



Schedule of Additional Plant Hire Terms

1. APPLICATION AND INTERPRETATION

- (a) **If ticked as applicable in the Order**, the terms and conditions within this Schedule of Additional Plant Hire Terms apply additionally to the other terms and conditions in the documents comprising the Agreement between SCE and the Supplier.
- (b) Any inconsistency, discrepancy or ambiguity between the documents comprising the Agreement between SCE and the Supplier, is to be resolved and interpreted in accordance with the order of precedence set out in clause 1(a) of SCE's Standard Purchase Order Terms and Conditions unless otherwise determined by SCE.
- (c) Any capitalised terms not defined in clause 38 of this Schedule of Additional Plant Hire Terms have the meaning set out in SCE's Standard Purchase Order Terms and Conditions.

2. TERM

- (a) This Agreement commences on the Commencement Date and concludes on the Expiration Date. The Parties agree that the Expiration Date may be extended by mutual agreement. Unless otherwise agreed, the rates for all Plant or Equipment are fixed at the rates contained in the Schedule of Rates during this Agreement.
- (b) Notwithstanding the above, any hire of Plant or Equipment by the Supplier to SCE prior to the finalisation and execution of this Agreement shall be subject to the terms of the Agreement.

3. SUPPLIER'S OBLIGATIONS

The Supplier's obligations under this Agreement include:

- (a) hiring out the Plant or Equipment identified in the Order that is issued as part of this Agreement, and in accordance with any conditions contained in the Order;
- (b) pre-delivery washing and cleaning of the Plant or Equipment to weed and seed standard, including a "Weed Hygiene Declaration" in the form required by SCE;
- (c) delivery and commissioning of the Plant or Equipment such that it is ready and available for use at SCE's Site on the Commencement Date;
- (d) decommissioning, dismantling and transport off SCE's Site of the Plant or Equipment on the Expiration Date;
- (e) delivery and transport of the Plant or Equipment to and from SCE's Site, erecting and dismantling the Plant or Equipment, collecting the Plant or Equipment and all associated activities;

- (f) if the Plant or Equipment requires any associated equipment for its use, for example brick cages, slings, dog boxes, radio communication systems or other similar items, the Supplier shall supply such items to SCE on request at no additional cost; and
- (g) ensuring that the Supplier's personnel entering the project's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - (i) safe working practices;
 - (ii) safety legislation;
 - (iii) safety and care of property including the environment; or
 - (iv) continuity of work.

4. MOBILISATION AND DEMOBILISATION

- (a) Mobilisation and demobilisation is paid on the initial mobilisation and final demobilisation at the applicable rate in the Schedule of Rates or otherwise specified in the Order or advised by SCE. If Plant or Equipment is removed from SCE's Site for any reason at the Supplier's own preference, for example, for servicing, repairs, other work contracts, or other stand down periods, no additional mobilisation or demobilisation rates will be charged to SCE.
- (b) If more than one SCE's Site is specified, transportation between SCE's Sites is included within the rates of hire unless specifically noted in the Schedule of Rates or Order or advised by SCE.

5. SERVICING AND MAINTENANCE OF PLANT OR EQUIPMENT

- (a) Daily service shall consist of one (1) visual inspection per shift of oils, grease, coolant and lubricants per item of Plant or Equipment and the supply of necessary labour, plant and materials to top up.
- (b) All other servicing, including minor, major, routine and the servicing referred to above, includes the supply of necessary labour, plant and materials to carry out the servicing and maintenance. The Supplier will be responsible for all such servicing and maintenance which is necessary to keep the Plant or Equipment in a properly maintained and operable state and is to be conducted in line with warranty requirements and Manufacturer's Guidelines.



SCHEDULE OF ADDITIONAL PLANT HIRE TERMS –

APPLYING TO SCE'S STANDARD PURCHASE ORDER TERMS AND CONDITIONS

- (c) The Supplier is responsible for all servicing associated with fair wear and tear of the Plant or Equipment, including in relation to tyres and ground engaging tools.
- (d) If it is necessary to repair the Plant or Equipment and the need for repair is not SCE's responsibility under this Agreement, SCE may at its sole discretion:
 - (i) carry out the repairs at the Supplier's cost (and deduct the cost of the repairs from any amount due to the Supplier under this Agreement or otherwise); or
 - (ii) require the Supplier to repair the Plant or Equipment at the Supplier's cost by the time specified by SCE; or
 - (iii) vary the Agreement to exclude the item of Plant or Equipment requiring repair from its operation.

6. EXTENSION

- (a) Operation periods may vary at the discretion of SCE. The Parties may extend the Expiration Date and adjust the Price for any Plant or Equipment by agreement, and unless otherwise agreed in writing, any such extension of the Hire Term shall be on the same terms and conditions as applied to the original Hire Term under the Order.
- (b) Where an Expiration Date has been extended, the Expiration Date shall be deemed to have been amended to that extended date.

7. STAND DOWN

- (a) A notice of stand down may be given by SCE verbally, to be confirmed on the day docket for the day of the notice. The stand down will be effective for the next day unless specifically noted otherwise by SCE on the docket, with a reason given for the stand down on the docket. There is no standby rate unless stated otherwise in the Order.
- (b) The day is deemed a wet day if notified to the Supplier by SCE. The day docket for the day should note any wet weather stand down.

8. REGISTRATION AND INSURANCE

- (a) The Supplier shall ensure that at all times during the period of hire, the Plant or Equipment is registered and insured as may be required by Law and by this Agreement.
- (b) The Supplier must provide certificates of currency for the insurances listed below in clauses 8(c) - 8(f) prior to the commencement of hire:

Workers Compensation Insurance

- (c) Regardless of whether Operators are provided under this Agreement, the Supplier must ensure that it maintains

workers compensation insurance to cover liability for death or injury as required by statute or common law to persons employed by the Supplier. The Supplier shall ensure that this obligation extends to all of its subcontractors.

Plant and Motor Vehicle Insurance

- (d) Plant and motor insurance cover provided by the Supplier must provide cover for the indemnities of the Supplier under this Agreement, noting SCE as an interested party.
- (e) Subject to insurance, the risk of loss or damage to the Plant or Equipment shall belong to the Supplier until SCE collects the Plant or Equipment or the Plant or Equipment is delivered to it, as the case may be, and until the Plant or Equipment is due to be collected from it or is redelivered by SCE to the Supplier, as the case may be.

Public and Products Liability Insurance

- (f) Public and Products Liability insurance cover provided by the Supplier must:
 - (i) provide cover for the indemnities of the Supplier under this Agreement, noting SCE as an interested party; and
 - (ii) have a minimum limit of cover of \$20,000,000.

9. MINIMUM SAFETY EQUIPMENT REQUIREMENTS

The following applies to all hired Plant or Equipment, including delivery vehicles, which are required to be on Site:

- (a) The Supplier is required to supply their employees with the following personal protective equipment:
 - (i) safety helmets less than two years old at the date of issue;
 - (ii) safety glasses or prescription safety glasses that comply with the Australian Standards;
 - (iii) high visibility clothing or vest (orange);
 - (iv) long sleeve shirts (orange);
 - (v) long trousers; and
 - (vi) safety boots that comply with the Australian Standards.
- (b) All mobile Plant or Equipment shall:
 - (i) have maintenance records for that item of Plant or Equipment;
 - (ii) be fitted with a rotating flashing light;
 - (iii) have an operating reversing beeper;
 - (iv) a daily pre start log book;



- (v) be free of oil leaks;
 - (vi) be free of off-site soil and weeds;
 - (vii) be fitted with a currently tested and tagged fire extinguisher; and
 - (viii) carry a fully equipped first aid kit.
- (c) All Plant or Equipment used to lift loads must:
- (i) be fitted with a controlled lowering device;
 - (ii) have a safe working load or working load limit displayed on the lifting point;
 - (iii) have a load chart for using the Plant or Equipment for lifting purposes;
 - (iv) be slung by a competent person who will direct the Operator during the lift; and
 - (v) have the lifting gear inspected prior to use (slings and shackles).

10. USE OF ELECTRICAL EQUIPMENT

- (a) All portable electrical equipment and leads shall be tested and tagged prior to use and retested every three months.
- (b) A register of electrical equipment and leads shall be maintained on Site.
- (c) A residual current device/ earth leakage circuit breaker unit shall be used in-line for all electrical equipment and is to be tested daily.
- (d) A visual inspection of portable electrical equipment shall be performed prior to use.

11. COMPLIANCE BY SUPPLIER

The Supplier shall:

- (a) provide Plant or Equipment that is compliant with all applicable Law;
- (b) transport, erect, commission and dismantle the Plant or Equipment in accordance with any applicable Law and will pay any associated costs, fees, penalties or expenses; and
- (c) carry out all maintenance, repair, testing requirements and any other action in accordance with the manufacturer's specifications and all applicable Law.

12. SUPPLIER'S SITE CONTROL

- (a) The Supplier shall at all times, at the Supplier's cost:
 - (i) comply with the regulations, specifications and restrictions imposed by SCE relating to the

transport, storage, handling and use of materials (especially hazardous materials), the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on SCE's Site; and

- (ii) ensure that materials, Plant or Equipment shall be stored in lay down area(s) approved by SCE when not in use.

- (b) No motor vehicles can leave SCE's Site laden with any material unless it is loaded in a manner that will prevent the discharge or dropping of any of the materials. All trucks exiting SCE's Site must have their tailgates secured and loads covered for all trips. All vehicles entering or exiting SCE's Site must use the defined entry and exit points, including a wheel wash facility or shaker where provided.
- (c) No fuel is to be stored on SCE's Site except in approved fuel bunds. No refueling shall be undertaken within 30 metres of a water way or drainage line.

13. SECURITY INTEREST

General

- (a) In this clause the terms **security interest, Grantor, Proceeds, Secured Party** and **Personal Properties Security Register** have the same meaning as under the *Personal Properties Security Act 2009* (Cth) (PPSA).

Title to Plant or Equipment

- (b) The Supplier retains full title and property to and in the Plant or Equipment and SCE will be a bailee only.
- (c) The Supplier may, if a security interest in relation to the Plant or Equipment arises under this Agreement, register that security interest on the Personal Property Securities Register while the Plant or Equipment is on SCE's Site. The Supplier shall give SCE notice of registration of any security interest in connection with the Plant or Equipment.
- (d) The Supplier must remove any security interest it registers under the Personal Properties Security Register, and give evidence of its removal from the Register to SCE, on collecting the Plant Equipment at the Expiration Date.
- (e) The Supplier indemnifies SCE against all loss, cost, damage or expense SCE may suffer or incur in relation to a breach by the Supplier of this subclause.

Granting of Security Interest

- (f) Without limiting SCE's rights under this Agreement or otherwise at Law, the Supplier grants to SCE a security interest in all of the following, whether they are now held



by the Supplier or whether they are acquired later during the term of this Agreement:

- (i) materials and things forming part of the Agreement services;
- (ii) the Plant or Equipment;
- (iii) license entered into with third parties with respect to the things described in clauses 13(f)(i) and 13(f)(ii);
- (iv) proceeds of the things described in clauses 13(f)(i), 13(f)(ii) and 13(f)(iii); and
- (v) agreements with its subcontractors relating to the Agreement and in all its rights and claims against those subcontractors,

(‘Collateral’)

as security for the Supplier’s strict compliance with all of its obligations under this Agreement and for SCE’s exercise of any remedies available to it under this Agreement or otherwise at Law.

- (g) If SCE determines that this Agreement (or a transaction in connection with it) is or contains a security interest, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which SCE asks and considers necessary for the purposes of:
 - (i) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
 - (ii) enabling SCE to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
 - (iii) enabling SCE to exercise rights in connection with the security interest, to the extent permitted by Law in priority to any other security interest.

14. FITNESS FOR PURPOSE

- (a) Provided SCE has fulfilled all its maintenance obligations noted in this Agreement and should Plant or Equipment not be available to work for any less than 90% of available hours (**‘Equipment Availability’**) as calculated below during a calendar month, SCE reserves the right to:
 - (i) request the item of Plant or Equipment to be replaced at no extra cost to SCE;
 - (ii) terminate this Agreement in accordance with clause 15 of SCE’s Standard Purchase Order

Terms and Conditions and engage an alternative hire company; and/or

- (iii) reduce the minimum hours proportionately in accordance with the following formula:

$$\text{Equipment Availability} = \frac{[(\text{Rostered Hours} - \text{Downtime Hours}) / \text{Rostered Hours}] \times 100}{}$$

Rostered Hours: are all hours where operations have been scheduled to take place excluding inclement weather periods.

Downtime Hours: means all the time during Rostered Hours where the Plant or Equipment is unavailable to operate due to either breakdown or scheduled maintenance or where repairs or servicing carried out takes longer than considered reasonable or acts or omissions by another party outside of the Supplier’s control render the equipment unavailable, but excludes accident damage repairs, daily servicing, inspections, fuelling and replacement and repair of ground engaging tools.

15. BREAKDOWN

- (a) If the Plant or Equipment is damaged or rendered non-operational as a result of any cause, or does not comply with the requirements of this Agreement, and cannot be used by SCE for the purpose for which it is hired, the Supplier must notify SCE and must promptly replace or repair the Plant or Equipment.
- (b) In the event of a breakdown of the Plant or Equipment, the Supplier must repair the Plant or Equipment as soon as practicable.
- (c) If the Plant or Equipment is to be repaired, the Supplier must, if it is reasonably practicable to do so, give SCE temporary replacement Plant or Equipment which complies with the requirements of this Agreement.
- (d) The Price is not payable while the Plant or Equipment is not operational except to the extent the cause of the damage or operational fault is due to a negligent act or omission on the part of SCE.
- (e) If it is necessary to urgently repair an item of Plant or Equipment and the Supplier is not able to repair or replace the item within a time frame acceptable to SCE, SCE may, after giving the Supplier reasonable notice in writing, carry out the repairs at the Supplier’s cost and deduct the cost of the repairs from any amount due to the Supplier under this Agreement or otherwise.

16. INDEMNITY

- (a) Subject to clause 32 of this Schedule of Additional Plant Hire Terms, the Supplier indemnifies SCE from all Claims in connection with any loss, cost, expense or damage SCE may suffer or incur in connection with the hire of the Plant or Equipment and the use of the Plant or Equipment by the Operator, except to the extent caused



or contributed to by the gross negligence or recklessness of SCE.

- (b) SCE shall not be liable to the Supplier for indirect or consequential losses on any account.

17. INSPECTION AND RETURN OF EQUIPMENT

- (a) The Supplier will provide SCE any completed Plant Documents listed in the Order along with any other relevant documents (concerning all Plant or Equipment contained in this Agreement) prior to the Commencement Date. SCE must agree with the Plant Documents and any other relevant documents prior to the commencement of works on Site. If discrepancies are visible between any of the documents provided by the Supplier and the condition of equipment at the time of handover, SCE will notify the Supplier prior to the operation of Plant or Equipment on SCE's Site.
- (b) A joint inspection between a representative of SCE and the Supplier must be performed upon delivery of the Plant or Equipment to SCE's Site and the condition of the Plant or Equipment is to be detailed in a written report.
- (c) SCE shall ensure that the Plant or Equipment is ready for return to the Supplier undamaged (except for fair wear and tear or damage identified in a joint inspection performed in accordance with subclause 17(b)) within a reasonable time after the earlier of the expiration of the Expiration Date or termination of this Agreement.
- (d) In the case of Wet Hire, the Supplier must cause the Operator to inspect the Plant or Equipment daily and complete an Inspection Checklist. In the case of Dry Hire, SCE must inspect the Plant or Equipment daily and complete an Inspection Checklist.
- (e) The Supplier shall remove the Plant or Equipment from SCE's Site within 48 hours after receiving notice from SCE that it is available for removal. The costs of removal of the Equipment from SCE's Site shall be at the cost of the Supplier.
- (f) After the first to occur of the Expiration Date or the earlier date of termination of this Agreement, the Parties shall, within 48 hours jointly undertake a final inspection of the Plant or Equipment.
- (g) SCE shall not be liable to the Supplier in respect of any Claim which the Supplier may make or bring for any cost, loss expense or damage incurred by the Supplier arising out of or in connection with any loss or damage to the Plant or Equipment (including wear and tear of any part of the Plant or Equipment) on return of the Plant or Equipment under this clause 17, and the Supplier waives all rights it may have in respect of any such Claim unless:
 - (i) the Supplier initiates and participates in a joint inspection in accordance with subclause 17(b)

and the condition of the Plant or Equipment is recorded in a written report; and

- (ii) the Supplier initiates and participates in a joint final inspection in accordance with subclause 17(f) and any such loss or damage is identified to SCE by the Supplier during such inspection and recorded in writing by the Supplier to SCE within 3 Business Days of the date of the joint final inspection; and
 - (iii) SCE has the right to further inspect the Plant or Equipment prior to any repair. If further repairs are done without notifying SCE and allowing an inspection, then the Supplier shall have no Claim.
- (h) The Supplier indemnifies SCE against any cost, loss, expense or damage (including legal costs) that SCE may incur in respect of any Claim which a third party who uses or hires the Plant or Equipment after SCE has returned it to the Supplier under this Agreement, may make or bring against SCE arising out of or in connection with any loss or damage to the Plant or Equipment (including the availability or operational performance of the Plant or Equipment). The provisions of this subclause 17(j) will survive the expiration or termination of this Agreement.

18. INDUSTRIAL RELATIONS

The Supplier is responsible for all industrial relations matters relative to its employees and for compliance with all relevant awards, industrial agreements or other matters that may affect the Supplier's performance of this Agreement. Further the Supplier indemnifies SCE against disruption to the work and any Claim from any industrial dispute or difficulty arising in relation to any employee or worker on behalf of the Supplier or any other breach of the Supplier's obligations under this clause.

19. DISPUTE RESOLUTION

- (a) A Party claiming that a dispute has arisen shall notify the other Party in writing. Such notice shall be within 5 Business Days of the cause of the alleged dispute.
- (b) If the amount in dispute is less than \$400,000 and the dispute cannot be resolved by negotiation, then, to the extent permitted by Law, the dispute shall be settled by the final and binding decision of an arbitrator appointed:
 - (i) by agreement between the Parties; or
 - (ii) if agreement is not reached within 10 Business Days after a notice of dispute, an arbitrator nominated by the President of the Resolution Institute.
- (c) The arbitration shall be conducted in accordance with the Resolution Institute Arbitration Rules. Unless otherwise



agreed, the costs of the arbitration will be borne by both Parties equally.

- (d) Notwithstanding this clause 19, SCE may give written notice to the Supplier requiring any dispute which affects a Head Contract dispute to be resolved as part of the Head Contract dispute.

20. SERVICE OF NOTICES

- (a) Except as otherwise stated in this Agreement, any notice required pursuant to this Agreement or the Order must be:

- (i) in writing; and
(ii) either sent by email, certified mail or delivered by hand.

- (b) A notice to either of the Parties must be addressed to that Party at the address in the Order or such other address as may be notified by the other for that Party at any time for the purposes of the Order.

- (c) A notice (and other documents) shall be deemed to have been given and received:

- (i) if sent by email: at the time of departure from the sender's mail server unless the sender receives an automated message generated by the recipient's mail server (Failure Message) that the email has not been delivered within two hours.

For the avoidance of doubt any response generated by or at the instigation of the recipient (including an 'out of office' message) will not be a Failure Message;

- (ii) if delivered by hand: that day, if delivered by 5.00pm on a Business Day or the next Business Day, in any other case; or

- (iii) 7 Business Days after posting.

21. WET HIRE AND DRY HIRE SPECIFIC REQUIREMENTS

In addition to the other terms and conditions in this Schedule of Additional Plant Hire Terms, the Supplier shall comply with the relevant provisions of the Wet/Dry Hire specific requirements as follows in this Schedule of Additional Plant Hire Terms, and identified as applicable in the Order, for each piece of Plant or Equipment.

Specific requirements applicable where Plant or Equipment is supplied on Wet Hire

22. NATURE OF THE RELATIONSHIP

Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that the Operator is, and will at all times be, an employee or subcontractor of the Supplier, and not the employee of SCE.

23. OBLIGATIONS OF THE SUPPLIER IN RELATION TO OPERATOR

- (a) Unless otherwise specified in the Order, the Supplier shall:

- (i) provide to SCE an Operator with the requisite qualifications, licenses, skills, training and experience required to operate the Plant or Equipment; and

- (ii) be solely responsible for:

- (A) all fuel, lubricants and daily servicing of the Plant or Equipment (as required);

- (B) the payment of remuneration the Operator, including but not limited to salaries and wages, superannuation, annual leave, sick leave, long service leave and other benefits to which any of them may be entitled under any contract with the Supplier or at Law;

- (C) accommodation for the Operator;

- (D) the payment of all taxes and duties in respect of such remuneration and benefits;

- (E) compliance with all statutory, award or other legal or contractual requirements with respect to Operators; and

- (F) the maintenance of workers' compensation coverage for the Operator.

- (b) Unless otherwise specified in the Order, the Supplier shall ensure that the Operator:

- (i) delivers the Services at the times when required by SCE as specified in the Order for the Plant or Equipment;

- (ii) complies with all reasonable Directions of SCE relating to the use of the Plant or Equipment on SCE's Site;

- (iii) secures the Plant or Equipment at the end of shift that the Services are performed;

- (iv) inspects the Plant or Equipment daily and completes any inspection checklist in accordance with the Manufacturer's Guidelines;

- (v) provides the Services, and subject to this Agreement, as lawfully directed by SCE and only at SCE's Site; and



- (vi) for each item of Plant and Equipment, the Operator in conjunction with SCE will complete a Plant Compliance Declaration if Directed by SCE.

24. OBLIGATIONS OF SCE IN RELATION TO OPERATOR

SCE acknowledges that the Plant or Equipment shall only be operated by the Operator.

25. WORKPLACE HEALTH AND SAFETY

The Supplier shall ensure the Operator:

- (a) will not operate the Plant or Equipment unless and until the Supplier has given the Operator full and complete training on the Plant or Equipment and its safe operation and the Plant or Equipment has been commissioned and is ready for use;
- (b) is inducted into SCE's Site by SCE upon arrival at SCE's Site or as Directed by SCE; and
- (c) complies with any Direction by SCE concerning workplace health and safety on SCE's Site.

26. OPERATOR FEE

- (a) All amounts payable for provision of the Operator as detailed in the Order shall be included in the Supplier's invoices.
- (b) The Supplier agrees that no amounts will be payable for an Operator (including on-costs) during any period where Plant or Equipment is stood down due to weather, operational constraints, industrial action or the absence or illness of the Operator.

27. DAMAGED PLANT – WET HIRE

- (a) Subject to subclause 27(c), if the Plant or Equipment is damaged while at SCE's Site the Supplier:
- (i) must, at the Supplier's cost, repair the Plant or Equipment to its state of repair at the time it commenced to be at SCE's Site (fair wear and tear excepted), including ordering and installing spare parts with a recognised accepted mechanic;
- (ii) if the Plant or Equipment is to be repaired, must, if it is reasonably practicable to do so, give SCE temporary replacement Plant or Equipment which complies with the requirements of this Agreement; and
- (iii) is to notify SCE of the damage.
- (b) SCE must notify the Supplier as soon as possible if there is any problem with the Plant or Equipment, or if the

Plant or Equipment is stolen, lost, destroyed or interfered with in any way.

- (c) The Supplier is responsible for all costs associated with any damage to the Plant or Equipment, except to the extent the damage is caused or contributed to by the gross negligence or recklessness of SCE.
- (d) Subject to subclause 27(c), SCE's liability for damage to the Plant or Equipment shall not exceed the market value as determined by SCE for the Plant or Equipment.

28. BREAKDOWN – WET HIRE

In the case of Wet Hire, in addition to the requirements of clause 15 of this Schedule of Additional Plant Hire Terms, at the discretion of SCE, the crew (including any Operator(s)) of any Plant or Equipment in breakdown may be assigned to other Plant or Equipment by written notice on the day docket and signed by SCE.

29. GROUND ENGAGING TOOLS – WET HIRE

- (a) Only shrouds, teeth, heel plates and blocks, wing protection, cutting edges, corner tips, points and scarifier tips are classed as ground engaging tools ('GET'). On a drill mechanism, GET is only the drill string from the top stub down to the bit and anything else is deemed to be part of the parent bucket, including mounting ears, liners and wear plates.
- (b) Where wear and tear on GET exceeds what could be considered to be fair and reasonable wear and tear for that GET, the Supplier is not entitled to claim for any associated repair or replacement costs, except to the extent caused or contributed to by the gross negligence or recklessness of SCE, and the provisions of clause 17 have been complied with.

30. DOCKETS

- (a) All Plant and Equipment on Site will have a docket issued daily and the docket is to be signed by SCE.
- (b) Any Plant and Equipment not having a signed docket for the day will be deemed to be unavailable for work and will not be paid for nor qualify for any minimum hours that may be stated in the Order. The onus of proof rests with the Supplier.
- (c) Dockets must include as a minimum, the fleet number, the Operator's name (if applicable), Plant or Equipment description, the start and finish time, breaks taken, any non-working time, hour meter reading at start and end of shift and billable hours for the shift. A description of the area worked and operation is to be included and can be obtained from SCE.
- (d) The docket must be signed by both the Operator and SCE. Where dockets are not signed by both the Operator



and SCE, SCE shall not be under any obligation to accept or pay the hours noted on any such docket.

- (e) SCE reserves the right to pay for hours different to the hours signed by SCE on the docket to comply with the terms and conditions of this Agreement or to reflect actual working hours.

31. INSURANCE – WET HIRE

In addition to the other insurance requirements of this Agreement, the Supplier shall effect comprehensive insurance cover for loss or damage to all Plant or Equipment for a value not less than replacement value of the Plant or Equipment.

Specific requirements applicable where Plant or Equipment is supplied on Dry Hire

32. DAMAGED PLANT – DRY HIRE

- (a) Subject to subclause 32(c), if the Plant or Equipment is damaged while at SCE's Site, SCE:
- (i) must, at its own cost, repair the Plant or Equipment to its state of repair at the time it commenced to be at SCE's Site (fair wear and tear excepted), including ordering and installing spare parts with a recognised accepted mechanic; and
 - (ii) is to notify the Supplier of the damage.
- (b) SCE must notify the Supplier as soon as possible if there is any problem with the Plant or Equipment, or if the Plant or Equipment is stolen, lost, destroyed or interfered with in any way.
- (c) SCE is responsible for all costs associated with any damage to the Plant or Equipment, except to the extent the damages is caused or contributed to by the acts or omissions of the Supplier or the Plant or Equipment was not fit for the purpose described in this Agreement.
- (d) SCE's liability for damage to the Plant or Equipment shall not exceed the market value as determined by SCE for the Plant or Equipment

33. TYRE/TRACK WEAR AND TEAR

If tyre/tracks are damaged not from fair wear and tear but as a direct result of SCE's negligence, all repairs including labour and replacement costs will be at SCE's expense.

34. BODY/BLADE/BUCKET/RIPPER AND PANEL/GLASS DAMAGE

- (a) If body/blade/bucket/ripper are damaged not from fair wear and tear but as a direct result of SCE's negligence,

all repairs including labour and replacement costs will be at SCE's expense.

- (b) Where panel/glass damage occurs through no fault of SCE, then the Supplier shall be responsible for the cost of replacement.

35. GROUND ENGAGING TOOLS – DRY HIRE

- (a) Only shrouds, teeth, heel plates and blocks, wing protection, cutting edges, corner tips, points and scarifier tips are classed as ground engaging tools ('GET'). On a drill mechanism, GET is only the drill string from the top stub down to the bit and anything else is deemed to be part of the parent bucket, including mounting ears, liners and wear plates.
- (b) Where wear and tear on GET exceeds what could be considered to be fair and reasonable wear and tear for that GET, the Supplier must notify SCE in accordance with the joint final inspection requirements under clause 17. SCE shall make a reasonable assessment of the loss or damage suffered by the Supplier and pay to the Supplier the reasonable costs of repair or replacement of the relevant GET within a reasonable time.

36. INSURANCE – DRY HIRE

- (a) The Supplier acknowledges that SCE has effected insurance to cover loss or damage to any Dry Hire Plant and Equipment having a market value of less than \$500,000.
- (b) In addition to the other insurance requirements of the Agreement, the Supplier shall:
- (i) provide SCE with a written notice identifying any Plant or Equipment with a market value of \$500,000 or greater and advising the market value of any such Plant or Equipment a minimum of 24 hours before the Commencement Date; and
 - (ii) indemnify SCE against any loss or damage resulting from any failure by the Supplier to provide the information in subclause 36(b)(i) in a timely manner so that SCE may provide notifications to its insurers, including in respect of any Plant or Equipment which has a market value of \$500,000 to allow SCE to effect the insurance or instruct the Supplier in writing to effect the insurance for the Plant or Equipment.

37. NOTIFICATION OF CLAIMS – APPLYING TO BOTH WET HIRE AND DRY HIRE

Subject to any other clause of this Agreement which specifies a pre-condition to the Supplier making a Claim, SCE will not be liable upon any Claim and is deemed released by the Supplier in respect of any matter arising under or in connection with the



Agreement unless the Claim, together with full particulars of the Claim, is lodged in writing with SCE not later than 10 Business Days after the date of occurrence of events or circumstances on which the Claim is based.

38. DEFINITIONS AND INTERPRETATION – APPLYING TO BOTH WET HIRE AND DRY HIRE

Any capitalised terms not defined in clause 38 of this Schedule of Additional Plant Hire Terms have the meaning set out in SCE's Standard Purchase Order Terms and Conditions.

Agreement has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Business Day has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Commencement Date means the first day of the Hire Term.

Claim means any claim, notice, demand, debt, account, lien, liability, action, proceedings or suit under, arising out of, or in any way in connection with this Agreement, whether at law (including breach of contract) or in equity (including restitution), by statute or in tort (including negligence).

Direction includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Dry Hire means where the Supplier is not responsible for the provision of an Operator for the Plant or Equipment, as indicated in the Order.

Expiration Date means the last day of the Hire Term.

Head Contract means any contract between the Principal and SCE identified in the Order or as is otherwise advised by SCE as applicable.

Hire Term is the period of time for hire identified in the Order.

Inspection Checklist means any Inspection Checklist advised as required in the Order or otherwise by SCE.

Law has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Manufacturer's Guidelines means the manufacturer's guidelines for the safe use and operation of the Plant or Equipment (including maintenance manuals, operator's instructions and log books).

Operator means any person who is an employee, agent or contractor of the Supplier and whose Services are provided to SCE.

Order has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Party or Parties has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Plant Compliance Declaration means any Plant Compliance Declaration advised as required by SCE in the Order or otherwise.

Plant Documents means any Plant Documents identified in the Order.

Plant or Equipment means the plant or equipment for hire from the Supplier to SCE and described in the Order or otherwise advised by SCE.

Price has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Principal is the person named as principal in any Head Contract relating to the Order.

SCE means Shamrock Civil Engineering Pty. Ltd. ABN 68 066 655 856 ACN 066 655 856.

Schedule of Additional Plant Hire Terms means this document forming part of the Agreement.

Schedule of Rates means the rates, if any, specified in the Order or otherwise advised by SCE.

Services means the operation of the Plant or Equipment by an Operator.

Site has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Standard Purchase Order Terms and Conditions means SCE's Standard Purchase Order Terms and Conditions applying to the Order.

Supplier has the meaning in SCE's Standard Purchase Order Terms and Conditions.

Wet Hire means where the Supplier is responsible for the provision of an Operator for the Plant or Equipment, as indicated in the Order.