



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

1. Definitions and Interpretation

1.1 In these Conditions and elsewhere in the Contract, unless a contrary intention appears the following shall mean:

Anti-Bribery and Anti-Corruption Legislation includes any statute, law, code, regulation or similar instrument in connection with the prohibition of bribery and corruption (including by virtue of the place of domicile or operations of RCR and the Supplier) including but not limited to the Criminal Code Act 1995, the Crimes Act 1914, the Financial Management and Accountability Act 1997, the Commonwealth Authorities and Companies Act 1997, the Corporations Act 2001 and the Bribery Act 2010(UK).

Conditions mean these standard RCR terms and conditions of Hire.

Contract means the hire agreement between the Supplier and RCR evidenced by the Conditions, the Contract Particulars and all other documents which are listed in Item 38 of the Contract Particulars or incorporated by written reference into the Contract. The Conditions take precedence over all other documents including those listed in Item 38 and any other documents provided by the Supplier or RCR.

Contract Price means the price or fees charged by the Supplier either as a lump sum fixed price, hourly rate, schedule of fees, cost plus including disbursements or a combination of these as detailed in the Contract and as specified in Item 24 of the Contract Particulars.

Daily Servicing means the Equipment Manufacturer's recommended daily servicing of the Equipment.

Delivery Place means the place the Equipment is to be delivered as specified in Item 9 of the Contract Particulars.

Dry Hire means the provision of all Equipment without an operator being provided by the Supplier.

Force Majeure means act of God, war, blockade, embargo, hostilities, fire, earthquake, flood, explosion, accident at sea, sabotage, or by any cause (whether similar or not to any of the above events) beyond the reasonable control of a Party.

Equipment means the equipment and all and ally associated equipment supplied to carry out the Works in accordance with this Contract and specified in Item 5 of the Contract Particulars.

Equipment Manufacturer means the entity specified in Item 6 of the Contract Particulars that was responsible for the design and manufacture of the Equipment

Hire Date means the date specified in Item 16 of the Contract or any extension thereof, being the commencement of the Hire Period.

Hire Period means the period specified in Item 17 of the Contract Particulars and shall begin on the Hire Date.

Hire Rate means the rates set out in Item 18 of the Contract Particulars.

Intellectual Property means any intellectual property whether protected by statute, at common law or in equity, including any patent, invention, copyright, or design right (whether or not registrable), in any design, specification, process, technique, software, know-how, trade secret, technical information, financial information, business method and confidential information.

Invoice means an invoice prepared by the Supplier setting out the Equipment supplied to RCR and claiming payment for the provision of the Equipment including all information as requested by RCR to support the invoice.

Maintenance means the Equipment Manufacturer's recommended maintenance and repairs of the Equipment including but not limited to repairs to the engine, transmission system, the hydraulic system, auto electric system, the equipment frames, the body, maintenance and repairs to booms, fair wear and tear on tyres and lifting cables, and replacement of the transmission or hydraulic oils

PPSA means the Personal Property Securities Act 2009.

RCR means the subsidiary of RCR Tomlinson Ltd (ABN 81 008 898 486) as specified in Item 1 of the Contract Particulars for which this Contract will apply.

Scheduled Servicing means the Equipment Manufacturer's recommended scheduled servicing of the Equipment, including but not limited to the replacement of engine oil and of air filters, at the required Service Interval.

Service Interval means the frequency of servicing of the Equipment specified in Item 14 of the Contract Particulars

Site means the location where the Equipment is to be used and described in Item 10 of the Contract Particulars.

Supplier means the party described in Item 3 of the Contract Particulars.

Supplier's Representative means the person nominated by the Supplier in item 4 of the Contract Particulars.

Wet Hire means the provision of all Equipment with an operator being provided by the Supplier. The Supplier will



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

provide a qualified/licenced operator for the Equipment in accordance with the requirements of the Contract and its obligations at law. The operator is and will at all times remain the employee of the Supplier.

Work means all works necessary and incidentals to be performed by the Supplier for the hire of the Equipment to RCR

1.1 These Conditions become valid and binding on the parties when a Purchase Order from RCR containing details of the Supplier and the Works is issued to the Supplier, in response to an offer made by the Supplier.

1.2 If not withstanding any other documents issued by the Supplier these Conditions, the Purchase Order and all documents which are either attached to the Purchase Order or incorporated therein by reference by RCR shall be deemed the entire agreement between the parties.

2. Contract Price

2.1 Unless otherwise stated, the Hire Rate and the Contract Price quoted is net and exclusive of Goods and Services Tax (GST).

2.2 The Hire Rate and the Contract Price is in Australian Dollars (unless otherwise stated) and is the agreed Contract Price for the whole of the Works offered, inclusive of equipment testing, packing, documenting and freight to the Delivery Place.

2.3 The Hire Rate and the Contract Price cannot be varied unless agreed by RCR in writing.

2.4 To the extent that rates for variations are specified, they shall be used by the Supplier to calculate the cost of a variation, but otherwise the cost of the variation shall be estimated by the Supplier at the lowest reasonable cost.

3. Payment

3.1 RCR shall pay Supplier all invoiced amounts in Australian dollars, within the period specified in Item 25 of the Contract Particulars from the date of issue of the Invoice.

3.2 RCR may deduct from such amount due and payable by RCR pursuant to this Contract, any amounts payable by the Supplier to RCR on any account whatsoever.

4. Hire Charges

RCR shall pay the Hire Rate for the Hire Period, unless the downtime is caused by the Supplier and which is not caused by RCR.

5. Standard to Conform to Specifications

The Supplier shall supply the Equipment in accordance with the specifications, drawings, samples or other description (if any) furnished by RCR and contained in Item 38 and 39 of the Contract Particulars.

6. Packaging

The Supplier, at its cost, shall properly and carefully pack and protect the Equipment in accordance with industry best practice having regard to methods of carriage, handling and the climatic conditions. The Supplier will provide and be responsible for all lifting and handling of the Equipment in transit.

7. Delivery

Time is of the essence as to the Supplier's performance under this Contract. The delivery of the Equipment to the Delivery Place must be completed by the Hire Date specified in Item 16 of the Contract Particulars unless an extension of time has been agreed to in writing by RCR.

8. Security (where required for delay)

8.1 If a security is specified in Items 26 and 27 of the Contract Particulars, then the Supplier must provide RCR with a security in the form of an unconditional, irrevocable, enforceable bankers undertaking in the form accepted by RCR, in its absolute direction by the date for providing a security as specified in Item 28 of the Contract Particulars. The security must:

(i) have an expiry date not later than 12 months from the expiry of the Hire Period;

(ii) be payable on demand;

(iii) be given by a bank acceptable to

8.2 RCR will not be obliged to make further payment in accordance with these conditions until the Supplier has complied with this clause.

8.3 RCR may have recourse to the Security if the Supplier fails to deliver the Equipment by the Hire Date as specified in Item 16 of the Contract Particulars.

8.4 The Supplier agrees it will not take any steps to injunct or restrain RCR from using any sums received from the conversion of the Security or otherwise exercising its rights in relation to the Security.

9. Liquidated Damages (where required for delay)



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

9.1 If specified in the Item 29 or 30 of the Contract Particulars, the Supplier will pay to RCR the sum equivalent to amount specified Item 31 of the Contract Particulars for each and every day during which the delivery of the Equipment is delayed after the Hire Date or any extension thereof up to a maximum of the amount specified in Item 31 of the Contract Particulars in aggregate.

9.2 The parties agree that the value of liquidated damages payable by the Supplier is a genuine and reasonable pre estimate of the loss to RCR for the Supplier's delay in delivering the Equipment by the Hire Date.

10. Access to Site for Delivery of Equipment

If the Supplier is required to deliver the Equipment to the Site nominated in Item 10 of the Contract Particulars, RCR must provide the Supplier access to the Site and possession of a sufficient portion of the Site to enable the Supplier to properly deliver the Equipment.

11. Access for the Supplier's Representatives

Where permitted by RCR and RCR's client, the Suppliers' nominated representative and maintenance staff shall be afforded free access to the Site or any other place where the Equipment is being used during the Hire Period.

12 Inspection

The Supplier's Representative and maintenance staff subject to reasonable written notice may inspect the Equipment from time to time during the Hire Period to ensure compliance to this Contract. Any technical or commercial questions or notices should be addressed to the Supplier's Representative and any written instructions in response to those questions or notices will become part of this Contract and is accepted as lawful instructions for the Contract.

13. Obligations of the Supplier

13.1 The Supplier must:

- (i) ensure that the Equipment is fit for purpose and in full compliance with the legislation of the jurisdiction where the Equipment is to be used; and
- (ii) Ensure that all persons delivering and/or assembling the Equipment are suitably instructed and qualified in its safe and proper use and where necessary hold all relevant competencies and are fully licenced.

14. Obligations of the Supplier

14.1 RCR must if the Equipment is hired as Dry Hire:

- (i) ensure that all persons operating the Equipment are suitably instructed and qualified in its safe and proper use and where necessary hold all relevant competencies and/or are fully licenced;
- (ii) conduct a thorough hazard and risk assessment before using the Equipment, including to ensure the Equipment is fit for operation and safe to use on reasonable inspection, and comply with all occupational health and safety laws relating to the Equipment and its operation;
- (iii) safely secure the Equipment and all items loaded in or on the Equipment, and indemnify the Supplier in respect of any injury and /or damage caused by items falling from the Equipment;
- (iv) where relevant operate the Equipment with an adequate motor vehicle and/or power source; and
- (v) Report and provide full details to the Supplier of any accident or damage to the Equipment within 4 business days of the accident or damage occurring.

14.2 RCR must not:

- (i) tamper with, damage or, without the consent of the Supplier, repair the Equipment;
- (ii) lose or part with possession of the Equipment;
- (iii) allow any person to operate the Equipment if the person:
 - a) only holds a provisional driver's licence, or does not hold an unrestricted licence to operate that Equipment; or
 - b) is affected by drugs and/or alcohol; or
 - c) exceeds the recommended or legal load and capacity limits of the Equipment; or
 - d) Uses or carries any illegal, prohibited or dangerous substance in or on the Equipment.

15. Daily Servicing of Equipment

RCR will perform Daily Servicing of the Equipment in accordance with the Equipment Manufactures recommendations.



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

16 Scheduled Servicing of Equipment

16.1 Where applicable the requirements for servicing of all Equipment will be specified in the Item 13 of the Contract Particulars.

16.2 Servicing will be performed by the Supplier or RCR at the interval specified in Item 14 of the Contract Particulars.

17 Maintenance of Equipment

17.1 Where applicable the requirements for maintenance of all Equipment will be specified in the Item 15 of the Contract Particulars.

17.2 Fair wear and tear of all Equipment will be the responsibility of the Supplier

18. Repairs and Operation Costs

RCR shall provide written certification to the Supplier advising that the Equipment has been serviced and/or maintained during the Hire Period as specified in the Contract Particulars. Subject to reasonable notice the Supplier may at any time inspect the Equipment for deficiencies. RCR shall maintain the Equipment in good, safe and operating condition and shall bear the cost thereof including protection against freezing, corrosion and all other exposures.

19. Provision of Operators

19.1 The party responsible for the provision of operators will be specified in Item 11 of the Contract Particulars. If the Supplier is required by the Contract to provide qualified Equipment operators, it shall employ only competent, experienced, properly licensed and reliable personnel to operate the Equipment.

20. Sub-Contract

20.1 The Supplier may not subcontract, assign or transfer any of its rights or obligations under this Contract without the prior consent of RCR, which consent may be conditional or withheld by RCR in its absolute discretion.

20.2 The Supplier must manage the performance of its subcontractor(s) to ensure that the quality and timeliness of its performance meets the requirements of this Contract.

20.3 The Supplier must ensure that its subcontractor(s) effect and maintain the insurances specified in Items 32, 33, 34, 35, 36 of the Contract Particulars.

21. Insurance

When specified in Items 32, 33, 34 and 36 of the Contract Particulars, the parties shall provide and maintain insurance to cover its liabilities throughout the term of the Contract. The Supplier, where permitted by law, shall include RCR as a joint insured and when requested by RCR the Supplier shall furnish evidence to RCR that such insurances have been effected and the premium paid.

22. Confidentiality

22.1 The Supplier acknowledges and agrees that any information submitted by RCR under or in accordance with this Contract which includes but is not limited to pricing, technical specifications and other information is commercial in confidence and submitted solely for evaluation by Supplier. Such information must at all times remain confidential and shall not be disclosed to any third party without RCR's prior written consent.

22.2 If such information is disclosed to a third party with RCR's prior consent, the Supplier must ensure that as a condition precedent to the passing of such information that the third party accepts and acknowledges to be bound by these confidentiality obligations.

22.3 The Supplier may not, and must ensure that its subcontractors do not, divulge to third parties for use any information relating to the Works (including Intellectual Property), until such information is within the public domain or express written consent has been given by RCR.

22.4 The Supplier shall indemnify RCR and keep RCR indemnified from and against all liabilities, losses, damages, actions, suits, proceedings, claims, costs and expenses arising from any breach of this clause by the Supplier.

23. Intellectual Property

23.1 The specifications, drawings, technical instructions or any other documentation whatsoever issued to the Supplier by RCR will remain the property of RCR.

23.2 The Supplier hereby grants to RCR a perpetual, irrevocable, non-exclusive, royalty free, transferable licence to use all Intellectual Property which is used or developed by the Supplier in connection with the works under the Contract.

23.3 The Supplier shall indemnify and hold harmless RCR against and from any claim alleging an infringement of all intellectual property rights, moral



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

rights and ownership rights in any information provided by the Supplier to RCR.

23.4 The Supplier/Hirer warrants that:

(i) the Contract and licence granted by it to RCR do not infringe any intellectual property rights of any third party; and

(ii) the Contract is not subject to any intellectual property rights of any third party that in any way restrict the rights of RCR or its client's to use or sell the same.

24. Title and Risk

24.1 If delivery of the Equipment by the Supplier is required under the Contract:

(i) The Supplier will deliver the Equipment on the Hire Date to the Delivery Place or such other place agreed by the parties.

(ii) Upon delivery of the Equipment by the Supplier, all risk relating to the Equipment passes to RCR.

(iii) Title in the Equipment remains with the Supplier notwithstanding the delivery, receipt, collection or passing of risk to RCR except to the extent that such loss or damage is caused or contributed to by the Supplier.

24.2 If delivery of the Equipment by the Supplier is not required under the Contract:

(i) The Supplier will make the Equipment available for collection by RCR at the place and time notified by the Supplier to RCR.

(ii) Upon collection by RCR all risk relating to the Equipment passes to RCR except to the extent that such loss or damage is caused or contributed to by the Supplier.

25. Indemnity

The Supplier shall be liable for, indemnify and keep indemnified RCR against any loss, damage, expense or other costs (except to the extent that they were caused by RCR arising out of any liability, claim, demand or proceedings in respect of any injury to or death of any person or damage to any real or personal property, including the Equipment, or arising under any statute, regulation or ordinance or at common law or in equity out of or in connection with the Contract.

26. Warranty

26.1 The Supplier warrants that:

(i) it will exercise the skill, care and diligence to the standard acceptable to the trade, industry or profession of a similar nature;

(ii) the Equipment will be fit for purpose;

(iii) the Equipment is free of all liens and encumbrances and the Supplier has good and marketable title to the Equipment;

(iv) the Equipment will be free from substantial defect in workmanship;

27. Limitation of Liability

Notwithstanding any other provision of this Contract and to the full extent permitted at law, the total liability of RCR to the Supplier arising out of or in connection with this Contract for all loss, damage, cost or expense suffered or incurred whether in contract or tort (including negligence), in equity, in restitution, by way of warranty or indemnity or under statute shall be limited to no more than fifty percent (50%) of the Contract Price.

28. Consequential Loss

Notwithstanding any other provision of this Contract and to the full extent permitted at law, neither party is liable for any indirect, special, contingent or consequential type losses or damages which includes but is not limited to loss of actual or anticipated profits, loss of opportunity, loss of goodwill or loss of revenue.

29. Assignment - Transfer

The Supplier shall not assign, or otherwise transfer any interest in the Equipment or under this Contract without RCR's prior written consent. The Supplier shall not, in the absence of RCR's prior written consent, remove the Equipment from the Site nor shall the Supplier relinquish possession, custody or control of the Equipment to anyone other than those designated by RCR in writing.

30. Default

If the Supplier breaches any clause whatsoever of this Contract, or becomes bankrupt, insolvent or ceases business then RCR shall be entitled to:

(i) terminate this Contract; and/or

(ii) sue for recovery of all monies owing by the Supplier

31. Termination

31.1 RCR may terminate the Contract by written notice to the Supplier:



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

(i) in its absolute discretion, giving the Supplier 14 days' notice; or

(ii) In the event the Supplier defaults on any of the terms of this Contract, for any reason (including insolvency), giving the Supplier 5 days' notice.

31.2 In the event of termination due to default by the Supplier, RCR can appoint another supplier to complete the uncompleted portion of the Works at the Supplier's cost.

31.3 Termination of the Contract pursuant to this clause shall be without prejudice to the rights of RCR.

32. Anti-Bribery and Corruption

32.1 RCR is committed to operating in a manner consistent with the laws of the jurisdiction in which it operates, including laws relating to anti-bribery and anti-corruption.

32.2 The Supplier represents and warrants it complies with Anti-Bribery and Anti-Corruption Legislation and that it has and maintains reasonable and effective anti-bribery and anti-corruption policies and procedures, such policies and procedures to be made available to RCR for inspection on demand.

32.3 The Supplier represents and warrants it has not and will not breach any Anti-Bribery and Anti-Corruption Legislation in connection with the Contract.

32.4 If the Supplier becomes aware of any breach or suspects a breach of Anti-Bribery and Anti-Corruption Legislation in connection with the Contract it must immediately notify RCR in writing and provide reasonable details of such breach or suspected breach and provide reasonable access to information, books and records relevant to such breach.

32.5 If RCR, acting reasonably, believes the Supplier has breached Anti-Bribery and Anti-Corruption Legislation in connection with the Contract, RCR must give the Supplier written notice of such. If the Supplier, within 7 days of that written notice, fails to show there is no reasonable basis to conclude a breach has occurred, RCR may terminate the Contract without further notice to the Supplier.

33. Personal Properties Securities Act

33.1 In this clause, the words and expressions which are not defined in these Conditions but which have a defined meaning in the PPSA have the same meaning as in the PPSA.

33.2 RCR acknowledges that the Supplier has a security interest in the Equipment.

33.3 The Supplier may register a security interest on the PPSA register which is registered as commercial property for collateral type, other goods as collateral class and a detailed description of the Works.

33.5 If section 95 or chapter 4 of the PPSA would otherwise apply to the enforcement of any security interests then those provisions are excluded, to the extent possible.

33.6 RCR must take any steps (including provide information) the Supplier reasonably requires to perfect or otherwise ensure the enforceability and priority of any security interest.

33.7 The Supplier will disclose information of the kind described in PPSA section 275(1), unless section 275(7) of the PPSA applies.

34. Building Code

34.1 Where applicable the Supplier must comply with the Building Code under the Fair Work (Building Industry) Act 2012 ("the Code"). Copies of the Code are available at w.fwbc.gov.au/what-building-code.

34.2 The Supplier shall maintain adequate records of the compliance with the Code and:35.2

34.3 The Supplier shall permit the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to construction sites or places covered by the Code to:

(i) inspect any work, material, machinery, appliance, article or facility;

(ii) inspect and copy any record relevant to the Works the subject of this Contract;

(iii) interview any person;

(iv) request a party to this Contract to produce a specified document within a specified period, being not less than 14 days in person, by fax or by post;

(v) as is necessary to allow validation of its progress in complying with the Code.

34.4 The Supplier shall not appoint a sub-subcontractor, consultant or supplier in relation to the Works where the appointment would breach a sanction imposed in relation to the Code.

34.5 The Supplier shall ensure that all sub-sub-contracts impose obligations on the sub-subcontractors equivalent to the obligations under this clause.



STANDARD TERMS AND CONDITIONS FOR HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

35. Dispute Resolution

35.1 If a difference or dispute between the parties arises in connection with the subject matter or interpretation of this Contract, including a dispute concerning a claim in tort, under statute, or on any other basis in law or equity available under the law governing the Contract ('Dispute'), either party may by hand or registered post give the other party written notice of the dispute identifying and providing details of the dispute and entitled Dispute Notice ('Dispute Notice').

35.2 Within seven (7) days of receipt of the Dispute Notice representatives of the parties having authority to bind the parties shall confer to seek to resolve the Dispute or agree on a method of doing so and whether that method shall be binding. If a resolution or method of resolution has not been agreed within twenty one (21) days of the receipt of the Dispute Notice, the General Manager of the parties shall confer for the same purpose as the parties' representatives. All aspects of such conference(s) shall be privileged.

35.3 Neither party may institute legal proceedings in respect of any Dispute unless a Dispute Notice in respect thereof has first been given and then only after a period of twenty eight (28) days from receipt of such Dispute Notice has elapsed.

36. Place of Contract and Governing Jurisdiction

The Contract is governed by the law as stipulated in Item 37 of the Contract Particulars and the parties submit to the non-exclusive jurisdiction of those Courts. Where there is no jurisdiction stipulated in Item 37 the jurisdiction is Western Australia.

37. Compliance with Law

37.1 In the performance of the Contract the Supplier shall strictly comply with all applicable laws, statutes, ordinances, orders, rules, the Code and regulations (whether Federal, State or Local) and shall, if so required by RCR, furnish to RCR evidence of such compliance.

37.2 Unless otherwise specified in the Contract, the Supplier shall be responsible for all transportation costs for the Equipment including but not limited to, loading and unloading costs, insurance, storage, carriage, towage, salvage and demurrage costs, including all damage or loss, however caused while the Equipment is in transit and during the entire period of the Contract.

38. General

38.1 If any provision of this Contract is unenforceable, such unenforceability shall not affect any other provision or any other part of this Contract.

38.2 Any waiver by RCR of strict compliance with any provision of this Contract shall not be effective unless in writing and signed by an authorised officer of RCR.

38.3 Any waiver partly or whole of the terms of the Contract will be valid only if in writing and signed by RCR.

38.4 Any provision of the Contract that is prohibited or unenforceable, such unenforceability shall not invalidate the remaining provisions of the Contract nor affect the validity or enforceability of that provision.

38.5 These conditions (which can only be waived in writing and signed by an authorised representative of RCR) prevail over all conditions of the Supplier order or other documents.

38.6 If additional terms and/or conditions are attached to, incorporated into or accompany the Supplier order, those terms and/or conditions are not accepted by RCR and do not form part of the Contract unless expressly accepted in writing or signed by an authorised representative of RCR.

38.7 Nothing in these conditions shall be read or applied so as to exclude, restrict or modify any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.



**STANDARD TERMS AND CONDITIONS FOR
HIRE OF GOODS**

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

CONTRACT PARTICULARS

Date: 26th July 2016

Parties:	1	RCR – Subsidiary	
	2	RCR’s Representative	Attention:
			Phone:
			Mobile:
			Email:
	3	Supplier	
	4	Supplier’s Representative	Attention:
			Phone:
Mobile:			
Email:			
Equipment:	5	Equipment	
	6	Equipment Manufacturer	
	7	Equipment Model	
	8	Equipment Capacity	
Hire Details:	9	Delivery Place	
	10	Site	
	11	Operator Provided by	
	12	Supply of Fuel	
	13	Particulars of Servicing Particulars of scheduling:	
	14	Scheduled Service Interval	As per the Equipment Manufacturers Recommendations
	15	Particulars of Maintenance Particulars of scheduling:	
	16	Hire Date	
	17	Hire Period	
	18	Hire Rate	
	19	Standby Rate	
	20	Mobilisation by	
	21	Mobilisation Costs	
	22	Demobilisation by	
	23	Demobilisation Costs	
	24	Contract Price	
	25	Time for payment	30 days from the EOM date on the Invoice
Security & Liquidated Damages: (if required)	26	Security - %	N/A
	27	Security - Amount	N/A
	28	Date for providing Security	N/A
	29	Liquidated Damages - % Cap	N/A
	30	Liquidated Damages - Amount	N/A



STANDARD TERMS AND CONDITIONS FOR
HIRE OF GOODS

PRO-RCR-FRM-009

Revision Date: 26 Jul 2016

	31	Liquidated Damages - Rate	N/A
Insurances:	32	Insurances - Public Liability	By the Supplier (\$20M), and By the Hirer (\$20M)
	33	Insurances - Equipment	By the Supplier (EURO 25 Million)
	34	Insurances - Motor Vehicle	By the Supplier (\$30M)
	35	Insurances - Marine Cargo	By the Supplier
	36	Insurances - Workers Compensation	By the Supplier (\$50M)
Other:	37	Jurisdiction	Western Australia
	38	Documentation	Mandatory Items: Equipment Maintenance Logbook Equipment Prestart Books Crane Logbook
	39	Special Conditions	