

EQUIPMENT HIRE AGREEMENT

Special Conditions

In addition the Service Order General Terms and Condition the following Special Conditions shall prevail;

Definitions

“Month” for the purpose of determining the minimum hours shall mean 4.33 weeks

“SMU” means that part of the Equipment which records the time of operation

“Hirer” Alliance Contracting Pty Ltd

1. Obligations of Owner:

- 1.1 Provide details of operator’s certificate of competency prior to commencement of work.
- 1.2 Service, operation and maintenance manuals to be provided with each piece of equipment.
- 1.3 Ensure machine complies with fall protection guidelines.
- 1.4 Minimum 9kg fire extinguisher on all plant and 3.5kg on all vehicles.
- 1.5 All mobile plant to be fitted with an operational amber rotating beacon or approved similar.
- 1.6 All mobile plant to be fitted with an operational reversing beeper.
- 1.7 Plant to be cleaned and inspected by an authorized agent and carry a ‘Weed and Seed Certificate’ prior to mobilizing to site.
- 1.8 Provision of radio control units including 40 channel UHF CB (477MHz) and VHF Radio.
- 1.9 Wheel Chocks to be fitted for rubber wheeled equipment.

2. Pre-Employment Process

- 2.1 All employees designated to operate, service or repair plant/equipment shall submit for the Hirer’s approval the following documentation prior to mobilizing on site:
- 2.2 Employment of Labour Checklist
- 2.3 Application for Employment
- 2.4 Reference Check Form
- 2.5 Results of a Pre Employment Medical
- 2.6 Results of a Drug and Alcohol Test
- 2.7 Results of a Hearing Test

Items 2.4 to 2.6 inclusive must have been undertaken within 4 weeks prior to mobilizing to site. The Hirer reserves the right to accept or reject nominations without providing reason. These results shall be treated as confidential.

3. Other Commercial Conditions

- 3.1 The Owner has established the labour component of the rates and prices in the Hire Order upon the rates of pay of its operators in accordance with the guidelines provided by the CCIWA and applicable over the duration of the Hire or Project. The cost of changes to such rates shall not be reimbursable to the Owner by the Hirer (or vice versa) unless specifically provided for by a change in the guidelines approved by the CCIWA, and the Hirer has approved the Owner to enter into an industrial agreement, understanding or arrangement with respect to the Project. These adjustments shall only apply from the effective date.

- 3.2 Standby hours for the hired plant will only be paid if the SMU hours are less than the agreed minimum hours calculated as an average over the whole of the hire period.
- 3.3 The Hirer shall not be liable to pay for plant during any breakdown period and the agreed minimum hours shall be adjusted by deducting the breakdown hours. The Hirer shall only reimburse for costs associated with Operators during breakdown periods at its own discretion, and only if the Operator performs productive tasks at the direction of Hirer’s supervision.
- 3.4 The back charges shall be invoiced on a monthly basis to the Owner and may be deducted by the Hirer from any money which may become payable to the Owner.
- 3.5 The minimum hours will not apply over the Christmas/New Year break period. Unless otherwise stated in the Hire Order the Christmas/New Year break period is two (2) weeks.
- 3.6 The Hirer shall pay an agreed labour rate only for Toolbox/Pre-start and Smoko. No hours for equipment hire will be paid for this period.
- 3.7 The Hirer shall not pay for plant or labour hire during the lunch break.
- 3.8 The hire period shall commence from the first day of productive use of the Equipment by the Owner.
- 3.9 Equipment standby charges will not apply for inclement weather days and the monthly minimum hours will be adjusted to incorporate the inclement weather day(s).

4. Safety Requirements

- 4.1 Site inductions are to be attended by the operator and paid for at the labour rate only.
- 4.2 Minimum site personal protective equipment (PPE) to be provided by Owner includes:
 - Safety hardhat
 - Lace up ankle height steel capped boots (no slip-ons)
 - High visibility vest to approved Australian Standard
 - Safety glasses
 - Trousers
 - Long sleeve collared shirts
- 4.3 An Operator Prestart form DN1329 shall be completed daily and forwarded to the respective site supervisor prior to starting work the following day.
- 4.4 All employees will conform to the Site’s Safety regulations and procedures.
- 4.5 The Hirer reserves the right to discontinue hire of the Owner’s operator for breach of site procedures, or, failing to follow directions of the Hirer’s designated supervisor, or, incompetent operation of the plant. The Owner shall replace the operator as soon as practicable and the agreed minimum hours shall be adjusted by deducting the resulting downtime hours.

5. Insurance

- 5.1 Unless otherwise agreed all insurances are the responsibility of the Owner.