

1. HIRE OF MOTOR VEHICLES

When You hire a Motor Vehicle from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

- 1.1 “*Motor Vehicle*” means Equipment that is a car, truck, utility, caravan, van, motorbike, bus, prime mover, water-cart, pantech or truck or trailer mounted attenuator.
- 1.2 In the event that the Motor Vehicle is lost, stolen or damaged during the Hire Period, Your liability is determined in accordance with clauses 12 and 13 of the Terms of Hire (as varied according to this Special Condition 1).
- 1.3 Clause 13.4 of the Terms of Hire is amended by replacing the wording with the following:
 - “If loss, theft or damage to a Motor Vehicle occurs, the LTD Waiver Excess will be charged. The LTD Waiver Excess is the actual cost of repair of the Motor Vehicle, as reasonably determined by Us.
 - The LTD Waiver Excess payable for the Motor Vehicle is:
 - a. the cost of repairing any damage to the Motor Vehicle up to an amount of \$2,500 if the driver is 25 years or over; OR
 - b. the cost of repairing any damage to the Motor Vehicle up to an amount of \$3,500 if the driver is under 25 years”;

For the avoidance of doubt, Motor Vehicle LTD Waiver Excess will not cover Your liability in respect of any claim by a third party arising out of the Motor Vehicle being lost or stolen during the Hire Period. Notwithstanding clause 13.8(c) and subject to clause 13.6, the LTD Waiver Excess will cover a claim by a third party which relates solely to damage sustained to the third party’s motor vehicle arising as a result of Your use of the Motor Vehicle.

- 1.4 Clause 13.6 of the Terms of Hire is amended by replacing the wording with the following:

“Even if you have paid the LTD Waiver Fee, We will not waive Our rights to claim against You for loss, theft or damage to the Motor Vehicle and the LTD Waiver **will not apply** if the loss, theft or damage:

- a. to the Motor Vehicle, or to the motor vehicle of any third party, has been caused by Your deliberate or reckless act or omission, or by the deliberate or reckless act or omission of any other driver of the Motor Vehicle or any passenger being carried in the Motor Vehicle during the Hire Period;
- c. has arisen as a result of Your use of the Motor Vehicle in violation of any laws (other than a minor traffic offence which does not automatically result in the loss of the drivers’ licence of the driver of the Motor Vehicle);
- d. has arisen as a result of Your breach of a clause of this Hire Agreement;
- e. has been caused by Your failure to use the Motor Vehicle for its intended purpose or in accordance with Our instructions or the manufacturer’s instructions;
- f. occurs to the Motor Vehicle whilst it is located, used, loaded, unloaded, transported on or over water, wharves, bridges or vessels of any kind;

- g. has been caused by a lack of lubrication or a failure to properly service or maintain the Motor Vehicle;
 - h. has been caused by collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object due to insufficient clearance;
 - i. has been caused by the overloading of the Motor Vehicle or any components thereof;
 - j. is caused by exposure to any corrosive or caustic substance, such as cyanide, salt water, acid;
 - k. is caused by vandalism;
 - l. is to windscreens, mirrors, glass or perspex;
 - m. is to any crane mounted on the Motor Vehicle;
 - n. is caused by a truck mounted device; OR
 - o. is caused while the Motor Vehicle is being driven on any road that is unsealed or is not a public road”.
- 1.5 For the avoidance of doubt, You are liable to pay the cost of repairing or replacing flat or damaged tyres or tubes arising as a result of Your use of the Motor Vehicle.
- 1.6 You warrant that You will not allow a person to drive a Motor Vehicle if the person:
- a. is a learner driver;
 - b. does not hold an appropriate licence to drive that class of Motor Vehicle;
 - c. is under the age of 18 years; or
 - d. is affected by, or under the influence of, drugs and/or alcohol.
- 1.7 We may require You to provide Us with any information required under relevant legislation for those persons who will operate the Motor Vehicle. We are also permitted to request and record the details of the licences of any drivers during the Hire Period.
- 1.8 You will keep a record of all relevant details of any driver of a Motor Vehicle including: name, licence details, date and time that the driver used the Motor Vehicle.
- 1.9 You will promptly pay all tolls, fines, penalties and other statutory or Government charges arising out of Your use of the Motor Vehicle during the Hire Period. If We pay any such charges on Your behalf, You must reimburse Us within 7 days of receiving notification of the charges from Us.
- 1.10 In the event of an accident occurring to the Motor Vehicle during the Hire Period, You will thoroughly record the circumstances of the accident, and fully co-operate with Us and/or our insurer.
- 1.11 You must pay a charge for the number of kilometres that You travel during the Hire Period, or for excess kilometres if an agreed usage is made within the hire charge.
- 1.12 You warrant that you will not load the Motor Vehicle in excess of the Motor Vehicle's gross vehicle mass at any time during the Hire Period.
- 1.13 You must return the Motor Vehicle to Us with a full tank of fuel or You will be liable to pay Us a charge specified by us, which will include a labour fee, for filling the fuel tank.
- 1.14 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

2. HIRE OF EARTHMOVING & COMPACTION EQUIPMENT

When You hire Earthmoving or Compaction Equipment from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

2.1 Definitions

- a. *“Earthmoving & Compaction Equipment”* means any Equipment used to move earth, soil, rocks, or compact soil and includes, without limitation, excavators and mini excavators, backhoes, skid

- 3.3 If a crane is required for the safe and proper delivery of a Power Generator, You will be liable for the cost of the crane which includes any waiting time.
- 3.4 You acknowledge that where the Power Generator is required to be connected to fixed or hard wiring, You are responsible for arranging the connection, maintenance and disconnection of the Power Generator by a suitably qualified electrical contractor who conducts the works strictly in accordance with the applicable State or Territory laws and regulations.
- 3.5 We are not responsible for arranging the inspection or reinspection of the Power Generators by the applicable electrical safety authority, where required. Such inspections will be arranged by You at Your expense.
- 3.6 You agree to operate the Power Generator strictly in accordance with the applicable State and Territory electrical laws and regulations.
- 3.7 You agree to operate the Power Generator strictly in accordance with all environmental laws and regulations. You agree to indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us) which we may incur as a result of Your failure to comply with any environmental law or regulation.
- 3.8 When operating the Power Generator, You will:
- a. Properly position the Power Generator and any accessories to eliminate any adverse environmental impact to ensure that it will not leak, spill or disperse any fluids, oils, coolants or fuels;
 - b. In the event of a leak, spill or dispersal, immediately implement control measures to prevent, limit or reduce the impact;
 - c. Evaluate whether spill kits should be available at the site the Power Generator is located;
 - d. Be responsible for the installation, plumbing or bunding of any external fuel cells or additional tanks.
- 3.9 We make no warranties about the ability of the Power Generator to provide constant, uninterrupted power supply. You are responsible for ensuring there is a contingency power supply in place on site in the event that the Power Generator fails. You will be liable and indemnify Us against all liability, claims, damage, loss, costs and expenses arising as a result of Your hire of the Power Generator and Your failure to implement a contingency power supply.
- 3.10 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

4. HIRE OF PUMPS AND DEWATERING EQUIPMENT

When You hire a Pump or Dewatering Equipment from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

4.1 Definitions

- a. *“Dewatering Equipment”* means Equipment that is used for transferring water from one location to another.
- b. *“General Purpose Separation Tank”* means Equipment, in the form of a tank that is designed to reduce liquid velocity to allow suspended matter to be separated.
- c. *“Pump”* means Equipment that is used for moving liquid via mechanical means.
- d. *“Remote Alert System”* means Equipment that is used to operate a Pump remotely, or to alert an operator of a Pump about certain pre-determined performance metrics.
- e. *“Uncertified Design”* means any design, calculation, specification, drawing or sketch that has not been accompanied by a certificate from an engineer or agent employed or engaged by Coates.
- f. *“Water Treatment Equipment (WTE)”* means Equipment that alters the chemical composition of a liquid to a specified parameter.

- 4.2 You acknowledge that We have made the manufacturer's operating and safety instructions for the Pump and Dewatering Equipment You have hired available to You to read.
- 4.3 We are not responsible for the accuracy of the details of any Uncertified Design. Any Uncertified Design is indicative only and has been prepared for the sole purpose of assisting You in assessing and comparing options. You acknowledge and agree that We are not liable for any loss or damage arising from the use any Uncertified Design.
- 4.4 You indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of:
- a. personal injury;
 - b. damage to property; or
 - c. a claim by a third party,
- in relation to Your use or reliance on any Uncertified Design.
- 4.5 For Uncertified Designs, You agree to seek Your own independent advice from a qualified and accredited professional in relation to the proper design, installation and use of the Pump and Dewatering Equipment for Your required purpose. Prior to the hire, You must advise Us of your Pump and Dewatering Equipment requirements, including any proposed alterations and adjustments the qualified and accredited professional requires to any designs, calculations, drawings, specifications and sketches provided by Us.
- 4.6 We require unrestricted access to the site You nominate for the delivery and installation of the Pump or Dewatering Equipment. Prior to the commencement of the installation You must at Your expense:
- a. Obtain all necessary approvals from any relevant authority or local council for the installation of dewatering equipment, WTE, and the supply and discharge of water;
 - b. Isolate the power running through those wires (either above or below ground) that are in close proximity to where the Pump or Dewatering Equipment will be positioned;
 - c. Clearly mark and identify in-ground and buried services prior to the commencement of pre-drilling or the installation of Dewatering Equipment;
 - d. Undertake any necessary pre-drilling of well point holes;
 - e. Undertake any excavation, drilling or restoration necessary to ensure that the area for installation of the Pump or Dewatering Equipment is free of any obstruction (including, but not limited to, rubble, road base, footpaths and fencing) and is suitable for the operation of the Pump or Dewatering Equipment;
 - f. Organise a power connection for the Pump or Dewatering Equipment if connecting from the main power line;
 - g. Provide a crane or excavator for the placement and removal of the Pump or Dewatering Equipment at Your expense, and
 - h. Provide Us with all relevant site information and any other information relevant to the safe delivery and installation of the Pump or Dewatering Equipment.
- 4.7 You are responsible for instructing Us where to position the Pump or Dewatering Equipment at Your site. We may refuse your instructions if the Pump or Dewatering Equipment is not suited to the position.
- 4.8 You are responsible at all times for fuelling and oiling Pumps on a regular basis as specified in Our operation and maintenance manual and at the very least, on a daily basis. Requisite levels are to be adhered to at all times and engines must be stopped regularly for checking.
- 4.9 You are responsible for all pumped discharge and all matters relating to the storage and disposal of the discharge, including, but not limited to:
- a. Identification of contaminated discharge;
 - b. Proper treatment and disposal of contaminated discharge strictly in accordance with all relevant laws and to the satisfaction of all relevant state environmental authorities.
 - c. Obtaining a discharge licence and paying any applicable fees.

- 4.10 Where the Pump or Dewatering Equipment is used for the transfer of sewerage, corrosive liquids or other noxious materials, You are solely responsible for the cleaning, including the fresh water flushing, of all contaminated Equipment prior to returning it to Us.
- 4.11 If You start up a Pump or Dewatering Equipment remotely or automatically and You are not present at the site where such equipment is located, You are responsible for any loss or damage arising from your absence from the site.
- 4.12 Subject to the Terms of Hire , We are also excluded from all liability relating to the hire and use of the Pump and Dewatering Equipment by You, or the use of the Pump and Dewatering Equipment by us, including, but not limited to, liability arising from:
- a. damage to all existing, adjacent or surrounding structures on, above or below the ground;
 - b. damage caused by subsidence;
 - c. damage to utilities or services located on, above or below the ground;
 - d. surveying or locating utilities and services;
 - e. handling storm water and pumping waste;
 - f. the operation of the Pump or Dewatering Equipment not adequate for external conditions, including ground water conditions, which are outside Our control;
 - g. damage arising from the positioning of the Pump or Dewatering Equipment;
 - h. the operation of the Pump or Dewatering Equipment by Our personnel while under Your or Your representative's direction and instruction, or
 - i. exceeding the maximum noise level prescribed by law.

General Purpose Separation Tanks

- 4.13 If you have hired a General Purpose Separation Tank, You acknowledge and agree that:
- a. the General Purpose Separation Tank unit has been designed to separate heavy particles from the fluid being transferred by the pump on the discharge side;
 - b. the General Purpose Separation Tank must be cleaned and emptied prior to lifting or moving;
 - c. all contaminants remain Your property and responsibility at all times;
 - d. it is Your responsibility to check that the quality of water being discharged meets the relevant local, state or federal requirements;
 - e. You must empty all water and silt at the end of the Hire Period prior to collection of the General Purpose Separation Tank by Us; and
 - f. The General Purpose Separation Tank will be clean and free from any contaminants on return.

Water Treatment Equipment (WTE)

- 4.14 If you have hired WTE, You acknowledge and agree that:
- a. the pH Dosing Tank is intended to correct pH levels only;
 - b. You are responsible for establishing the existing pH level and the chemical treatment quantities required to correct the pH level;
 - c. all contaminants remain Your property and responsibility at all times;
 - d. You are responsible for ensuring that adequate stocks of dosing chemicals are on hand to continually maintain the required conditions at the specified level;
 - e. You are responsible for carrying out routine maintenance of the WTE in accordance with the manufacturer's instructions and the operation and maintenance manual;
 - f. You are responsible for ensuring that the WTE is kept filled with water until the WTE is collected by Us to safeguard the pH monitoring probes. Failure to observe this requirement will result in You being charged for the replacement cost of any damaged monitoring probes;
 - g. You are responsible for ensuring that the WTE, all ancillary Equipment and dosing chemicals are enclosed in a secure area and that access is limited to properly trained and authorised personnel only; and
 - h. You are responsible for ensuring that all measures are taken to provide for the safe handling and storage of the dosing chemicals in accordance with the relevant Operating and Safety Instructions and the relevant state and national laws and regulations.

- i. The WTE will be clean and free from any contaminants on return.

Remote Alert Systems

4.15 If you have hired a Remote Alert System, or engaged Us to provide a Remote Alert System in the course of providing any services to You, You acknowledge and agree that:

- a. the Remote Alert System must only be used as a backup breakdown alert system and must not be relied on as the only monitor of the operation of a Pump or pumping system. It is Your responsibility to ensure that a primary breakdown response strategy is in place; and
- b. as the Remote Alert System is reliant on the availability of a sound mobile phone service connection, We are not responsible, and will not be held liable, for any loss or damage arising as a result of the Remote Alert System failing to immediately contact the nominated mobile phone number provided by You; and
- c. We are not otherwise responsible, and We will not be held liable, for any loss or damage arising from Your reliance or use, or any malfunction of, the Remote Alert System.

4.16 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

5. HIRE OF SHORING OR PROPPING EQUIPMENT

When You hire Shoring or Propping Equipment from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

5.1 Definitions

- a. *“Camlock Pile Lifting Clamp”* means a device that lifts metal sheets or piles via a clamp and locking pin that can be remotely released.
- b. *“EMV”* means an excavator mounted pile vibrator driven from the excavator’s hydraulic system.
- c. *“Shoring or Propping Equipment”* respectively means Equipment that is designed to support excavated soil faces or provide structural support to man-made structures.
- d. *“Speed Shore Vertical Shores”* means lightweight hydraulic Shoring Equipment that is used to progressively support excavated cohesive soil faces (also known as a soldier set).
- e. *“Uncertified Design”* means any design, calculation, specification, drawing or sketch that has not been accompanied by a certificate from an engineer or agent employed or engaged by Coates.

5.2 We are not responsible for the accuracy of the details of any Uncertified Design. Any Uncertified Design is indicative only and has been prepared for the sole purpose of assisting You in assessing and comparing options. You acknowledge and agree that We are not liable for any loss or damage arising from the use of any Uncertified Design.

5.3 You acknowledge that We have made the manufacturer’s operating and safety instructions for the Shoring or Propping Equipment You have hired available to You to read.

5.4 You indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of:

- a. personal injury;
- b. damage to tangible property; or
- c. a claim by a third party,

in relation to Your use or reliance on any Uncertified Design.

5.5 For Uncertified Designs, You agree to seek Your own independent advice from a qualified and accredited professional in relation to the proper design, including, but not limited to, load bearing conditions, incidental loadings, fastenings, installation procedures and the use of the Shoring or Propping Equipment for Your

required purpose. Prior to the hire, You must advise Us of your Shoring or Propping Equipment requirements, including any proposed alterations and adjustments the qualified professional requires to any designs, calculations, drawings, specifications and sketches provided by Us.

- 5.6 You acknowledge and agree that the actual composition of the subsurface materials may vary significantly between adjacent test points and sample intervals and at locations other than where observations, explorations and investigations may have been made. You also acknowledge and agree that subsurface conditions, including groundwater levels, can change in a limited time.
- 5.7 You agree not to use the Shoring or Propping Equipment beyond the working capacity specified by the manufacturer.
- 5.8 You acknowledge and agree that where water charged ground is encountered, then an appropriate dewatering plan must be implemented to control the inflows.
- 5.9 We require unrestricted access to the site You nominate for the delivery of the Shoring or Propping Equipment. Prior to the commencement of the delivery and installation You must at Your expense:
- a. Obtain all necessary approvals from any relevant authority or local council for the installation of the Shoring or Propping Equipment.
 - b. Isolate any power (either below or above ground) that is in close proximity to where the Shoring or Propping Equipment will be positioned.
 - c. provide adequate equipment and personnel for the placement and removal of the Shoring or Propping Equipment at Your expense and ensure that the area is free of any obstruction; and
 - d. provide Us with all relevant site information and any other information relevant to the safe delivery of the Shoring or Propping Equipment.
- 5.10 Subject to the Terms of Hire , We are also excluded from all liability relating to the hire and use of the Shoring or Propping Equipment by You, including, but not limited to, liability arising from:
- a. damage to all existing, adjacent or surrounding structures on, above or below the ground;
 - b. damage to utilities or services on, above or below the ground
 - c. surveying or locating utilities or services;
 - d. damage caused by subsidence; and
 - e. handling water and/or pumping waste.

Camlock Pile Lifting Clamp

- 5.11 If You have hired a Camlock Pile Lifting Clamp, You undertake to ensure that while lifting or moving pile or sheet, the rope line connected to the quick release mechanism is kept clear from any obstruction and does not become entangled.

EMV

- 5.12 If You have hired an EMV, You acknowledge and agree that:

- a. You will pay for all costs associated with the installation of the EMV;
- b. You will not use the EMV beyond its rated capacity;
- c. You will at Your own expense, service, maintain and clean the EMV; and
- d. all fuels, oils and greases used by You in the EMV must be approved by Us before use.

Speed Shore Vertical Shores

- 5.13 If You have hired Speed Shore Vertical Shores, You acknowledge and agree that:

- a. You have been supplied with and have read the manufacturer's tabulated data sheets for the Speed Shore Vertical Shores supplied by Us; and
- b. You will keep the manufacturer's tabulated data sheets at the site where the Speed Shore Vertical Shores are installed at all times during the Hire Period.

5.14 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

6. HIRE OF PNEUMATIC MOLES

When You hire Pneumatic Moles from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

6.1 Definitions

- a. *"Pneumatic Moles"* means a pneumatic ground piercing tool designed to create a void for the passage of ground service pipes, cables, conduits or other related services.

6.2 You acknowledge that We have made the manufacturer's operating and safety instructions for the Pneumatic Mole You have hired available to You to read.

6.3 You must ensure that the area to be pierced using the Pneumatic Mole is free of any existing utilities and services.

6.4 Subject to the Terms of Hire, We are also excluded from all liability relating to the hire and use of the Pneumatic Mole by You, including, but not limited to, liability arising from:

- a. damage to all existing, adjacent or surrounding structures on, above or below the ground;
- b. damage to utilities or services on, above or below the ground; and
- c. surveying or locating utilities and services.

6.5 You agree to position and aim the Pneumatic Mole correctly to ensure it does not deviate off course, hit an impenetrable object or damage any infrastructure asset.

6.6 You agree to operate the Pneumatic Mole at all times with oiled compressed air using an air tool oiler.

6.7 You agree to only use oil in the Pneumatic Mole that has been approved by Us.

6.8 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

7. ELECTRONIC MESSAGE BOARDS & TRAFFIC CONTROL EQUIPMENT

When you hire Electronic Message Boards or Traffic Control Equipment from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

7.1 Definitions

- a. *"Electronic Traffic Control Equipment"* means electronic Equipment that is used to control traffic which includes, but is not limited to, portable traffic lights, variable message signs, traffic sensors, arrow boards, portable boom barriers, radar controlled speed advisory signs and variable speed limit signs.
- b. *"Portable Boom Barriers"* means a portable traffic control device designed for temporary traffic control operations or site access.
- c. *"Portable Traffic Lights"* means an independently powered, mobile traffic light solution, comprising a pair of units which can be remotely controlled to manage the flow of traffic.
- d. *"VMS Board"* means an electronic variable message sign board that may be used to control traffic or used for general advertising purposes.

7.2 You acknowledge that We have made the manufacturer's operation manual and guidelines and safety instructions for the Electronic Traffic Control Equipment, VMS Board and Portable Traffic Lights You have hired available to You to read.

- 7.3 For the avoidance of doubt, You are responsible for the safe placement, operation and use of the Electronic Traffic Control Equipment or VMS Board You have hired in accordance with:
- a. all relevant laws and statutory regulations;
 - b. any applicable Australian Standard(s) or directions issued by any public authority or government agency; and
 - c. the manufacturer's operation manual and guidelines and safety instructions.

In the event that You instruct Us to place the Electronic Traffic Control Equipment or VMS Board, you warrant that you will provide Us with all information relevant and available for the safe placement of the Electronic Traffic Control Equipment or VMS Board.

- 7.4 You acknowledge that in the event of a malfunction of:
- a. Portable Traffic Lights, the fail safe system will revert the Portable Traffic Lights to a flashing amber signal; or
 - b. a Portable Boom Barrier, you will implement alternative traffic control operations (if applicable) in accordance with all laws and statutory requirements or as otherwise required by any public authority or government agency (such as engaging traffic controllers with STOP/SLOW bats to perform traffic control for each portable boom barrier that has malfunctioned).
- 7.5 You agree that you will not use Electronic Traffic Control Equipment or VMS Board for advertising, political, personal or marketing purposes or for any other purposes (or in any manner) where such use contravenes any laws, government, local council or statutory regulations and any applicable Australian Standard(s).
- 7.6 You are liable for, and indemnify Coates against, all liability, claims, damage, costs and expenses (including any fines that may be issued) arising from:
- a. any incorrect use or placement of the Electronic Traffic Control Equipment or VMS Board;
 - b. Your failure to comply with special condition 7.5 or any other term of this Hire Agreement; or
 - c. Your use or operation of the Electronic Traffic Control Equipment or VMS Board.
- 7.7 If there is any conflict between Our Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

8. HIRE OF TRAFFIC SAFETY BARRIERS AND END TREATMENTS

When You hire Traffic Safety Barriers or End Treatments from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

8.1 Definitions

- a. "*End Treatment*" means a crumple zone or flaring at the end of a Traffic Safety Barrier and includes Absorb 350, Triton, Armorzone, Sloped (Taper) End, TAU II and Quadguard products made available for hire by Us.
- b. "*Traffic Safety Barrier*" means a barrier designed to resist penetration of an out of control vehicle and includes road authority approved water filled barriers, concrete barriers and steel barriers, and any screen attachments, made available for hire by Us.

- 8.2 You acknowledge that We have made the manufacturer's operating and safety instructions for the Traffic Safety Barriers and End Treatments You have hired available to You to read.
- 8.3 At Your cost, You must provide a safe work zone, including without limitation, implementing reasonable measures for the observation of safe speed limits by drivers, for the installation, removal and repair of the Traffic Safety Barriers and End Treatments and obtain all necessary approvals from any relevant authority or local council for such installation.
- 8.4 You must provide traffic control, adequate lighting and sufficient room for the safe unloading, positioning, removal and repair of the Traffic Safety Barriers and End Treatments.

- 8.5 If the Traffic Safety Barriers and End Treatments require pinning to the road surface You must check for underground utilities and provide a report to Us stating that no services will be affected by the installation of the required anchor pins.
- 8.6 You are responsible for filling water filled Traffic Safety Barriers and End Treatments with water and maintaining them with a full level of water in accordance with the manufacturer's instructions. We will only be responsible for repairing or replacing leaking water filled Traffic Safety Barriers or End Treatments if notified within 48 hours of delivery. Leaks identified after this time must be fixed at Your cost.
- 8.7 You are responsible for regularly checking and maintaining any screens that may be attached to the Traffic Safety Barriers so that they do not impinge on traffic or become a traffic hazard.
- 8.8 We are not responsible for any time delays or penalties for works not being completed on time if the original scope of works changes once equipment and / or install staff are on site, or if events outside the control of Coates, including inclement weather, adversely affect the site.
- 8.9 You must advise Us of the start and finish lines for the Traffic Safety Barriers and the location of any intermediate anchors, bends and gates for the Traffic Safety Barriers to be installed.
- 8.10 You must be present at the end of the installation of the Traffic Safety Barriers and End Treatments to sign off with Us that Traffic Safety Barriers and Crash Cushions are in the correct location.
- 8.11 If We are required to re-instate the anchor pin holes left in the road You must advise of the method of reinstatement at the time of the quotation being prepared, otherwise You may incur additional charges.
- 8.12 The Traffic Safety Barriers are not supplied with reflective markers. If You require reflective markers You must advise Coates at the time you request a quotation and an additional fee will be charged.
- 8.13 In the event you relocate any Traffic Safety Barriers or End Treatments ("the Barriers") after installation by Us, You acknowledge that you will continue to be responsible for the Barriers, and to maintain the Barriers, in accordance with the manufacturer's instructions and these Special Conditions of Hire. Pursuant to clause 13.8 of the Terms of Hire, You are liable for, and indemnify Us against, all liability, costs and expenses We incur arising with respect to Your use of the Barriers or Your breach of these Special Conditions of Hire (including, but not limited to, any failure by You to continue to maintain the Barriers in accordance with the manufacturer's instructions).
- 8.14 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

9. HIRE OF TRUCK OR TRAILER MOUNTED ATTENUATORS

When You hire an Attenuator from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

- 9.1 "*Attenuator*" means all trailer and truck mounted crash or traffic attenuators offered for hire by Us.
- 9.2 LTD Waiver is not available under any circumstances for Attenuators, regardless of whether You have chosen to take out an appropriate policy of insurance that covers loss or damage to the Attenuators arising from the hire, or whether You have chosen to self-insure the Attenuators.
- 9.3 You acknowledge that We have made a copy of the manufacturer's operating instructions and the applicable operating and safety instructions for the Attenuator available to You to read.
- 9.4 You acknowledge the trailer mounted Attenuator host vehicle must be a minimum tare weight of 4500kg unladen as required by the manufacturer, and You agree to only use a host vehicle with a tare weight in excess of 4500kg unladen.

- 9.5 You agree to only attach and use the trailer mounted Attenuator with a 20T rated pintle hook on the host vehicle as required by the manufacturer. The host vehicle must also have sufficient contact area for the telescoping anti-rotational system (TARS) as required by the manufacturer. If the host vehicle does not have sufficient strike area, a strike plate must be fitted as required by the manufacturer.
- 9.6 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

10. HIRE OF HYDRAULIC SYNCHRONISED LIFTING SYSTEMS (HSLs)

When You hire an HSLs from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

10.1 Definitions

- a. *"HSLs Oil"* means the oil referred to in the HSLs User Manual
- b. *"HSLs"* means the Hydraulic Synchronised Lifting System as described in the User Manual, as amended from time to time, and which is used for controlling the lifting, lowering and positioning of large, heavy or complex structures.
- c. *"Hire Period"* is redefined in these Special Conditions, such that it commences when the Equipment leaves Our premises, regardless of whether You have requested that We organise transport and delivery of the HSLs, or whether You have organised the transport and delivery of the HSLs.
 - i. The Hire Period is for an indefinite term and ends when the HSLs is back at Our premises.
 - ii. The Hire Period includes weekends and public holidays.
- d. *"User Manual"* means the HSLs User Manual, as amended from time to time.

10.2 You acknowledge that We have made the User Manual available to You to read and that You are obliged to use the HSLs in accordance with the User Manual.

10.3 You warrant that You have, or had the opportunity to, obtained Your own independent advice from a qualified professional in relation to the proper installation and use of the HSLs for Your required purpose.

10.4 Any designs, calculations, drawings, specifications, sketches, advice or site assistance produced or given by Us for You are prepared solely on the information supplied by You and we are not responsible for the accuracy of the details contained therein. All designs, calculations, drawings, specifications, sketches, advice and site assistance produced or given by Us are indicative only. You acknowledge and agree that We are not liable for any loss or damage arising from the use of such designs, calculations, drawings, specifications, sketches, advice or site assistance. You indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) in respect of:

- a. personal injury and death;
- b. damage to tangible property; or
- c. a claim by a third party,

in relation to Your use or reliance on the designs, calculations, drawings, specifications, sketches, advice or site assistance produced or given by Us.

10.5 Under no circumstances will We supply an operator to operate the HSLs on Your behalf.

10.6 To prevent oil cross contamination, You must ensure that only Enerpac Oil is contained in the components that You attach to the HSLs. If the HSLs has been contaminated, You must immediately stop using the HSLs and notify Us.

10.7 You acknowledge and agree that You are responsible for any contamination of the HSLs in the Hire Period, and You will be liable for all costs We incur in decontaminating and repairing the HSLs. If, in Our opinion acting reasonably, the HSLs is not capable of being decontaminated, You will be charged for the new replacement cost of the HSLs.

10.8 During out of site hours and when the HSLs is unsupervised, You are required to lock the control station of the HSLs to prevent unauthorised access to the control station.

10.9 Subject to clause 15 of the Terms of Hire, We are also excluded from all liability relating to the hire and use of the HSLs by You, including, but not limited to, liability arising from:

- a. damage to utilities or services on, above or below the ground;
- b. damage to all existing, related, adjacent or surrounding structures on above or below the ground;
- c. the operation of the HSLs where it is not adequate for conditions, Your required purpose, specific job requirements, or intended use; or
- d. malfunction of the HSLs.

10.10 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

11. CONFINED SPACE EQUIPMENT

When You hire Confined Space Equipment from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

11.1 Definitions

- a. *“Confined Space Equipment”* means protective Equipment that is used to assist in breathing in confined spaces and includes, but is not limited to breathing apparatus, escape kits, lanyards and masks.

11.2 You acknowledge that We have made the operating and safety instructions for the Confined Space Equipment You have hired available to You to read.

11.3 In addition to your obligations under the Terms of Hire, You acknowledge and agree that you have read and will comply with Australian Standard, AS2865 2001 in the operation of the Confined Space Equipment.

11.4 You warrant that a competent person, as defined in AS2865 2001, is responsible for the use, care and testing of the Confined Space Equipment during the Hire Period.

11.5 You acknowledge and agree that all Confined Space Equipment is sealed. If You use or open the Confined Space Equipment, an automatic cleaning and sterilisation charge will be applied to Your account.

11.6 On Your return of the Confined Space Equipment to Us, We will conduct a thorough inspection of and will clean the Confined Space Equipment. If We note any damage to the Confined Space Equipment, we will send you a report, detailing any repairs required and the cost of undertaking the repairs or cleaning.

11.7 If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions of Hire will prevail to the extent of the inconsistency.

12. DANGEROUS GOODS CONTAINERS

When You hire Dangerous Goods Containers from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

12.1 Definitions

- a. *“Dangerous Goods”* means substances that present an immediate hazard to people, property or the environment.
- b. *“Dangerous Goods Container”* means a container used for the storage of Dangerous Goods.
- c. *“SDS”* means a safety data sheet.

12.2 You acknowledge that We have made the operating and safety instructions for the Dangerous Goods Container You have hired available to You to read.

12.3 You warrant that a competent person will:

- a. Determine the suitability of the Dangerous Goods Container for the storage of the particular Dangerous Goods that You will be storing;
- b. Review the location of the Dangerous Goods Container having regard to site risks, including without limitation: ignition sources; traffic impacts; proximity to sensitive assets; security; and neighbouring land use.
- c. Determine whether, and applying as necessary, any required regulatory markings, labels or signage or other documentation to the Dangerous Goods Container and or perimeter fencing of the site in accordance with relevant legislation.
- d. Provide a SDS for the users of any dangerous goods stored in the Dangerous Goods Container. The SDS will be placed in the document holder inside the Container.

12.4 You must return Hazardous or Dangerous Goods Containers to Us with all hazardous or dangerous goods and contents removed and in a clean and decontaminated condition. We may refuse to collect or accept the Hazardous or Dangerous Goods Container if it is not empty, clean and decontaminated.

12.5 If You do not return the Dangerous Goods Container in a clean and decontaminated condition, You will be liable for the cost of undertaking any repairs, cleaning or decontamination. Such cost may include the cost of laboratory analysis or other expert advice.

12.6 Dangerous Goods Containers with Dangerous Goods inside must only be transported in accordance with all relevant laws and if appropriate SDS documentation is carried by the driver.

12.7 We may refuse to collect a Dangerous Goods Container if it cannot be moved safely or if it is not empty.

13. PORTABLE BUILDINGS

When You hire Portable Buildings from Us, these additional Special Conditions of Hire form part of Your Hire Agreement. Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

13.1 Definitions

- a. "Approvals and Permits" includes any development consent, permits (building permits or otherwise) or other approval from any local council, Authority or as otherwise required by law regarding the installation of the Portable Buildings and any Works.
- b. "Authority" and "Authorities" includes any public authority or government agency responsible for regulating any Works.
- c. "Licence" means a validly issued licence (including a building licence in the appropriate classes) issued by the relevant Authority with respect to the Works.
- d. "Portable Building(s)" means a relocatable, demountable or transportable building that is designed to be moveable and is hired to You for temporary purposes.
- e. "Site" means the site where the Portable Buildings are installed.
- f. "Works" means the works (if any) We have been engaged to manage in connection with the hire of the Portable Buildings and may include design, installation, maintenance and certification services.

13.2 You acknowledge and agree that:

- a. the Portable Buildings are for temporary commercial use only and will be on the Site for a limited duration. The Portable Buildings will not form part of any permanent structure or building on the Site;
- b. You will obtain all relevant Approvals and Permits at Your cost prior to:
 - i. the commencement of the Hire Period; and
 - ii. engaging Us to manage the Works (if any).
- c. where We have been engaged to manage any Works associated with the hire of the Portable Buildings:
 - i. You acknowledge that We are not a registered building practitioner or engineer (and do not hold a Licence as a building practitioner or engineer) and Our employees will not be carrying out the Works. The Works (at all times) are to be carried out by a third party who holds the relevant Licence(s) or is otherwise registered to carry out the Works;
 - ii. We will not be responsible for the acts or omissions of any subcontractors, agents or consultants You engage in connection with the Works (if any) ("Personnel") and
 - iii. You release Us from all claims, costs, liabilities and expenses You incur arising from the acts or omissions of such Personnel;
 - iv. You warrant that the installation of the Portable Buildings is exempt from the requirements to obtain any Approval or Permits (unless otherwise advised by You in writing prior to the commencement of the Works). Where such Works are not exempt, You warrant that you have obtained all relevant Approvals and Permits prior to the installation of the Portable Buildings and that We will not be breaching the requirements of any Approvals and Permits in managing the Works;
 - v. You will immediately notify Us of any works that an Authority (including a building surveyor) advises You that requires Approvals or Permits to be held by Us or the installer of the Portable Buildings;
 - vi. You will only engage and allow on Site installers that hold the relevant Licences or are otherwise registered to install the Portable Buildings and that can comply with the terms and conditions of the Approvals and Permits;
 - vii. You will clearly mark and identify all in-ground and buried services (and advise of any utilities or services located on or above the Site) prior to the installation of the Portable Buildings.
- d. You will not require us to register with any Authority for the purposes of obtaining any Licences, building permits or to otherwise manage any Works.
- e. You will indemnify Us should We incur any liability, damage, loss, costs, expense or fine as a result of Your breach of, or in connection with, this clause 13.
- f. In the event of any inconsistency between the terms of this Hire Agreement and this clause 13, this clause 13 shall prevail.