



TERMS AND CONDITIONS OF WET HIRE

INTRODUCTION

- A. These Terms and Conditions states the terms and conditions on which **LCR Group Pty Ltd** ABN 78 095 626 798 (herein "**LCR Group**") will, subject to being available for hire at the commencement of the Hire Period, offer the hire of the Equipment and Labour Personnel to the Customer.
- B. The Customer hereby accepts the hire of the Equipment and Labour Personnel by LCR Group for the Hire Period on the terms and conditions of these Terms and Conditions.
- C. Unless a formal written agreement has been executed by LCR Group and the Customer to govern the hire of the Equipment and Labour Personnel, these Terms and Conditions will be the sole authority for governing the Customer's hire of the Equipment and Labour Personnel to the exclusion of all others.

1. HIRE OF EQUIPMENT AND LABOUR

1.1 Subject to being available for hire at the commencement of the Hire Period, LCR Group agrees to hire the Equipment and the Labour Personnel to the Customer for the Hire Period on the terms and conditions of these Terms and Conditions.

1.2 Unless otherwise agreed in writing between the parties, the Hire Period will commence when the Labour Personnel leaves the Originating Location with the Equipment and will cease when the Labour Personnel returns to the Receiving Location with the Equipment.

1.3 In the event that the Hire Period terminates at any time:

- (a) during the Minimum Hire Period, the Customer must pay all remaining Hire Charges for full Minimum Hire Period; or
- (b) after the Minimum Hire Period, the minimum charge will be calculated on a pro rata basis or quoted rate.

1.4 In the event that LCR Group replaces the Equipment during the Hire Period, the Hire Period will be deemed unbroken as though the replacement equipment was the original Equipment.

2. MOBILISATION AND DEMOBILISATION

2.1 Where LCR Group quotes Mobilisation and Demobilisation charges to the Customer, the Customer must pay to LCR Group all charges, costs and expenses associated with the Mobilisation and Demobilisation of the Equipment and Labour Personnel.

2.2 Where LCR Group quotes Mobilisation and Demobilisation charges to the Customer, unless expressly stated to be otherwise, the Customer acknowledges and agrees that the charges are based on trucks and trailers being unloaded and loaded (as the case may be) within a very strict timeframe as specified in the relevant quotation. Where there are delays outside the control of LCR Group in unloading or loading, the Customer must pay to LCR Group any additional costs incurred by LCR Group for every subsequent hour or part thereof.

2.3 LCR Group will not be liable to the Customer for any late delivery, non-delivery, failure or delay in commencement of the Hire, pick up or any Loss or damage occasioned to the Customer for such late delivery, non-delivery, failure or delay in commencement of the Hire.

3. OWNERSHIP

3.1 Notwithstanding LCR Group's interest in the Equipment (whether an owner or otherwise) LCR Group retains its interest in the Equipment at all times and nothing contained in these Terms and Conditions will confer on the Customer any right or property or interest in the Equipment other than as mere bailee.

3.2 The Customer must protect LCR Group's interest in the Equipment at all times, including making clear to others that LCR Group has an interest in the Equipment (as owner or otherwise) as directed by LCR Group.

4. MINIMUM HIRE PERIODS

4.1 The Customer acknowledges and agrees that the Hire Charges for the Hire is the minimum charge and is based on work being performed during ordinary working hours (07:00-15:30 Monday to Sunday) unless otherwise expressly stated.

4.2 Unless a higher Minimum Hire Period is specified to be otherwise in any purchase order or quotation, the Customer further acknowledges and agrees that:

- (a) any Hire that commences during ordinary working hours (07:00-15:30 Monday to Sunday), will attract a Minimum Hire Period of four (4) hours; and
- (b) any work performed during the night shift (15:30-07:00 Monday to Sunday) will attract a Minimum Hire Period of four (4) hours for the Equipment and eight (8) hours for the Labour Personnel.

5. STAND DOWN

5.1 The Customer hereby expressly agrees that, in the event of equipment being cancelled or stood down due to inclement weather, operational constraints or an industrial dispute involving the Customer or the Site or any other Customer delay, then the Customer must provide instruction to LCR Group as practically possible on the applicable day to confirm whether or not work will be performed at the Site for that day.

5.2 If the Customer fails to advise LCR Group of the stand down and the Equipment is mobilised and the Labour Personnel arrive and/or report for work on the Site and subsequently no work is performed, then the Customer shall compensate LCR Group for the Hire Charges for the full Minimum Hire Period.

6. HIRE CHARGES

6.1 The Customer must pay to LCR Group all Hire Charges for the Hire and other fees and charges due and payable within thirty (30) days from the date of the relevant invoice.

6.2 Unless otherwise agreed in writing, the Customer acknowledges and agrees that a *Crane and Labour Hire Docket* setting out the hours worked by LCR Group signed by the Customer's representative forms the basis for the Hire Charges becoming due and payable by the Customer to LCR Group for the performance of the services contemplated by these Terms and Conditions.

6.3 Where the Hire Charges are expressed on a periodic basis (for instance, hourly, daily, weekly and monthly), the Hire Charges shall be payable for each completed period of Hire. Where a period of Hire is broken, the Hire Charges will be calculated on a pro rata basis.

6.4 The Customer must pay to LCR Group the Hire Charges together with all other amounts referred to in these Terms and Conditions including (but not limited to):

- (a) the charges for Mobilisation and Demobilisation and for any delay in accordance with clause 2;
- (b) the cost of any additional services specifically excluded from the quoted rates and charges under clause 6.5, plus a ten (10) per cent margin for administration costs;
- (c) the cost of repairing or replacing any of the Equipment which is beyond repair due to any negligent or wilful act or omission by the Customer;
- (d) the costs incurred by LCR to ensure the Equipment and Labour Personnel meet all Site requirements, including but not limited to safety modifications, medicals, training and inductions, plus a ten (10) per cent margin for administration costs;
- (e) all government charges and taxes relating to these Terms and Conditions or the payments to be made under it, including stamp duty, financial institutions duty and GST; and
- (f) costs and expenses incurred in the exercise or attempted exercise by LCR Group of LCR Group's rights under these Terms and Conditions, including collection agency fees (if permissible) and legal fees (calculated on a solicitor and own client basis).

6.5 Unless expressly stated to be otherwise in these Terms and Conditions, the Customer acknowledges and agrees that quoted rates and charges do not include costs associated with any of the following:

- (a) road closures, permits, traffic control, escorts or pilot vehicles required during lifting operations;
- (b) Railway approvals;
- (c) supply, installation, removal and maintenance of signage, barrier fencing, overnight security and exclusion zones;
- (d) engineering services, including but not limited to engineer assessments and approval for ground bearing pressure;
- (e) engineering approvals and back propping of concrete slabs for Equipment access or certifications of structure;
- (f) survey set out and levelling;
- (g) clear and compacted access for the Equipment and transport where works are in progress;
- (h) lifting gear below the hook (including but not limited to slings, specialist spreader bars, man boxes);
- (i) task lighting, elevated work platforms, access platforms, scaffolding to access works;
- (j) change in conditions at the Site;
- (k) any road or bridge tolls;
- (l) transportation of LCR Personnel to and from the Site where Equipment is left overnight; and
- (m) damage to kerbs, gutters, service pit covers, grass verges and shoulders, or the like, that may be damaged during access or egress from the Site.

6.6 The Customer acknowledges that all claims for payment will be made under the relevant *Building and Construction Industry Security of Payment Act 1999*.

6.7 The Customer must not withhold, or make deduction from, any payment under these Terms and Conditions without the prior written consent of LCR Group.

7. GST

7.1 Words used in this clause that are defined in the GST Law have the meaning given in that legislation.

7.2 Unless otherwise specified, all amounts payable under these Terms and Conditions are exclusive of GST and must be calculated without regard to GST.

7.3 If a supply made under these Terms and Conditions is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the Party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.

7.4 The Recipient will only be required to pay an amount of GST to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.

7.5 If there is an adjustment to a taxable supply made under these Terms and Conditions then the Supplier must provide an adjustment note to the Recipient.

7.6 The amount of a Party's entitlement under these Terms and Conditions to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that Party is entitled in respect of those costs, expenses or liabilities.

8. PERSONAL PROPERTY SECURITIES ACT

8.1 In this clause 8, the terms 'Register', 'Purchase Money Security Interest', 'Proceeds', 'Security Agreement', 'Security Interest' and 'Verification Statement', will have the meaning given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**).

8.2 LCR Group and the Customer acknowledge and agree that:

- (a) this agreement (or a transaction in connection with it) constitutes a Security Agreement covering the Equipment supplied or to be supplied to the Customer

- under these Terms and Conditions and all Proceeds of any kind for the purposes of the PPSA; and
- (b) the rights of LCR Group under these Terms and Conditions are in addition to and not a substitution for LCR Group's rights under other law (including the PPSA) and LCR Group may choose whether to exercise its rights under these Terms and Conditions, or under such other law, as it chooses.
- 8.3 The Customer grants a Security Interest to LCR Group for the Equipment supplied or to be supplied to the Customer under these Terms and Conditions and all Proceeds of any kind for the purposes of the PPSA.
- 8.4 The Customer hereby consents to LCR Group effecting a registration on the Register in relation to such Security Interest arising under or in connection with these Terms and Conditions.
- 8.5 The Customer agrees to provide all reasonable assistance (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which is reasonably necessary for the purposes of:
- ensuring that the Security Interest is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective; or
 - enabling LCR Group, as Secured Party, to apply for any registration, or give any notification, in connection with the Security Interest in the Equipment supplied or to be supplied to the Customer under these Terms and Conditions on the Register, so that the Security Interest has the priority required by LCR Group; or
 - enabling LCR Group to exercise rights in connection with the security interest.
- and to assure the performance of its obligations, the Customer hereby gives LCR Group irrevocable power of attorney to do anything LCR Group considers necessary to give effect to the matters set out in this clause.
- 8.6 The Customer waives its right to receive any notice under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA and cannot be excluded.
- 8.7 Any money paid by the Customer shall be applied by LCR Group to any and all monies owing by the Customer to LCR Group as determined by LCR Group (in its sole discretion).
- 8.8 Where a person is a controller in relation to the Equipment, the parties agree that Part 4.3 of the PPSA will not apply to the enforcement of any Security Interest in the Equipment by that controller.
- 8.9 The Parties agree that to the extent they may be excluded by law:
- sections 142 and 143 of the PPSA are excluded; and
 - LCR Group need not comply with the following provisions of the PPSA: sections 95, 96, 118, 121(4), 125, 130, 132(3)(d) and 132(4) and any other provision of the PPSA notified to the Customer by LCR Group after the date of this Security Agreement; and
- 8.10 LCR Group and the Customer agree not to disclose information of the type referred to in section 275(1) of the PPSA.
- 9. WARRANTIES BY THE CUSTOMER**
- 9.1 The Equipment will, during and after the Hire Period, remain the exclusive property of LCR Group and nothing contained in these Terms and Conditions will confer on the Customer any right or property or interest in and to the Equipment other than as bailee.
- 9.2 The Customer is not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of Security Interest over, or otherwise deal with, the Equipment.
- 9.3 The Customer warrants that the person signing these Terms and Conditions is properly authorised to bind the Customer to these Terms and Conditions.
- 10. OBLIGATIONS OF THE CUSTOMER**
- 10.1 The Customer undertakes that it will:
- comply with all applicable legislative requirements (including, without limitation, in relation to workplace health and safety);
 - not allow any person or third party, other than the Labour Personnel, to operate the Equipment or relocate the Equipment from the Site and any attempt to operate the Equipment or relocate the Equipment from the Site without the express written consent of LCR Group shall constitute a material breach of these Terms and Conditions;
 - accept responsibility for the safe keeping of the Equipment where the Equipment is left at the Site between shifts (including storing the Equipment safely, securely and protected from theft, seizure, Loss or damage);
 - immediately give notice to LCR Group if the Equipment is seized, lost, stolen, damaged or destroyed;
 - not make any warranty to a third party about the performance of LCR Group's obligations under these Terms and Conditions, or make an undertaking to a third party which requires that LCR Group perform its obligations under these Terms and Conditions; and
 - at the end of the Hire Period, do all that is practicable to facilitate the removal of the Equipment by LCR Group from the Site.
- 11. OBLIGATIONS OF LCR GROUP**
- 11.1 LCR Group will use its best endeavours to:
- ensure that the Equipment is in good working order at the commencement of the Hire Period and is maintained during the Hire Period to a standard of good repair and condition (fair wear and tear excepted);
 - ensure that the Labour Personnel suitably trained, experienced and competent persons in accordance with Occupational Health and Safety legislation, regulations and industry requirements;
 - ensure that the Equipment is properly used and operated only as it was intended and designed within the constraints and design limitations as per the manufacturer's stated performance expectations when operated in accordance with the operating instructions issued by the manufacturer;
 - carry out all maintenance and servicing requirements in accordance with the manufacturer's specification and supply all consumables, spare parts and components necessary for the continued operation of the Equipment;
- 12. INDEMNITY**
- 12.1 Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) against all losses, damages, costs (including legal costs), expenses, claims, demands or causes of action of any kind whatsoever (including statutory to the extent permitted by law and common law including contract, tort and equity) arising out of or resulting from:
- personal injury (including death or disease) to the Labour Personnel or any officer, employee, agent, supplier, contractor or subcontractor of LCR Group or the Customer;
 - loss or damage to any real or personal property owned or supplied under these Terms and Conditions by LCR Group, subcontractors or suppliers, contractors or subcontractors of LCR Group or their respective officers, employees or agents;
 - loss of or damage to any real or personal property of the Customer;
 - loss of or damage to the Equipment;
 - personal injury (including death or disease) to or loss of or damage to the real or personal property of any third party; and
 - a breach of or non-compliance with a provision of these Terms and Conditions, insofar as and to the extent that any loss, damage, cost, expense, claim, demand or cause of action was caused by a negligent or wilful act or omission of the Indemnifying Party, its officers, employees or agents.
- 13. LIMITATION OF LIABILITY**
- 13.1 To the extent permitted by law:
- all guarantees, terms, conditions, warranties, representations, undertakings, express or implied, statutory or otherwise, relating to these Terms and Conditions are excluded;
 - where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to these Terms and Conditions, LCR Group's liability is limited (at LCR Group's election) to:
 - in the case of goods, the repair or replacement of the goods or the supply of substitute goods (or the cost of doing so); or
 - in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- 13.2 Each party's maximum aggregate liability for all claims under or relating to these Terms and Conditions is limited to an amount equal to the market value of the Equipment provided to the Customer under these Terms and Conditions.
- 13.3 Subject to the Customer's statutory rights, LCR Group is not liable to the Customer for any loss, damage, costs, expenses, damages or any other liabilities resulting from:
- any breakdown or any other failure of the Equipment;
 - any loss or damage which is suffered or incurred by the Customer resulting from any piece of Equipment not being operational due to repairs, servicing and maintenance; or
 - any failure or delay in the provision of the Hire, if such failure or delay is due to inclement weather, natural disasters, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of LCR Group.
- 13.4 Without limiting the foregoing and to the maximum extent permitted by law, neither party shall be liable for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by the other party or any other person and each party releases and indemnifies the other party from any such claim.
- 14. INSURANCE**
- 14.1 LCR Group will effect and maintain at all times during the Hire Period all policies of insurance that a prudent service provider in the equipment hire industry would obtain for the Hire.
- 14.2 LCR Group shall provide proof of insurance to the Customer upon request.
- 15. EQUIPMENT LOST, STOLEN, DAMAGED**
- 15.1 If the Equipment is damaged, faulty or unsafe LCR Group may, in its discretion:
- repair or remove the Equipment; and
 - offer a replacement piece of Equipment which will be hired by the Customer on the same Terms and Conditions as if the replacement piece of Equipment were originally hired by the Customer under these Terms and Conditions.
- 15.2 If the Equipment is lost, stolen or otherwise damaged as a result of poor Site security during the Hire Period or the Customer's negligent or wilful acts or omissions, the Customer will be liable for:
- any costs incurred by LCR Group to recover and repair or replace the Equipment; and
 - the Hire Charge for that portion of the Hire Period during which the Equipment is being recovered and repaired or replaced.
- 16. TERMINATION**
- 16.1 These Terms and Conditions may be terminated by either Party:
- immediately where a Party breaches a term of these Terms and Conditions and fails to remedy that breach within seven (7) days of notification of breach by the other Party;
 - immediately if a Party engages in conduct which would enable a court to make an order against it for winding-up (if a company) or grant a creditor's petition (if an individual), or be wound-up, or go into voluntary administration, or if a liquidator or receiver or administrator of its assets or any of them is appointed, or if any court order or process is made against it in relation to any of its assets or it is ceased to carry on business; or
 - immediately if a Party commits any material breach of these Terms and Conditions.
- 16.2 On breach of these Terms and Conditions by the Customer or termination of these Terms and Conditions or on expiration of the Hire Period, LCR Group may take all steps necessary to recover the Equipment including entry to the premises where the Equipment is located. The Customer expressly consents to LCR Group entering such premises for the purpose of recovering the Equipment pursuant to this clause.

- 16.3 Upon termination of these Terms and Conditions by LCR in accordance with clause 16.1 and where termination occurs during the Minimum Hire Period, the Customer must pay all remaining Hire Charges for full Minimum Hire Period unless otherwise agreed in writing by LCR Group.
- 16.4 On termination of these Terms and Conditions for any reason whatsoever should LCR Group be unable to gain access to the Equipment for any reason, the Hire Period will continue at the agreed Hire Charges (excluding costs of labour) until access to the Equipment is available to LCR Group.

17. GREENHOUSE GAS EMISSIONS AND ENERGY DATA

- 17.1 LCR Group acknowledges that the Customer may be obliged under the *National Greenhouse and Energy Reporting Act 2007* (Cth) (the "NGER Act") to report on whatever data, information, records and/or reports of a type that a registered corporation or any other person may be required or entitled to provide under the NGER Act (the "Greenhouse Data") including as to:
- (a) greenhouse gas emissions, energy production or energy consumption; and
 - (b) reduction of greenhouse gas emissions, removal of greenhouse gases or offsets of greenhouse gas emissions from any green house gas project.
- 17.2 If requested by the Customer, LCR Group will endeavour to provide, to the extent and in a manner at such times reasonably requested by the Customer, a statement setting out the information required under the NGER Act and any similar statutory requirements in respect of LCR Group's Greenhouse Data arising out of or in connection to the Hire.
- 17.3 The Customer acknowledges and agrees that:
- (a) LCR Group may provide or otherwise disclose the Greenhouse Data as is required by any applicable authority; and
 - (b) nothing in clause is to be taken as meaning that LCR Group has agreed to perform on behalf of the Customer, any obligation that the Customer itself may have under any statutory requirement regarding the provision of Greenhouse Data to any authority.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises in connection with these Terms and Conditions (**Dispute**) a party will give notice to the other party indicating the nature of the Dispute. Representatives of the parties must meet and attempt to resolve the Dispute within fourteen (14) days of that notice.
- 18.2 If the parties' representatives fail to resolve the Dispute within fourteen (14) days, the chief executive officers (or equivalent) of the parties, or their nominees must meet and attempt to resolve the Dispute within fourteen (14) further days.
- 18.3 If the parties fail to resolve the Dispute with the period specified in clause 18.2, either party may commence proceedings in a court of competent jurisdiction.
- 18.4 Each party will bear its own costs relating to the resolution of a Dispute.
- 18.5 This clause does not limit in any way a party's right to seek any form of equitable relief including, without limitation, injunctive relief.
- 18.6 Notwithstanding the existence of a dispute, both parties must continue to perform their obligations under these Terms and Conditions.

19. NOTICE

- 19.1 Any notice, demand, termination procedure or other communication relating to these Terms and Conditions must be either personally served on a Party, left at the Party's current address or sent to a Party's current address by pre-paid ordinary mail, or by email to the Party's current email for service.

20. GENERAL

- 20.1 The parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other Party to carry out and effect the intent and purpose of these Terms and Conditions.
- 20.2 These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Queensland and any proceedings with respect of any matter of things against these Terms and Conditions shall be instituted or carried on in the State of Queensland only.
- 20.3 Neither Party will be responsible for any act or thing due to an event the cause of which is beyond that Party's control.
- 20.4 Any variation of or to these Terms and Conditions which form part of an agreement will not have any effect whatsoever unless such variation is agreed in writing by LCR Group and the Customer.
- 20.5 Failure of a Party to exercise any or all of its rights or powers under these Terms and Condition sat any time and for any period of time shall not constitute a waiver of any of that Party's rights or powers arising pursuant to these Terms and Conditions.
- 20.6 The terms and conditions listed in these Terms and Conditions shall apply equally and fully to any replacement or substituted Equipment or Labour Personnel supplied during the Hire Period.
- 20.7 These Terms and Conditions may be executed in any number of counterparts, all of which taken together constitute one and the same document.
- 20.8 The parties agree that these Terms and Conditions can be assigned by either party with the prior written consent of the other party which shall not be unreasonably withheld.

21. DEFINITIONS

- 21.1 In this document, unless the contrary intention appears:
- Customer** means any person, organisation, business, company or body corporate who requests the Hire from LCR Group together with any subsidiary or associated company as defined by the *Corporations Act 2001* (Cth) and with whom LCR Group contract and includes its officers, employees, servants, agents, contractors or sub-contractors and their employees;
- Demobilisation** in the case of the Equipment, means the transportation of the Equipment from the Site to the Receiving Location; and in the case of the Labour Personnel, means the disengagement and return of the Labour Personnel from the Site;
- Equipment** includes but is not limited to any item of plant, equipment, machinery or vehicle; any tools, accessories, parts items of equipment and devices affixed to or supplied with such plant, equipment, machinery or vehicle; and the means to transport

the Equipment or any replacement therefore provided by LCR Group to the Customer during the Hire Period;

GST means any tax imposed by or through the GST Law on a supply (without regard to any input tax credit) including, where relevant, any related interest, penalties, fines or other charges to the extent they relate to a supply under these Terms and Conditions;

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Hire means the hire of the Equipment and Labour Personnel to the Customer under these Terms and Conditions;

Hire Charges means the rates and charges that are payable by the Customer to LCR Group for the hire of the Equipment and Labour Personnel under the terms of these Terms and Conditions;

Hire Period means the Minimum Hire Period for the hire of the Equipment and Labour Personnel as set out in clause 4 herein and includes any further periods where the Equipment and Labour Personnel are on hire to the Customer up until the completion of the Hire or termination in accordance with these Terms and Conditions, whichever is the earlier;

LCR Group means LCR Group Pty Ltd (ABN 78 095 626 798) of 494 Nudgee Road, Hendra, Queensland and includes its officers, employees, agents, suppliers or any subcontractors and their employees and any permitted assigns;

Labour Personnel means any operator of the Equipment, rigger, dogman, supervisor, engineer or any other personnel supplied by LCR Group to the Customer under these Terms and Conditions;

Liability means any liability (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred;

Loss means all damage, loss, cost, and expense (including legal costs and expenses of whatsoever nature or description) howsoever arising including in contract, tort (including negligence), indemnity or under statute;

Minimum Hire Period means the minimum period for which the Equipment and Labour Personnel may be hired by the Customer as set out in these Terms and Conditions;

Mobilisation in the case of the Equipment, means the loading of the Equipment onto its means of transport at the Originating Location and the transportation from the Originating Location to the Site; and in the case of the Labour Personnel, means the deployment of the Labour Personnel to the Site;

Originating Location means, immediately prior to the Hire, the nominated place from which the Equipment will be mobilised to the Site, and if no location is nominated means LCR Group's usual storage facility;

Party means a party to these Terms and Conditions;

Receiving Location means, immediately after the hire of the Equipment, the nominated place from which the Equipment will be demobilised from the Site, and if no location is nominated means LCR Group's usual storage facility;

Site means the land or workplace at which the Equipment and Labour Personnel will operate and be utilised and any other land and /or workplaces made available to LCR Group by the Customer for the purposes of the Hire; and

Terms and Conditions means these Terms and Conditions of Wet Hire which give effect to the hire by LCR Group and includes any other terms and conditions contained in any quotation or any other document incorporated by reference herein. In the event of any inconsistency, the terms of any quotation to which these Terms and Conditions of Wet Hire are attached shall take precedence.

22. INTERPRETATION

- In these Terms and Conditions, unless the context indicates a contrary intention:
- (a) no rule of construction applies to the disadvantage of a party on the basis that the party put forward these Terms and Conditions or any part of it;
 - (b) words denoting the singular number include the plural and vice versa;
 - (c) words denoting individuals include corporations and vice versa;
 - (d) a reference to any Party to these Terms and Conditions includes their executors, administrators, successors and permitted assigns including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
 - (e) these Terms and Conditions will, if the Customer comprises more than one person, bind such persons jointly and severally;
 - (f) headings are for convenience only, and do not affect interpretation;
 - (g) references to clause and sub-clauses are references to clauses and sub-clauses in these Terms and Conditions;
 - (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (i) the word **includes** in any form is not a word of limitation; and
 - (j) a reference to these Terms and Conditions includes any subsequent variation of these Terms and Conditions.