

## 1. HIRE OF MOTOR VEHICLES

- 1.1 Motor Vehicle" means Equipment that is a car, truck, utility, caravan, van, motorbike, bus, prime mover, water-cart, or truck or trailer mounted attenuator.
- 1.2 The Customer is liable to pay the cost of repairing or replacing flat or damaged tyres arising as a result of the Customer's use of the Motor Vehicle.
- 1.3 The Customer warrants that it 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.
- 1.4 Coates Hire may require the Customer to provide Coates Hire with any information required under relevant legislation for those persons who will operate the Motor Vehicle. Coates Hire is also permitted to request and record the details of the licences of any drivers during the Hire Period.
- 1.5 The Customer 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.
- 1.6 The Customer will promptly pay all tolls, fines, penalties and other statutory or Government charges arising out of the Customer's use of the Motor Vehicle during the Hire Period. If Coates Hire pays any such charges on the Customer's behalf, the Customer must reimburse Coates Hire within 7 days of receiving notification of the charges from Coates Hire.
- 1.7 In the event of an accident occurring to the Motor Vehicle during the Hire Period, the Customer will thoroughly record the circumstances of the accident, and fully co-operate with Coates Hire or its insurer.
- 1.8 The Customer must pay a charge for the number of kilometres that the Customer travels during the Hire Period, or for excess kilometres if an agreed usage is made within the hire charge.
- 1.9 The Customer warrants that the Customer will not load the Motor Vehicle in excess of the Motor Vehicle's gross vehicle mass at any time during the Hire Period.
- 1.10 The Customer must return the Motor Vehicle to Coates Hire with a full tank of fuel or the Customer will be liable to pay Coates Hire a charge specified by Coates Hire, which will include a labour fee, for filling the fuel tank.

## 2. HIRE OF EARTHMOVING AND COMPACTION EQUIPMENT

- 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 steer loaders, wheel loaders, motor graders, tractors, articulated trucks, attachments, smooth drum rollers, padfoot rollers and multi-tyre rollers.
  - (b) "*Machine Control and Guidance Devices*" means any device designed to guide the operation of the Earthmoving & Compaction Equipment, including but not limited to cross slope, laser, universal tracking systems, global positioning systems or compaction meters.
  - (c) "*Wear Items*" includes ground engaging tools, wear on blades/ buckets/rippers, tyres, track gear and fuel lubricants.
- 2.2 The Customer acknowledges that Coates Hire has made the manufacturer's operating and safety instructions for the Earthmoving & Compaction Equipment the Customer has hired available to the Customer to read.
- 2.3 The Customer must pay an excess hire charge where the Customer uses the Earthmoving & Compaction Equipment in excess of the number of hours specified in the Hire Schedule. The excess hire charge is payable only in respect of those hours exceeding the specified number of hours.
- 2.4 Coates Hire is responsible for the cost of ordinary wear and tear to tyres, track gear and Wear Items. The Customer is liable for the cost of repairing or replacing flat or damaged tyres and the Customer is responsible for all wear and tear and damage to tyres, track gear and Wear Items which is caused by use of the tyres, track gear and Wear Items in conditions which Coates Hire reasonably considers adverse or abnormal. At all times the Customer must adhere to the manufacturer's recommended tyre pressure and track tension. The Customer is responsible for replacing Wear Items when they become worn out or used up during the Hire Period.

- 2.5 The Customer is responsible for undertaking the daily "Operator Safety Check" as outlined in the Coates Hire "Pre-Hire and On-Site Inspection and Operator Safety Check Logbook". These logbooks are located in protective pouches on the Earthmoving & Compaction Equipment.
- 2.6 The Customer is responsible for the correct installation, calibration and use, as per the manufacturer's instructions of any attachments fitted to the Earthmoving & Compaction Equipment, not supplied or installed by Coates Hire. The Customer must seek approval in writing from Coates Hire if any attachments apart from those supplied by Coates Hire are to be fitted to the machine.
- 2.7 The Customer is required to use best endeavours to prevent the theft of any Machine Control and Guidance Devices from the Earthmoving & Compaction Equipment. The Customer must remove any detachable operator display or receiver of a Machine Control and Guidance Device from the Earthmoving & Compaction Equipment at the end of every shift and store it in a safe place.
- 2.8 The Customer is responsible for verifying the accuracy of any Machine Control and Guidance Device during the Hire Period. The Customer must check the calibration of the Machine Control and Guidance Device on the Earthmoving & Compaction Equipment before each use and calibrate it at frequent intervals during use of the Earthmoving & Compaction Equipment.

## 3. POWER GENERATORS

- 3.1 "*Power Generator*" means a device or combination of devices that converts mechanical energy, chemical reaction or photovoltaics to produce electrical energy (also known as a generator set or power source).
- 3.2 The Customer acknowledges that Coates Hire has made the manufacturer's operating and safety instructions for the Power Generator the Customer has hired available to the Customer to read.
- 3.3 If a crane is required for the safe and proper delivery of a Power Generator, the Customer will be liable for the cost of the crane which includes any waiting time.
- 3.4 The Customer acknowledge that where the Power Generator is required to be connected to fixed or hard wiring, the Customer is 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 Coates Hire is not responsible for arranging the inspection or reinspection of Power Generators by the applicable electrical safety authority, where required. Such inspections will be arranged by the Customer at the Customer's expense.
- 3.6 The Customer agrees to operate the Power Generator strictly in accordance with the applicable State and Territory electrical laws and regulations.
- 3.7 The Customer agrees to operate the Power Generator strictly in accordance with all environmental laws and regulations. The Customer agrees to indemnify Coates Hire 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 Coates Hire) which Coates Hire may incur as a result of the Customer's failure to comply with any environmental law or regulation.
- 3.8 When operating the Power Generator, the Customer 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; and
  - (d) be responsible for the installation, plumbing or bunding of any external fuel cells or additional tanks.
- 3.9 Coates Hire makes no warranties about the ability of the Power Generator to provide constant, uninterrupted power supply. The Customer is responsible for ensuring there is a contingency power supply in place on site in the event that the Power Generator fails. The Customer will be liable for and indemnify Coates Hire against all liability, claims, damage, loss, costs and expenses ("Loss") arising as a result of the Customer's hire of the Power Generator and the Customer's failure to implement a contingency power supply unless the Loss was caused by Coates Hire.

## 4. HIRE OF PUMPS AND DEWATERING EQUIPMENT

### 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 Hire.
- (f) "WTE" means Water Treatment Equipment that alters the chemical composition of a liquid to a specified parameter.

4.2 The Customer acknowledges that Coates Hire has made the manufacturer's operating and safety instructions for the Pump and Dewatering Equipment the Customer has hired available to the Customer to read.

4.3 Coates Hire is 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 the Customer in assessing and comparing options. The Customer acknowledges and agrees that Coates Hire is not liable for any loss or damage arising from the use any Uncertified Design.

4.4 The Customer indemnifies Coates Hire against all liability, claims, damage, loss, costs and expenses ("Loss") (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Coates Hire 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 the Customer's use or reliance on any Uncertified Design except where Coates Hire has caused the Loss.

4.5 For Uncertified Designs, the Customer agrees to seek its 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 the Customer's required purpose. Prior to the hire, the Customer must advise Coates Hire of the Customer's Pump and Dewatering Equipment requirements, including any proposed alterations and adjustments the qualified and accredited professional employed by the Customer requires to any designs, calculations, drawings, specifications and sketches provided by Coates Hire.

4.6 Coates Hire requires unrestricted access to the site the Customer nominates for the delivery and installation of the Pump or Dewatering Equipment. Prior to the commencement of the installation the Customer must at its 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 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, and

(h) provide Coates Hire with all relevant site information and any other information relevant to the safe delivery and installation of the Pump or Dewatering Equipment.

4.7 The Customer is responsible for instructing Coates Hire where to position the Pump or Dewatering Equipment at the Customer's site. Coates Hire may ignore the Customer's instructions if in Coates Hire's opinion the Pump or Dewatering Equipment is not suited to the position.

4.8 The Customer is responsible at all times for fuelling and oiling Pumps on a regular basis as specified in Coates Hire's operation and maintenance manual and at a minimum, on a daily basis. Requisite levels are to be adhered to at all times and engines must be stopped regularly for checking.

4.9 The Customer is responsible for all pumped discharge and all matters relating to the storage and disposal of the discharge, including, but not limited to:

- (a) the 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; and
- (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, the Customer is solely responsible for the cleaning, including the fresh water flushing, of all contaminated Equipment prior to returning the Equipment to Coates Hire.

4.11 If The Customer starts up a Pump or Dewatering Equipment remotely or automatically and the Customer is not present at the site where such Equipment is located, the Customer is responsible for any loss or damage arising from the Customer's absence from the site.

4.12 Coates Hire is excluded from all liability relating to the hire and use of the Pump and Dewatering Equipment by the Customer, 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 when such operation was not adequate for external conditions, including ground water conditions, which is outside Coates Hire's control;
- (g) damage arising from the positioning of the Pump or Dewatering Equipment;
- (h) the operation of the Pump or Dewatering Equipment by Coates Hire's personnel while under the Customer's or its representative's direction and instruction; and
- (i) exceeding the maximum noise level prescribed by law.

### General Purpose Separation Tanks

4.13 If the Customer has hired a General Purpose Separation Tank, the Customer acknowledges and agrees 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 the Customer's property and responsibility at all times;
- (d) it is the Customer's responsibility to check that the quality of water being discharged meets the relevant local, state or federal requirements;
- (e) the Customer must empty all water and silt at the end of the Hire Period prior to collection of the General Purpose Separation Tank by Coates Hire; and
- (f) the General Purpose Separation Tank will be will be clean and free from any contaminants on return to Coates Hire.

### Water Treatment Equipment

4.14 If the Customer has hired WTE, the Customer acknowledges and agrees that:

- (a) the pH Dosing Tank is intended to correct pH levels only;
- (b) the Customer is responsible for establishing the existing pH level and the chemical treatment quantities required to correct the pH level;
- (c) all contaminants remain the Customer's property and responsibility at all times;
- (d) the Customer is responsible for ensuring that adequate stocks of dosing chemicals are on hand to continually maintain the required conditions at the specified level;
- (e) the Customer is responsible for carrying out routine maintenance of the WTE in accordance with the manufacturer's instructions and the operation and maintenance manual;
- (f) the Customer is responsible for ensuring that the WTE is kept filled with water until the WTE is collected by Coates Hire to safeguard the pH monitoring probes. Failure to observe this requirement will result in the Customer being charged for the replacement cost of any damaged monitoring probes;
- (g) the Customer is 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;
- (h) the Customer is 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; and
- (i) the WTE will be clean and free from any contaminants on return.

#### Remote Alert Systems

- 4.15 If the Customer has hired a Remote Alert System, the Customer acknowledges and agrees 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 the Customer's 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, Coates Hire is 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 the Customer.

## 5. HIRE OF SHORING OR PROPPING EQUIPMENT

### 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 Hire.

- 5.2 Coates Hire is 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 the Customer in assessing and comparing options. The Customer acknowledges and agrees that Coates Hire is not liable for any loss or damage arising from the use of any Uncertified Design.
- 5.3 The Customer acknowledges that Coates Hire has made the manufacturer's operating and safety instructions for the Shoring or Propping Equipment the Customer has hired available to the Customer to read.
- 5.4 The Customer indemnifies Coates Hire 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 Coates Hire and any environmental loss, cost, damage or expense) ("Loss") in respect of:
- (a) personal injury;

- (b) damage to tangible property; or
  - (c) a claim by a third party,
- in relation to the Customer's use or reliance on any Uncertified Design.

- 5.5 The Customer agrees to seek its own independent advice in relation to Uncertified Designs 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 the Customer's required purpose. Prior to the hire, the Customer must advise Coates Hire of the Customer's 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 Coates Hire.
- 5.6 The Customer acknowledges 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. The Customer also acknowledges that subsurface conditions, including groundwater levels, can change in a limited time.
- 5.7 The Customer agrees not to use the Shoring or Propping Equipment beyond the working capacity specified by the manufacturer.
- 5.8 The Customer acknowledges that where water charged ground is encountered, then an appropriate dewatering plan must be implemented to control the inflows.
- 5.9 Coates Hire requires unrestricted access to the site the Customer nominates for the delivery of the Shoring or Propping Equipment. Prior to the commencement of the delivery and installation the Customer must at the Customer's 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 the Customer's expense and ensure that the area is free of any obstruction; and
  - (d) provide Coates Hire with all relevant site information and any other information relevant to the safe delivery of the Shoring or Propping Equipment.
- 5.10 Coates Hire is excluded from all Loss relating to the hire and use of the Shoring or Propping Equipment by the Customer, 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
- except to the extent that any act or omission of Coates Hire caused the Loss.

#### Camlock Pile Lifting Clamp

- 5.11 If The Customer has hired a Camlock Pile Lifting Clamp, the Customer undertakes 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 The Customer has hired an EMV, the Customer acknowledges and agrees that:
- (a) the Customer will pay for all costs associated with the installation of the EMV;
  - (b) the Customer will not use the EMV beyond its rated capacity;
  - (c) the Customer will at the Customer's own expense, service, maintain and clean the EMV; and
  - (d) all fuels, oils and greases used by the Customer in the EMV must be approved by Coates Hire before use.

**Speed Shore Vertical Shores**

5.13 If The Customer has hired Speed Shore Vertical Shores, the Customer acknowledges and agrees that:

- (a) the Customer has been supplied with and has read the manufacturer's tabulated data sheets for the Speed Shore Vertical Shores supplied by Coates Hire; and
- (b) the Customer 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.

**6. HIRE OF PNEUMATIC MOLES**

- 6.1 "*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 The Customer acknowledges that Coates Hire has made the manufacturer's operating and safety instructions for the Pneumatic Mole the Customer has hired available to the Customer to read.
- 6.3 The Customer must ensure that the area to be pierced using the Pneumatic Mole is free of any existing utilities and services.
- 6.4 Coates Hire is excluded from all liability, claims, damage, loss, costs and expenses ("Loss") relating to the hire and use of the Pneumatic Mole by the Customer, including, but not limited to, Loss 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
 except to the extent that any act or omission of Coates Hire caused the Loss.
- 6.5 The Customer agrees 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 The Customer agrees to operate the Pneumatic Mole at all times with oiled compressed air using an air tool oiler.
- 6.7 The Customer agrees to only use oil in the Pneumatic Mole which has been approved by Coates Hire.

**7. ELECTRONIC TRAFFIC CONTROL EQUIPMENT****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 and radar controlled speed advisory signs.
- (b) "*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.

- 7.2 The Customer acknowledges that Coates Hire has made the operating and safety instructions for the Electronic Traffic Control Equipment and Portable Traffic Lights the Customer has hired available to the Customer to read.
- 7.3 The Customer is responsible for the safe placement and operation of the Electronic Traffic Control Equipment in accordance with all relevant laws and statutory regulations.  
In the event that the Customer instructs Coates Hire to place the Electronic Traffic Control Equipment, the Customer will provide Coates Hire with all information relevant and available for the safe placement of the Electronic Traffic Control Equipment. The Customer is liable for and indemnifies Coates Hire against all liability, claims, damage, costs and expenses arising from the placement and operation of the Electronic Traffic Control Equipment.
- 7.4 The Customer acknowledges that in the event that a Portable Traffic Light malfunctions, the fail safe system will revert the Portable Traffic Lights to a flashing amber signal.
- 7.5 The Customer agrees not to use Electronic Traffic Control Equipment for advertising or marketing purposes where such use contravenes any laws, government or local council regulations. The Customer is liable for any fines that may be issued from any incorrect use or placement of the Electronic Traffic Control Equipment.

**8. HIRE OF TRAFFIC SAFETY BARRIERS AND END TREATMENTS****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 Coates Hire.

- (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 Coates Hire.
- 8.2 The Customer acknowledges that Coates Hire has made the manufacturer's operating and safety instructions for the Traffic Safety Barriers and End Treatments the Customer has hired available to the Customer to read.
- 8.3 The Customer 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 at the Customer's cost.
- 8.4 The Customer 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 the Customer must check for underground utilities and provide a report to Coates Hire stating that no services will be affected by the installation of the required anchor pins.
- 8.6 The Customer is 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. Coates Hire 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 the Customer cost.
- 8.7 The Customer is responsible for regularly checking and maintaining any screens that may be attached to the Traffic Safety Barriers to ensure that the screen does not impinge on traffic or become a traffic hazard.
- 8.8 Coates Hire is 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 installation staff are on site, or if events outside the control of Coates Hire, including inclement weather, adversely affect the site.
- 8.9 The Customer must advise Coates Hire 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 The Customer must be present at the end of the installation of the Traffic Safety Barriers and End Treatments to sign off with Coates Hire that the Traffic Safety Barriers and Crash Cushions are in the correct location.
- 8.11 If Coates Hire is required to re-instate the anchor pin holes left in the road at the completion of the hire, the Customer must advise of the method of reinstatement at the time of the quotation being prepared, otherwise the Customer may incur additional charges.
- 8.12 The Traffic Safety Barriers are not supplied with reflective markers. If the Customer requires reflective markers additional fees will be charged.

**9. HIRE OF TRUCK OR TRAILER MOUNTED ATTENUATORS**

- 9.1 "*Attenuator*" means all trailer and truck mounted crash or traffic attenuators offered for hire by Coates Hire.
- 9.2 The Customer acknowledge that Coates Hire has made a copy of the manufacturer's operating instructions and the applicable operating and safety instructions for the Attenuator available to the Customer to read.
- 9.3 The Customer acknowledges the trailer mounted Attenuator host vehicle must be a minimum tare weight of 4500kg unladen as required by the manufacturer, and the Customer agrees to only use a host vehicle with a tare weight in excess of 4500kg unladen.
- 9.4 The Customer agrees 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 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.

**10. HIRE OF HYDRAULIC SYNCHRONISED LIFTING SYSTEMS****10.1 Definitions**

- (a) "*HSL Oil*" means the oil referred to in the HSL User Manual
- (b) "*HSL*" 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 Coates Hire's premises, regardless of whether the Customer has requested that Coates Hire organise transport and delivery of the HSLs, or whether the Customer has organised the transport and delivery of the HSLs.
- (d) "*User Manual*" means the HSLs User Manual, as amended from time to time.
- 10.2 The Customer acknowledges that Coates Hire has made the User Manual available to the Customer to read and that the Customer is obliged to Use the HSLs in accordance with the User Manual.
- 10.3 The Customer warrants that it has, or has had the opportunity to, obtain its own independent advice from a qualified professional in relation to the proper installation and use of the HSLs for the Customer's required purpose.
- 10.4 Any designs, calculations, drawings, specifications, sketches, advice or site assistance produced or given by Coates Hire for the Customer are prepared solely on the information supplied by the Customer and Coates Hire is not responsible for the accuracy of the details contained therein. All designs, calculations, drawings, specifications, sketches, advice and site assistance produced or given by Coates Hire are indicative only. The Customer acknowledges and agrees that Coates Hire is not liable for any loss or damage arising from the use of such designs, calculations, drawings, specifications, sketches, advice or site assistance. The Customer indemnifies Coates Hire 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 Coates Hire and any environmental loss, cost, damage or expense) ("Loss") in respect of:
- personal injury and death;
  - damage to tangible property; or
  - a claim by a third party,
- in relation to the Customer's use or reliance on the designs, calculations, drawings, specifications, sketches, advice or site assistance produced or given by Coates Hire except to the extent that Coates Hire caused the Loss.
- 10.5 Under no circumstances will Coates Hire supply an operator to operate the HSLs on the Customer behalf.
- 10.6 To prevent oil cross contamination, the Customer must ensure that only Enerpac Oil is contained in the components that the Customer attaches to the HSLs. If the HSLs has been contaminated, the Customer must immediately stop using the HSLs and notify Coates Hire.
- 10.7 The Customer acknowledges and agrees that the Customer is responsible for any contamination of the HSLs in the Hire Period, and the Customer will be liable for all costs Coates Hire incurs in decontaminating and repairing the HSLs. If in Coates Hire's reasonable opinion the HSLs is not capable of being decontaminated, the Customer will be charged for the new replacement cost of the HSLs.
- 10.8 The Customer is required to lock the control station of the HSLs to prevent unauthorised access to the control station during out of site hours and when the HSLs is unsupervised.
- 10.9 The Hire Period is for an indefinite term and ends when the HSLs is back at Coates Hire's premises, and includes weekends and public holidays.
- 10.10 Coates Hire is excluded from all Loss relating to the hire and use of the HSLs by the Customer, including, but not limited to, liability arising from:
- damage to utilities or services on, above or below the ground;
  - damage to all existing, related, adjacent or surrounding structures on above or below the ground;
  - the operation of the HSLs where it is not adequate for conditions, the Customer's required purpose, specific job requirements, or intended use; and
  - the malfunction of the HSLs
- except to the extent that Coates Hire has caused the Loss.

## 11. CONFINED SPACE EQUIPMENT

- 11.1 "*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 The Customer acknowledges that Coates Hire has made the operating and

safety instructions for the Confined Space Equipment the Customer has hired available to the Customer to read.

- 11.3 The Customer acknowledges and agrees that the Customer has read and will comply with Australian Standard AS2865 2001 in the operation of the Confined Space Equipment.
- 11.4 The Customer warrants 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 The Customer acknowledges that all Confined Space Equipment is sealed. A cleaning and sterilisation charge will be applied to the Customer's account if the Customer uses or opens the Confined Space Equipment.
- 11.6 Coates Hire will conduct a thorough inspection of, and will clean the Confined Space Equipment upon the Customer's return of the Confined Space Equipment to Coates Hire. If Coates Hire notes any damage to the Confined Space Equipment, Coates Hire will send the Customer a report, detailing any repairs required and the cost of undertaking the repairs or cleaning. These costs will be payable by the Customer within 7 days of Coates Hire sending the report to the Customer.

## 12. DANGEROUS GOODS CONTAINERS

- 12.1 Definitions
- "*Dangerous Goods*" means substances that present an immediate hazard to people, property or the environment.
  - "*Dangerous Goods Container*" means a container used for the storage of Dangerous Goods.
  - "*SDS*" means a safety data sheet.
- 12.2 The Customer acknowledges that Coates Hire has made the operating and safety instructions for the Dangerous Goods Container the Customer has hired available to the Customer to read.
- 12.3 The Customer warrants that a competent person will:
- determine the suitability of the Dangerous Goods Container for the storage of the particular Dangerous Goods that the Customer will be storing;
  - 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;
  - 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; and
  - 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 Dangerous Goods Container.
- 12.4 The Customer must return Dangerous Goods Containers to Coates Hire with all hazardous or dangerous goods and contents removed and in a clean and decontaminated condition. Coates Hire may refuse to collect or accept the Dangerous Goods Container if it is not empty, clean and decontaminated.
- 12.5 If the Customer does not return the Dangerous Goods Container in a clean and decontaminated condition, the Customer will be liable for all costs incurred by Coates Hire in 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 must be carried by the driver.
- 12.7 Coates Hire may refuse to collect a Dangerous Goods Container if it cannot be moved safely or if it is not empty.