



Standard Terms and Conditions – Labour Hire

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

“Agreement” means the terms and conditions contained herein, together with any Quotation, Labour Hire Agreement, purchase order, invoice or other document or amendments expressed to be supplemental to this Agreement.

“Completion” means when the Works are complete in accordance with this Agreement as in substantially complete in that the Works are reasonably fit for use except for minor defects/works which will not inconvenience the Hirer.

“Credit Application” means a credit facility/account provided by the Owner.

“Equipment” means all equipment supplied by Owner to the Hirer at the Hirer’s request from time to time.

“Goods” means all Goods or Services supplied by Owner to the Hirer at the Hirer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).

“GST” means Goods and Services Tax as defined within the ‘A New Tax System (Goods and Services Tax) Act 1999’ (Cth).

“Hire Period” means the period in which the Owner supplied equipment and/or labour to the Hirer.

“Hirer” means the person/s or any person acting on behalf of and with the authority of the Hirer requesting the Owner to provide Services and set out in the accompanying Quotation or Rate Sheet.

“Owner” means Boddington Crane Hire, or any person acting on behalf of and with the authority of Boddington Crane Hire as set out in the accompanying Quotation or Rate Sheet.

“**Payment Claim**” means an invoice issued to the Hirer by Boddington Crane Hire for Services under this Agreement and has the same meaning as under the *Building and Construction Industry Security of Payment Act 2021 (WA)*.

“**Price**” means Boddington Crane Hire’ Quotation or Rate Sheet annexed to this Agreement.

“**Quotation**” means any price or quote annexed to this Agreement.

“**Rate Sheet**” means any rate sheet for Services annexed to this Agreement.

“**Works**” means all Goods or Services supplied by Boddington Crane Hire to the Hirer at the Hirer’s request from time to time.

1.2. Interpretation

In this Deed, unless the context otherwise requires:

- a) headings are for convenience only and do not affect its interpretation;
- b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- d) a reference to any party includes that party’s executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- e) a reference to any document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, bylaws, regulations, rules and statutory instruments (however described) issued under it;
- g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Deed and a reference to this Deed includes any schedule, exhibit or annexure to this Deed;
- i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- j) a reference to \$ or dollar is to Australian currency.

2. ACCEPTANCE

- 2.1. Any rates schedule annexed to this Agreement is valid for 120 days from the date of issuance and subject to cost escalation thereafter.
- 2.2. The Hirer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Hirer places an order for or accepts services provided by Boddington Crane Hire.

- 2.3. The entire agreement between Boddington Crane Hire and the Hirer is set out in this Agreement. This agreement supersedes and replaces any prior contractual documentation and correspondence or documentation relating to the subject matter including any prior contract or dealings in conflict or at variance with the contract, and any correspondence or other documents relating to the subject matter of the Agreement which may have passed between the parties or their agents before the date of the Agreement.
- 2.4. In the event of any inconsistency between the terms and conditions of this Agreement and any other prior document or schedule that the parties have entered into, the terms of this Agreement shall prevail.
- 2.5. The Hirer acknowledges that the supply of Works on credit shall not take effect until the Hirer has completed a credit application with Boddington Crane Hire and it has been approved with a credit limit established for the account.
- 2.6. In the event that the supply of Works request exceeds the Hirer's credit limit and/or the account exceeds the payment terms, Boddington Crane Hire reserves the right to refuse delivery.
- 2.7. Boddington Crane Hire reserves the right to adjust the credit limit of the Hirer at its absolute discretion.
- 2.8. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions (Western Australia) Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. EXCLUSIONS

- 3.1. Excluded from any Quotation or Rate Sheet: any item not specifically listed in the Rate Sheet or Quotation.

4. INCLUSIONS

- 4.1. Any Quotation or Rate Sheet annexed to this Agreement is based on Boddington Crane Hire' interpretation of the information provided to Boddington Crane Hire. It is the Hirer's responsibility to check the accuracy of information provided to Boddington Crane Hire.
- 4.2. The information contained in any Quotation or Rate Sheet is the full extent of Boddington Crane Hire' offer to carry out the Works and this quote supersedes all prior offers made.

5. WORKS

- 5.1. Hours charged for Services supplied under this Agreement are rounded up to the nearest half hour.
- 5.2. The Hirer and Owner shall jointly consult, co-operate, and coordinate to verify that ground conditions, structural sub-surfaces, and path access limits are capable of safely supporting the maximum operational weight and outrigger point-loads of the Equipment before lifting operations begin.
- 5.3. The Owner shall remain liable for operational accidents or plant failures caused by the negligent acts or omissions of its supplied crew, provided the Hirer has delivered accurate subsurface engineering data and marked subterranean service hazards in compliance with Section 13.
- 5.4. Stand down rates apply if Boddington Crane Hire were directed to attend the site and 12 hours' notice was not provided to cancel Services.

5.5. Minimum hire charges for each visit are specified in Boddington Crane Hire' Rate Sheet.

6. WORKING HOURS AND TRANSIT

- 6.1. Boddington Crane Hire' standard working hours are Monday to Friday 7am to 5pm (Metro region). This excludes rostered days off, lockdown weekends and public holidays.
- 6.2. Overtime rates apply for works requested outside the standard working hours specified above.
- 6.3. Operator travel time and penalties are payable depot to depot when cranes remain onsite overnight. Dogman/Riggers travel time will be charged on the same basis as operators.
- 6.4. Mobilisation and demobilisation within the Perth metropolitan region (defined as a 50-kilometre radius from the Owner's depot) shall be charged on a standard depot-to-depot hourly basis at the applicable Rate Sheet tariffs. This charge covers operators, riggers, support vehicles, and crane transit time unless a fixed lump-sum mobilisation fee is explicitly specified in the Quotation.
- 6.5. For worksites outside the Perth metropolitan area (including the Pilbara, Goldfields, Northwest, and Southwest regions), mobilisation and demobilisation charges shall be detailed as a separate itemized cost or lump sum within the Quotation. These charges shall cover long-distance heavy vehicle logistics, specialized transport permits, pilot escort vehicles, fuel surcharges, and crew travel fatigue days.
- 6.6. Unless specified as a dry hire or otherwise agreed in writing, all regional deployment prices assume the Hirer will provide clean, compliant mine-site camp accommodation and meals for the Owner's supplied personnel at no cost to the Owner. Where camp accommodation is unavailable, the Owner reserves the right to charge out commercial hotel lodging and a daily Living Away from Home Allowance (LAFHA) per crew member as a variation.
- 6.7. For over-size or over-mass Special Purpose Vehicles (SPVs) deployed to regional locations, the Owner shall procure necessary Main Roads WA permits. Any unexpected project delays caused by sudden Main Roads WA travel restrictions, high-wide load corridor blockages, or emergency road closures during regional transit shall be billed to the Hirer at standard stand-down rates.
- 6.8. The Hirer assumes full operational and financial liability for any stand-down charges, transit delays, or structural recovery costs incurred if the regional worksite, site access gates, or internal structural paths lack the statutory geometric clearances, overhead line exemptions, or ground-bearing capacity required for a Special Purpose Vehicle (SPV) or Over-Size Over-Mass (OSOM) heavy crane deployment under Main Roads WA transport permit conditions.

7. PROGRESS CLAIMS AND PAYMENTS

- 7.1. At Boddington Crane Hire' sole discretion, the Price shall be Boddington Crane Hire' attached Rate Sheet (subject to the provisions below) which will be valid for the period stated in the Rate Sheet or otherwise for a period of one hundred and twenty (120) days.
- 7.2. Boddington Crane Hire reserves the right to change the Price if Boddington Crane Hire is required to subcontract any portion of the Works to another company due to the location or induction requirements.
- 7.3. Variations refers to works outside the Rate Sheet which will be charged on the basis of Boddington Crane Hire' quotation, and will be detailed in writing, and shown as variations on Boddington Crane Hire' invoice. The Hirer shall be required to respond to any variation

submitted by Boddington Crane Hire within five (5) working days. Failure to do so, Boddington Crane Hire is not obliged to carry out the Works listed on the variation.

- 7.4. Time for payment of Works supplied under this Agreement being of the essence, the Price will be payable within the Payment Terms specified in the accompanying Quotation, Rate Sheet, or approved Credit Application.
- 7.5. Boddington Crane Hire is entitled to submit a Payment Claim at the times or milestones set out in the accompanying Quotation or Rate Sheet.
- 7.6. A Payment Claim may be issued within a period of 24 months after the Works to which the Payment Claim relates, was last carried out.
- 7.7. Payment can be made by bank transfer or by any other method as agreed to between the Hirer and Boddington Crane Hire.
- 7.8. Boddington Crane Hire may apply and allocate payments received by, or on behalf of, the Hirer in a manner in Boddington Crane Hire' absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise. Boddington Crane Hire may allocate payments at the time of receipt at any time afterwards. On any default by the Hirer, Boddington Crane Hire may re-allocate payments previously received and allocated.
- 7.9. The Hirer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Hirer by Boddington Crane Hire, provided nothing is in dispute in relation to the Services (in which case the Hirer will notify Boddington Crane Hire and payment of the disputed portion only, will be withheld until settlement of the dispute).
- 7.10. Unless otherwise stated the Price does not include GST. In addition to the Price, the Hirer must pay to Boddington Crane Hire an amount equal to any GST that Boddington Crane Hire must pay for any Services by Boddington Crane Hire under this Agreement.

8. COMPLIANCE WITH LAWS

- 8.1. The Hirer and Boddington Crane Hire shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, explicitly including the Work Health and Safety Act 2020 (WA) and the Work Health and Safety (General) Regulations 2022.
- 8.2. The Hirer shall obtain (at the expense of the Hirer) all licenses and approvals that may be required for the Services.
- 8.3. The Hirer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

9. DEFAULT AND CONSEQUENCES OF DEFAULT

- 9.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Boddington Crane Hire' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 9.2. If the Hirer owes Boddington Crane Hire any money, the Hirer shall indemnify Boddington Crane Hire from and against all costs and disbursements incurred by Boddington Crane Hire in recovering the debt (including but not limited to internal administration fees and legal costs of a solicitor on an indemnity basis).

- 9.3. Without prejudice to Boddington Crane Hire' other remedies at law, Boddington Crane Hire shall be entitled to cancel all or any part of any order of the Hirer which remains unfulfilled and all amounts owing to Boddington Crane Hire shall, whether or not due for payment, become immediately payable if any money payable to Boddington Crane Hire becomes overdue, or in Boddington Crane Hire' opinion the Hirer will be unable to make a payment when it falls due. This also applies if the Hirer has exceeded any applicable credit limit provided by Boddington Crane Hire, if the Hirer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or if a receiver, manager, liquidator or similar person is appointed in respect of the Hirer or any asset of the Hirer.
- 9.4. In the event of default by the Hirer, all recovery costs (including but not limited to legal costs and any mercantile agent costs, both on an indemnity basis), and costs in relation to exercise, notification or protection of any security in favour of Boddington Crane Hire (including but not limited to costs and expenses related to the lodgement and withdrawal of caveats on an indemnity basis), incurred by Boddington Crane Hire, shall be deemed to be a debt immediately due and owing by the Hirer to Boddington Crane Hire. A Certificate signed by a director or manager for the time being of Boddington Crane Hire as to the sum payable to Boddington Crane Hire pursuant shall be conclusive evidence and proof of the indebtedness of the Hirer to Boddington Crane Hire at the date of such Certificate.

10. GUARANTEE

- 10.1. To better secure the recovery of any long-term outstanding debt, the Hirer agrees to charge their interest in land presently held or hereafter acquired, strictly limited to the value of undisputed default sums owed on an approved corporate Credit Application, and hereby consents to the lodging of a caveat(s) by Boddington Crane Hire to the extent of that certified indebtedness.

11. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ("PPSA")

- 11.1. In this section, financing statement, financing change statement, inventory, purchase money security interest, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2. Upon assenting to these terms and conditions in writing the Hirer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates and grants a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Hirer to Boddington Crane Hire for Services – that have previously been supplied and that will be supplied in the future by Boddington Crane Hire to the Hirer.
- 11.3. The Hirer acknowledges the security is granted to secure the obligation to pay all amounts payable and to meet all obligations under this agreement (Indebtedness). The Hirer warrants that this Agreement does not relate to personal, domestic or household purposes.
- 11.4. Where the Goods and/or proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the security interest shall also extend to all the Goods present and after acquired by the Customer, of which the Goods form part, to the extent required to secure the Indebtedness.
- 11.5. The Hirer undertakes to promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Boddington Crane Hire may reasonably require to register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register

(PPSR), register any other document required to be registered by the PPSA, or correct a registration defect. The Hirer also agrees to indemnify and reimburse Boddington Crane Hire for register expenses, not register a financing change statement or third-party collateral claim without prior written consent, and immediately advise of any material changes in business practices that would impact derived proceeds.

- 11.6. The Hirer waives any right to receive notice in relation to any registration or amendment to a registration on the PPSR. At its own expense, the Hirer will provide all reasonable assistance and relevant information to enable Boddington Crane Hire to register on the PPSR and generally to obtain, maintain, register and enforce the security interests created by this agreement.
- 11.7. Any payments received by Boddington Crane Hire from the Hirer shall be deemed to be made and applied by Boddington Crane Hire in the following order (unless otherwise determined by Boddington Crane Hire): first to any obligation owed by the Hirer which is unsecured, in the order in which the obligations were incurred; second to any obligations that are secured, but not by a purchase money security interest (PMSI), in the order in which those obligations were incurred; third to obligations that are secured by a PMSI, in the order in which those obligations were incurred.

12. DEALING WITH COLLATERAL

- 12.1. The Hirer must not create or allow another interest (including, but not limited to, any security interest) in any Collateral, or dispose, transfer, assign, or part with possession of any Collateral.
- 12.2. The Hirer must not deal in any way with any Security Agreement constituted by this Agreement or allow any interest in it to arise or be varied, lease or license the Equipment, give control of the Equipment to another person other than Boddington Crane Hire, or part with possession of the Equipment other than by giving possession to Boddington Crane Hire (including relocating the Equipment to property not owned by or in the sole control of the Hirer or Boddington Crane Hire).
- 12.3. The Hirer must not change the nature of the Equipment, allow a set-off or combination of accounts, abandon or compromise legal proceedings against third parties regarding the Equipment, move any interest in the Equipment outside Australia, or deal in any other way with the Equipment or allow any interest in it to arise or be varied.
- 12.4. Boddington Crane Hire may register under the PPSA any Security Interest created by this document in any manner considered appropriate by Boddington Crane Hire and the Hirer must provide Boddington Crane Hire in a timely manner with all information, including Hirer details and serial numbers, required for such registration. The Hirer waives any right to receive notice in relation to any registration or amendment to a registration on the PPSR. At its own expense, the Hirer will provide all reasonable assistance and relevant information to enable us to register on the PPSR and generally to obtain, maintain, register and enforce the security interests created by this agreement.
- 12.5. The Hirer agrees to perfect and continuously maintain perfection of any Security Interest that itself forms part of the Equipment (including perfecting as a Purchase Money Security Interest) and do everything necessary to ensure that a third person cannot acquire an interest in any part of the Security Interest of Boddington Crane Hire.
- 12.6. The Hirer agrees to do anything Boddington Crane Hire reasonably asks the Hirer to do (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to provide more effective security over the Equipment for payment of the amount owing or performance of an obligation.

- 12.7. To the extent that Chapter 4 of the PPSA would otherwise apply to enforcement by Boddington Crane Hire of any Security Interest, the parties agree that the following provisions of the PPSA are excluded to the extent permitted by section 115: sections 95, 96, 118, 121, 125, 130, 132, 135, 142, and 143 of the PPSA, alongside sections 127, 129, 130, 132, 134, 135, 136, and 137.

13. UNDERGROUND SERVICES

- 13.1. Prior to Boddington Crane Hire commencing any work, the Hirer must advise Boddington Crane Hire of the precise location of all underground services on the site and clearly mark the same.
- 13.2. Whilst Boddington Crane Hire will take all reasonable operational care to avoid damage to any underground services, the Hirer agrees to indemnify Boddington Crane Hire in respect of liability claims or loss arising directly out of inaccurately marked service locations.

14. CANCELLATION

- 14.1. Without prejudice to any other remedies Boddington Crane Hire may have, if at any time the Hirer is in breach of any obligation (including those relating to payment) under this Agreement, Boddington Crane Hire may suspend or terminate the supply of Works to the Hirer by notice in writing. Upon suspension or termination of the Agreement, Boddington Crane Hire has the right to remove the equipment at any time and access to the equipment must be granted.
- 14.2. Boddington Crane Hire may cancel any Agreement to which these terms and conditions apply or cancel Services at any time before the Services are provided by giving written notice to the Hirer.
- 14.3. Boddington Crane Hire shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.4. If the Hirer does not proceed with the relevant hire, or notifies Boddington Crane Hire that it wishes to alter the scope or extent of the hire arrangement (including by changing a wet hire to a full or partial dry hire, reducing the Hire Period, reducing the quantity of Equipment to be hired or changing Equipment or personnel requirements), or delay the commencement of any Hire Period by more than 72 hours, in respect of which Boddington Crane Hire has reasonably incurred costs, loss or damage, the Hirer agrees to pay Boddington Crane Hire a cancellation fee. The cancellation fee will be, in Boddington Crane Hire's absolute sole discretion, either 50% of the estimated Price that would have been incurred for the full Hire Period reasonably anticipated by Boddington Crane Hire (or such other amount as Boddington Crane Hire may in its absolute discretion agree with Hirer in writing), or the amount comprising costs actually and reasonably incurred in expectation of completing the Hire Period (including without limitation a reasonable amount for mobilisation and demobilisation) and loss of profits calculated as an amount equal to 20% of the estimated Hire Charges that would have been incurred for the full Hire Period reasonably anticipated by Us.
- 14.5. Boddington Crane Hire may apply any deposit paid by the Hirer or stipulated by Boddington Crane Hire as payable toward satisfying the Hirer's liability referred to above, but the Hirer will remain liable for any balance, which will be paid on the terms set out in this Agreement.
- 14.6. Where the Hirer cancels any hiring more than twenty-eight (28) days before the hire period, Boddington Crane Hire shall refund any deposit paid by the Hirer.

15. LIMITED LIABILITY

- 15.1. To the extent permitted by law, Boddington Crane Hire is not liable to the Hirer for any loss or damage, whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury, however caused (including negligence) which the Hirer or any other person may suffer or incur and which may, without limiting the generality of the foregoing, arise directly or indirectly in respect of the goods and/or services, any defects in the goods and/or services or in respect of any failure or omission by Boddington Crane Hire or any of its officers, agents or employees to comply with the Agreement or any obligation imposed by law.

16. INDEMNITY

- 16.1. Subject to the non-delegable health and safety duties shared by the parties under Western Australian law, the Hirer will indemnify and keep indemnified Boddington Crane Hire from and against all or any liability, loss, cost, damage, or injury to any person or property arising out of or in connection with the use of the Equipment or the provision of the Services, provided that such loss or damage is due to site configurations or subsurface hazards controlled by the Hirer and was not caused or contributed to by a breach of the technical Lift Plan, a failure to adhere to the site-specific Safe Work Method Statement (SWMS), or any other negligent act or omission by the Owner's supplied crew.

17. USE, OPERATION AND MAINTENANCE EQUIPMENT

- 17.1. The Hirer and Owner shall be jointly responsible for verifying that the ground at the Location is adequate to support the Equipment under its wheels and outriggers as detailed in safety plan logbooks.
- 17.2. The Hirer acknowledges that use of the Equipment may involve risk of injury or damage to property, and the Hirer accepts all such dangers and risks subject to the shared PCBU safety allocations.
- 17.3. The Hirer must not allow any of its officers, employees, agents or contractors to tamper with, damage or alter the Equipment.
- 17.4. The Hirer must satisfy itself that the Equipment is suitable for the purpose for which it is used.
- 17.5. The Hirer must supply, at its own expense, all fuel necessary for the operation of the Equipment unless otherwise noted in a Wet Hire package schedule or accompanying Quotation.
- 17.6. The Hirer must, without exception, comply with all applicable statutory laws and regulations.
- 17.7. The Hirer shall not direct or permit any other person to operate the Equipment or use associated equipment without the permission of Boddington Crane Hire.
- 17.8. The Hirer shall not use the Equipment or permit the Equipment to be used to lift any load which is beyond the rated hirer capacity of the Equipment or for any purpose other than that for which it is expressly hired.
- 17.9. The Hirer warrants that the weight of the object (or objects) to be lifted in any one lift and the radius of the proposed lift (measured from the radial point of the Equipment) will not exceed the limits for the relevant Equipment. Where the weight of the lift approximates the maximum lifting capacity of the Equipment, Boddington Crane Hire reserves the right to have the weight of the proposed lift confirmed on a certified weighbridge with the associated costs being met by the Hirer.

18. TITLE AND RISK

- 18.1. The Hirer assumes all risk and liability in relation to the Equipment from the time of supply by Boddington Crane Hire, until the Equipment is returned to Boddington Crane Hire in an acceptable state.
- 18.2. Boddington Crane Hire retains title to the Equipment, and the Hirer's rights to the Equipment are as a bailee only.
- 18.3. The Hirer acknowledges and agrees that the Terms create an accepted and ongoing security agreement in relation to the supply of Equipment to the Hirer by Boddington Crane Hire.

19. INSURANCE

19.1. Public Liability Insurance:

- a) The Owner shall maintain Public Liability Insurance for an amount not less than \$20,000,000 for any one occurrence to cover legal liability for accidental death, bodily injury, or property damage arising out of the provision of the Services.
- b) The Hirer shall also maintain Public Liability Insurance of not less than \$20,000,000 to cover its site risks and operational liabilities.

19.2. Plant and Equipment Insurance:

- a) The Owner shall maintain comprehensive property and damage insurance for the mobile cranes and equipment.
- b) Where the Equipment is left at the Location overnight or for an extended period under the physical custody or control of the Hirer, the Hirer assumes bailee liability and must ensure its own property insurance protects the Owner's asset against theft, vandalism, or malicious damage.

19.3. Goods Under Hook Insurance (Hook Liability):

- a) Unless explicitly agreed otherwise in writing and detailed in the annexed Quotation, the Hirer is exclusively responsible for insuring any property, plant, or cargo to be lifted, moved, or supported by the Equipment.
- b) The Owner's standard policy excludes damage to the load itself while under hook, and the Hirer must ensure its interest is appropriately covered or cross-waived.

19.4. Workers' Compensation Insurance:

- a) Each party must maintain Workers' Compensation Insurance in strict compliance with the Workers' Compensation and Injury Management Act 2023 (WA) covering their respective employees and supplied personnel.
- b) The Owner warrants that all operators, doggers, and riggers supplied under this wet hire arrangement are fully covered by the Owner's statutory industrial accident policies, satisfying the shared employer obligations enforced by WorkSafe WA.

19.5. Motor Vehicle and Third-Party Property Damage:

- a) The Owner shall maintain comprehensive commercial motor vehicle insurance for all registered mobile cranes and support vehicles traveling on public roads.
- b) The Hirer must ensure that any site vehicles operating within the crane's dedicated exclusion zones carry appropriate third-party property damage coverage.

19.6. Evidence of Cover:

- a) Prior to the commencement of any Works, and at any time during the Hire Period, either party may request valid Certificates of Currency demonstrating compliance with the insurance mandates outlined in this section. Works may be suspended without penalty if compliant evidence is not provided upon request.

20. ACCESS AND DELIVERY

- 20.1. The Hirer shall ensure that Boddington Crane Hire has clear and free access to the worksite at all times to enable them to undertake the Works (including carrying out site inspections, gain signatures for required documents, and for the delivery and installation of the Goods). Boddington Crane Hire shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas).
- 20.2. It is the responsibility of the Hirer to ensure that access is suitable to accept the weight of laden trucks. Additionally, that the gradient is no steeper than 1 in 10 and can support the weight of the Equipment (under its wheels and outriggers). The Hirer agrees to indemnify Boddington Crane Hire against all costs incurred by Boddington Crane Hire in recovering such vehicles in the event they become bogged or otherwise immovable.
- 20.3. It is the responsibility of the Hirer to ensure clearance of 3.5m is afforded in respect of all overhead wires, and that footpaths, kerbs and channels are suitably planked.
- 20.4. It is the responsibility of the Hirer to make the premises available on the agreed date and time.

21. PRIVACY POLICY

- 21.1. The Hirer agrees for Boddington Crane Hire to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, etc.) or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Hirer in relation to credit provided by Boddington Crane Hire.
- 21.2. The Hirer agrees that Boddington Crane Hire may exchange information about the Hirer with those credit providers and with related body corporates for the following purposes: to assess an application by the Hirer; and/or to notify other credit providers of a default by the Hirer; and/or to exchange information with other credit providers as to the status of this credit account, where the Hirer is in default with other credit providers; and/or to assess the creditworthiness of the Hirer including the Hirer's repayment history in the preceding two (2) years.
- 21.3. The Hirer consents to Boddington Crane Hire being given a consumer credit report to collect overdue payment on commercial credit.
- 21.4. The Hirer agrees that personal credit information provided may be used and retained by Boddington Crane Hire for the following purposes (and for other agreed purposes or required by): the provision of Services; and/or analysing, verifying and/or checking the Hirer's credit, payment and/or status in relation to the provision of Goods; and/or processing of any payment instructions or credit facilities requested by the Hirer; and/or enabling the collection of amounts outstanding in relation to the Goods.
- 21.5. Boddington Crane Hire may give information about the Hirer to a CRB for the following purposes: to obtain a consumer credit report; allow the CRB to create or maintain a credit information file about the Hirer including credit history.

22. GENERAL

- 22.1. Boddington Crane Hire may amend their general terms and conditions for subsequent future Agreements with the Hirer by disclosing such to the Hirer in writing. These changes shall be deemed to take effect from the date on which the Hirer accepts such changes, or Boddington Crane Hire at such time as the Hirer makes a further request for Boddington Crane Hire to provide Goods to the Hirer.
- 22.2. Boddington Crane Hire shall be under no liability whatsoever to the Hirer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by Boddington Crane Hire of these terms and conditions (alternatively Boddington Crane Hire' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 22.3. Boddington Crane Hire may licence and/or assign all or any part of its rights and/or obligations under this Agreement without the Hirer's consent.
- 22.4. The Hirer cannot licence or assign without the written approval of Boddington Crane Hire.
- 22.5. Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.

23. LIMIT OF LIABILITY

- 23.1. Subject to the non-delegable statutory duties shared by the parties under Western Australian law, and to the maximum extent permitted by the Civil Liability Act 2002 (WA), the total aggregate liability of Boddington Crane Hire to the Hirer for all proven losses, damages, compensation claims, indemnities, costs, or expenses arising under or in connection with this Agreement—whether occurring in contract, tort (including negligence), strict liability, breach of statutory duty, or otherwise—shall be strictly limited and capped at a maximum financial sum equal to the total Price actually paid by the Hirer to Boddington Crane Hire for the specific Works out of which the liability arose, or the sum of fifty thousand Australian dollars (\$50,000), whichever is the lesser amount.
- 23.2. Boddington Crane Hire shall under no circumstances be liable to the Hirer for any indirect, special, economic, or consequential loss, including but not limited to loss of profit, loss of production, loss of business revenue, or loss of commercial opportunity.

24. SEVERABILITY

- 24.1. If any provision, or part of a provision, contained in these terms and conditions is judged by a court of competent jurisdiction to be invalid, void, illegal, or otherwise unenforceable, that specific provision or part-provision shall be severed from this Agreement.
- 24.2. The remaining provisions of this Agreement shall continue in full force and effect, and their validity, existence, legality, and enforceability shall not be affected, prejudiced, or impaired in any way by the severed provision.

25. FORCE MAJEURE

- 25.1. Notwithstanding any other provision herein, neither party shall be held liable for any default resulting from force majeure events including but not limited to acts of God, war, terrorism, strikes, lockouts, or any other unforeseeable circumstances beyond their reasonable control.

- 25.2. It is expressly agreed that if the Equipment has not departed from Boddington Crane Hire' premises, the default shall not be imputed to either party.
- 25.3. In the event that the Equipment has left Boddington Crane Hire' premises and is impeded enroute due to fire, flood, storm, or similar unforeseen occurrences, the Hirer shall assume liability. Correspondingly, the Hirer shall bear responsibility until such time as the Equipment is returned to Boddington Crane Hire' premises.

26. NOTICES

- 26.1. Any notices issued under this Agreement can be sent by email or post to the other party via the contact details explicitly specified in the accompanying Quotation or Rate Sheet.
- 26.2. A notice via email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.
- 26.3. A notice via post is deemed to received 4 business days after the date sent, unless evidence of earlier service is provided.

27. WORK HEALTH AND SAFETY AND COMPLIANCE (WA LEGISLATION)

27.1. Shared PCBU Duties:

- a) Both parties acknowledge that they owe overlapping duties of care under the Work Health and Safety Act 2020 (WA).
- b) In accordance with their statutory obligations, the Owner and the Hirer agree to consult, co-operate, and co-ordinate activities to eliminate or minimise risks to health and safety on the site.

27.2. Licensing and Competency:

- a) The Owner warrants that all personnel supplied under this Labour Hire Agreement (including Crane Operators, Doggers, and Riggers) hold current, valid Western Australian High-Risk Work Licences (HRWL) appropriate to the specific class of Equipment and scope of Works being performed.
- b) Proof of licensing must be made available for inspection upon request by the Hirer or regulatory authorities.

27.3. Plant Registration and Maintenance:

- a) The Owner warrants that all mobile cranes supplied under this Agreement possess a valid Plant Registration with WorkSafe WA.
- b) The Owner further confirms that the Equipment is maintained in a safe condition, possesses a current operational logbook on-site, has been annually inspected under CraneSafe WA regulations, and complies fully with the 10-year major inspection requirements mandated under Regulation 235 of the *WHS (General) Regulations 2022*.

27.4. Safety Documentation:

- a) Prior to the commencement of any lifting operations, the Owner's personnel shall present a site-specific Safe Work Method Statement (SWMS) and any required Technical Lift Plans.

- b) Works shall not proceed until the Hirer and the Owner's operator have jointly reviewed the SWMS and verified that the ground-bearing capacity matches the rated parameters on the crane's load charts.

27.5. Exclusion Zones:

- a) The Hirer agrees to enforce and maintain strict physical exclusion zones and barricades around the crane's operational footprint as dictated by the SWMS, keeping all unauthorized personnel clear of the lifting zone.

28. GOVERNANCE

- 28.1. These terms and conditions and any Agreement to which they apply shall be governed by, construed, and enforced in exclusive accordance with the laws of the State of Western Australia.
- 28.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia sitting in Perth for the adjudication of any commercial dispute, contractual breach, or default recovery claim arising under or relating to these terms.
- 28.3. The parties explicitly agree that the Building and Construction Industry Security of Payment Act 2021 (WA) governs all Payment Claims, statutory payment timelines, and rapid adjudication pathways for any crane hire or construction labour operations conducted within the state.