



HILTON HAULAGE LIMITED PARTNERSHIP TERMS AND CONDITIONS FOR CRANE SERVICES

1 TERMS OF CONTRACT

- 1.1 These Terms apply whenever we provide Crane Services for you or on your behalf, unless we have agreed in writing to contract with you on a different basis than as set out in these Terms. By requesting or using Crane Services, you accept these Terms.
- 1.2 Our Terms and Conditions for Carriage and Storage (available on request) apply to all other services we provide.

2 CHARGES

- 2.1 Our charges for the Crane Services shall be our prevailing rates for them from time to time.
- 2.2 Unless otherwise agreed in writing, our charges are exclusive of any expenses, disbursements and costs incurred by us in providing the Crane Services, together with GST, each of which will also be payable by you at the prevailing rate.
- 2.3 We may, at your cost, require the weight or dimensions of the proposed lift to be confirmed using certified weighing or measurement equipment.

3 PAYMENT

- 3.1 You must pay all amounts set out in each invoice issued by us in full, without deduction or set off, by the due date specified on the invoice. Your payment is made only when funds have fully cleared through the bank's system into our bank account.
- 3.2 You shall remain liable for any amount owing to us even where you have directed that the amount owing is to be paid by another person.
- 3.3 If full payment is not made by the due date, then without prejudice to any other rights or remedies available to us:
 - (a) we may charge interest on overdue monies on a daily basis at 5% per annum above the current overdraft rate charged by our bankers at that time, and interest shall continue to accrue both before and after judgment; and
 - (b) you will be responsible for all costs (including legal costs on a solicitor/client basis) incurred by us in recovering such monies.

4 RIGHT TO SUSPEND OR DISCONTINUE SERVICES

- 4.1 We may, at our discretion and without any liability to you, by written notice to you, suspend or discontinue the Crane Services (or any of them) at any time if:
 - (a) you fail to comply with any of the provisions of these Terms (or any other agreement with us)
 - (b) we consider that your creditworthiness, or ability or willingness to comply with your obligations under these Terms, may be at risk for any reason whatsoever; or
 - (c) you (or any guarantor of your obligations under these Terms) become insolvent or commit any act of bankruptcy; a receiver, liquidator, administrator or statutory manager is appointed over any of your assets or undertaking; you make or attempt to make an arrangement or composition with your creditors; or you are unable (or deemed unable) to pay your debts as they fall due.
- 4.2 Where we exercise our discretion to suspend or discontinue Crane Services under these Terms, all amounts owing to us shall become immediately due and payable.

5 CUSTOMER OBLIGATIONS

- 5.1 You warrant to us that:
 - (a) all information provided by you in connection with the Crane Services (including the nature, dimensions and weight of any goods or other property to be lifted or handled by our crane equipment) is accurate and complete;
 - (b) all goods or other property the subject of the Crane Services are in a fit and proper condition for safe and legally compliant lifting and handling by our crane equipment;
- 5.2 You will at all times comply with our directions and instructions in respect of the Crane Services, including by providing legal, safe and unrestricted access to the Site and ensuring the Site is suitable for the safe and legally compliant performance of the Crane Services (including in bearing

capacity, stability, clearance from hazards and obstructions and otherwise as we direct).

- 5.3 You may not use or operate (or permit the use or operation of) our crane equipment or other property. Only our authorised personnel may use or operate such equipment or property.

6 LIABILITY AND INDEMNITY

- 6.1 Except as set out in these Terms or otherwise expressly agreed in writing, all conditions, representations, warranties, terms and undertakings in respect of the Crane Services, whether express or implied, are excluded to the maximum extent permitted by law. Where you are in trade and the Crane Services are supplied and acquired in trade you agree that none of the rights and remedies under the Consumer Guarantees Act 1993 will apply.
- 6.2 Any time stated for performance of the Crane Services is an estimate only and we will not be liable for any delay.
- 6.3 We are not liable for any damage caused to any goods or property (whether owned by you or a third party) in connection with the Crane Services, except to the extent caused by our wilful misconduct or gross negligence.
- 6.4 Notwithstanding any other provision of these Terms, the Company's maximum aggregate liability arising out of or in connection with the Crane Services or these Terms, whether in contract, tort (including negligence) or otherwise, will not exceed the charges paid by you for the Crane Services.
- 6.5 Any and all claims in respect of the Crane Services must be made by you in writing to us within seven days of completion of the Crane Services. Any claims not made within this timeframe will be invalid and we will have no liability whatsoever in respect of such claims.
- 6.6 Notwithstanding any other provision of these Terms, in no event will we be liable, whether in contract, tort or otherwise for any indirect or consequential loss, or for any loss of profit, savings or goodwill (whether direct or indirect) or special or exemplary damages.
- 6.7 You agree to indemnify us, on demand, against all liabilities, losses, damages, costs and expenses of any nature whatsoever suffered or incurred by us, directly or indirectly, as a result of or in connection with any breach by you of these Terms or any property damage in connection with the Crane Services (unless caused by our wilful misconduct or gross negligence).

7 GENERAL TERMS

- 7.1 **Amendments:** We may amend these Terms from time to time by notice to you in writing.
- 7.2 **Entire Agreement:** Without limiting clause 1.2, these Terms (together with any agreement between you and us which incorporates these Terms) constitute the entire agreement between us and you for the Crane Services and exclude any other representations, understandings, terms, agreements and arrangements, including those in any proposal, document or terms provided by you.
- 7.3 **Definitions:** In these Terms, the following words have the following special meanings:
 - "Crane Services" means services involving the lifting and movement of your goods or other property by crane;
 - "Site" means the place where the crane is to be operated for the Crane Services;
 - "Terms" means these terms of trade (as amended from time to time);
 - "we", "our", "us" means Hilton Haulage Limited Partnership and any of its related companies (as defined in the Companies Act 1993) from time to time; and
 - "you" means the customer named in the receipt or invoice.