

Mobile cranes – Special Conditions

General terms and conditions

1. These Special Conditions apply in addition to TCNZ's Terms and Conditions of Trade (found at www.towercranesnz.com). The Special Conditions and Terms and Conditions of Trade shall be taken as mutually explanatory, but in the case of ambiguity or conflict the Special Conditions prevail.
2. Words and phrases with capital initial letters that are not otherwise defined in these Special Conditions have the meaning set out in the Terms and Conditions of Trade.

Substitution

3. At any time during or before the period of hire or provision of Services, TCNZ has the right, in its sole and absolute discretion, to substitute a mobile crane of the same or higher lifting capacity, and the same or less reactions, and/or to substitute any equipment associated or used with a mobile crane.

Access and the Site

4. Time being of the essence, and subject to clause 6, the Customer must ensure, at its cost, that:
 - (a) the ground giving access to the Site is stable, firm, and of a gradient no steeper than 1 in 10;
 - (b) the Site's ground is suitable and adequate to support the crane;
 - (c) a clearance of at least 4 metres is afforded in respect of all overhead wires and that footpaths, kerbs and channels are suitably planked;
 - (d) appropriate traffic management plans are in place for the arrival and departure of the crane;
 - (e) the Site is secure, and is kept secure for the period for which the crane is on Site; and
 - (f) all licences and consents required for the crane to operate on Site have been obtained prior to the crane's arrival.
5. The Customer will fully indemnify TCNZ for any Loss incurred by TCNZ as a result of the Customer failing to comply with clause 4. TCNZ will not be liable for any delays, including any Losses arising, as a result of the Customer failing to comply with its obligations under these Special Conditions.
6. The Customer and TCNZ may agree that TCNZ will take responsibility for arranging appropriate traffic management plans for the arrival and/or departure of the crane, and the Customer will pay TCNZ for doing so (including a standard mark up of 15%).

Servicing and breakdown

7. The Customer acknowledges that mobile cranes require servicing after certain numbers of hours, and, although reasonable efforts will be made by TCNZ to service the mobile crane while it is not on Site, this servicing may become required while the crane is on Site. If so, TCNZ will arrange for a crane technician to visit the Site and perform a service inspection (the Customer acknowledges this typically shuts down the crane for a period of time). Where the crane is unable to be used on Site solely as a result of Breakdown or maintenance or repair and such period exceeds one full Business Day, then, unless the Breakdown, maintenance and/or repair arises due to an act or omission of the Customer (or the act or omission of a person or entity for whom/which, as between the Customer and TCNZ, the Customer is responsible), the Customer will not be required to pay crane hire fees for each further full Business Day the crane is unable to be used. For the avoidance of doubt, TCNZ will not be liable for the Customer's Loss arising from the crane unable to be used.
8. The Customer will be responsible for all costs of restoring the crane to its operational condition if a Breakdown in the crane arises due to an act or omission by the Customer (or the act or omission of a person or entity for whom/which, as between the Customer and TCNZ, the Customer is responsible) and all of TCNZ's Loss arising. TCNZ will otherwise be responsible for restoring the crane to operational condition if a Breakdown occurs, or, at its sole election TCNZ may substitute the crane in accordance with clause 3.

Crane and its operation

9. The Customer is not to operate or use the crane itself, and shall procure that its employees and site representatives comply with this clause.
10. The Customer is not to instruct the operation of the crane in breach of any licences or consents, or to lift any load greater than the crane lifting capacity as defined in the crane manufacturer's configuration, or the load ratings or as specified by bylaws or regulations in force, or otherwise in breach of any health and safety legislation or regulations.
11. The Customer is responsible for coordinating the crane and associated Services with any other work being carried out on Site.
12. No modification to the crane is to be made by any party other than TCNZ. Any signage the Customer wishes to have installed on the crane must be approved in writing by TCNZ prior to its installation, and must comply with the crane

manufacturer's specifications. The Customer will be liable for any damage to the crane (including Loss arising) caused by the signage. The Customer will be responsible for removing all signage from the crane, and the cost of doing so, at the end of the hire / Services period. TCNZ is not responsible for care of the signage, and will have no liability for damage to the signage (inclusive of any Loss arising).

Insurance

13. TCNZ will arrange and provide a material damage policy covering the crane in respect of physical loss or damage. In addition to all other fees in respect of the crane, TCNZ in its sole election is entitled to require the Customer to reimburse TCNZ the monthly premium of the material damage policy during the Term; unless otherwise agreed with TCNZ, the Customer must reimburse the premium by the 20th of the month following receipt of invoice (which TCNZ may issue two months' in advance).
14. The Customer and TCNZ must each arrange separate public liability insurance during the Term, which provides a prudent and sufficient level of insurance to cover the risks of using the crane on Site, and is at a level of not less than \$10 million per occurrence and in the aggregate. A copy of each party's public liability policy confirmation of cover note shall be provided to the other party on written request.

TCNZ rights of inspection and access

15. The Customer grants TCNZ the right, at all reasonable times, upon TCNZ giving the Customer reasonable notice, to:
 - (a) enter the Site;
 - (b) inspect the crane and surrounding areas;
 - (c) carry out such tests on the crane as TCNZ may deem necessary;
 - (d) inspect any maintenance records or logbooks relevant to the crane; and
 - (e) do any act, matter or thing which may be required to give proper effect to these terms and conditions or to protect TCNZ's rights to the crane.

Right to remove crane

16. TCNZ may immediately remove the crane from the Site without notice and without prejudice to any of its other rights and remedies for a breach of the Contract by the Customer.

Termination event

17. The Contract in respect of the crane and the Services for which TCNZ intends, or is, using the crane shall immediately terminate if:
 - (a) a separate hire or lease agreement between TCNZ and a third party for the crane is terminated, or if the crane is damaged or defective and cannot be used for the Services; and
 - (b) TCNZ notifies the Customer it is not able to substitute that crane.

For the avoidance of doubt, prior to TCNZ's notification under this clause, if the crane is unable to be used, the Customer's rights are as set out in clause 7. TCNZ will not otherwise be liable for any Loss due to the circumstances giving rise to subclause (a) above.