

In this Master Hire Agreement (Agreement), Company means each of Goldfields Crane Hire Pty Ltd (ACN 080 134 486), Cranecorp Australia Pty Ltd (ACN 165 500 336), and each of their related entities (as defined in the Corporations Act 2001) and any of the Company's assigns. This agreement extends to any credit given to the Hirer in the future by any Company which is not now but is then a related entity of the Company.

The Hirer agrees to be bound by these terms and conditions when hiring Equipment from the Company.

1 Hire

- (a) If the Hirer wishes to hire equipment at any time, and from time to time, the Company and the Hirer shall complete and accept a Hire Schedule / Quote in respect of such equipment.
- (b) The Hire Schedule / Quote is not a separate contract but forms part of this hire agreement between the Company and the Hirer, together with any credit application, guarantee and indemnity and other contractual document.
- (c) Following completion and execution of the Hire Schedule / Quote by the Company and the Hirer on and from the Commencement Date, the Company shall hire and the Hirer shall take on hire the Equipment for the Term at the Hire Charges and on the terms and conditions set out herein and in the Hire Schedule / Quote.
- (d) Title in the Equipment will remain with the Company at all times.
- (e) Subject to clause 7, the Term will be the Term set out in the Hire Schedule / Quote, as may be extended by signed agreement between the parties.

2 Warranties

- (a) The Company covenants, represents and warrants to the Hirer that it has good title to the Equipment, which is in good working order, repair and condition and complies with all relevant Laws, and that the Company has provided to the Hirer the Manufacturer's Specifications for the Equipment.
- (b) The Hirer covenants, represents and warrants to the Hirer that it has not relied on the Company's skill and judgement or on any representations made by the Company or Company Personnel, other than those stated in clause (a), above.

3 Hire Charge

- (a) The Hirer must pay the Hire Charges set out in the Schedule or Quote.
- (b) The Hirer agrees that the Hire Charge includes provision for:
 - (1) all standard accessories; and
 - (2) Equipment operating hours, subject to the manufacturer's specification and unless otherwise set out in the Hire Schedule / Quote.
- (c) The Company is not entitled to any payment in respect of a period:
 - (1) where the Equipment suffers Downtime through the fault of the Company; or
 - (2) where the Equipment is not Available.
- (d) If the Hirer fails to pay any invoice on the due date, the Company shall charge interest at the rate of 10% per annum.
- (e) The Hirer must pay all invoices without any right of set off or deduction.

4 GST

- (a) In this clause 6: Consideration has the same meaning as in the GST Act; GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and Supply has the same meaning as in section 9.10 of the GST Act.
- (b) Any Supply under or arising out of this Contract shall be on the basis that the Consideration for that Supply is increased by the amount of GST payable.
- (c) The Hirer is not required to pay any amount to the Company for a Supply unless the Company has supplied the Hirer with a tax invoice for that Supply in accordance with the GST Act.

5 Repairs and Maintenance

The party designated in the Schedule or Quote must perform at its cost the repairs and / or maintenance set out in the relevant document.

6 Transport Risk and Insurance

6.1 Transport

Unless Mobilisation and Demobilisation are indicated in the Hire Schedule / Quote, the Hirer will, at its expense (including the payment of all applicable duties) arrange for transport of the Equipment from the Company's premises to the Site and subject to clause 7.3, back to the Company's premises at the end of the Term.

6.2 Risk

- (a) Unless Mobilisation and Demobilisation by the Company is indicated in the Hire Schedule / Quote, subject to clause 7.3, risk in the Equipment transfers to the Hirer at the time the Equipment leaves the Company's premises and transfers back to the Company at the time the Equipment is returned to the Company's premises. If Mobilisation or Demobilisation by the Company is indicated in the Hire Schedule / Quote, the Site replaces the Company's premises as the risk transfer point.
- (b) The Hirer must sign an Equipment Inspection Report prior to taking possession of the equipment.

6.3 Insurance

- (a) The Company must effect and maintain for the Term, and if the Hire is a Dry Hire the Hirer must effect and maintain during the period the Equipment is at the Hirer's risk under clause 5.2, the following insurances with reputable insurers:
 - (1) public liability insurance covering the party's rights, interests and liabilities to third parties including all legal liability to pay damages or compensation arising out of any injury to or death of any person or any loss of or damage to any property (including, but not

- limited to, property of the party), for not less than the amount specified in the Hire Schedule / Quote and in respect of public liability must be unlimited as to the number of claims that can be made under the policy;
- (2) employer's indemnity and workers' compensation insurance for its Personnel engaged in the provision of any services under this Contract. Such insurance will indemnify and keep indemnified the party as principal in respect of any claim made under any relevant workers or accident compensation legislation or at common law;
 - (3) property insurance, including theft, fire and damage, covering the Equipment for its full insurable value;
 - (4) third party liability insurance covering all liabilities in respect of any injury to, or death of, any person or any loss, damage or destruction to any property arising from the use of all motor vehicles used in relation to this Contract, for at least the amount specified in the Hire Schedule / Quote; and
 - (5) any other insurances required by law.
- (b) The Company's interest must be noted on each policy effected by the Hirer under clauses 5.3(a)(1) and 5.3(a)(3), and the Hirer must not do or permit to be done anything that might prejudice these insurances, or enforce, conduct, settle or compromise any claim under these insurances without the Company's consent.
 - (c) If requested by a party, the other party will provide certificates of currency for the insurances listed in clause 5.3.
 - (d) For avoidance of doubt, insurances are not required to be effected by the Hirer if Wet Hire has been specified in the Hire Schedule / Quote.

7 Indemnity

7.1 Indemnity

- (a) Subject to clause 7.1(b), the Hirer must indemnify and keep indemnified the Company against any Liabilities arising directly or indirectly from:
 - (1) any breach by the Hirer or the Hirer's Personnel of this Contract (including breach of any warranty);
 - (2) personal injury to or illness or death of any person (including the Hirer's Representatives, the Company's Representatives or any third party) caused or contributed to by any act or omission of the Hirer or the Hirer's Representatives
 - (3) damage to any property (including property of Representatives, the Company's Representatives, the Company or any third party) caused or contributed to by any act or omission of the Hirer or the Hirer's Representatives;
 - (4) any claim by any third party against the Company arising out of any act or omission of the Hirer in connection with this Agreement
 - (5) breach of Law by the Hirer or the Hirer's Personnel; and
 - (6) any claim made by the Hirer or the Hirer's Personnel in respect of relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, superannuation or any applicable award or determination of a competent industrial tribunal.
- (b) The Hirer will not be liable under clause 7.1(a) to the extent that the Liability was caused or contributed to by the negligent acts or omissions or wilful misconduct (as applicable) of the Company or their Personnel, or any Related Body Corporate of the Company or their Personnel.

7.2 Limitation of liability

To the extent permitted by law neither party will be liable to the other party in respect of any claim for any indirect consequential exemplary or punitive damages arising out of or in connection with this contract.

8 Termination

8.1 Termination by either party

Without prejudice to any other remedies either party may have against the other party, either party may terminate this Contract:

- (a) at any time provided they give the other party 30 days' written notice;
- (b) where a party is subject to any winding up petition or order, appointment of receiver, official management, assignment, arrangement or compromise for the benefit of creditors, an act of bankruptcy, any action taken or threatened to be taken to place the party in bankruptcy, a judgment that is unsatisfied or partly unsatisfied, a sequestration order, a writ of execution or where the party ceases to carry on business, upon the giving of notice by either party; or
- (c) where a party is in default under any provision of this Contract and such default is not remedied within 3 days of notice being given by the other party (in this clause a Non-defaulting Party), upon the giving of further notice by the Non-defaulting Party.

8.2 Termination by the Company

If the Hirer neglects or refuses to make a payment that is due and payable to the Company under this Contract, the Company may give written notice thereof to the Hirer. If within 3 days after delivery of the notice the neglect or refusal is not remedied, the Company may terminate this Contract by written notice to the Hirer.

8.3 Consequences of termination

- (a) Without limiting clause 8.3(b), upon termination of this Contract under this clause 8, the Company may take possession of the Equipment. The Hirer irrevocably authorises the Company to enter any premises occupied or controlled or believed to be occupied or controlled by the Hirer and repossess the Equipment.
- (b) Upon termination of this Contract under clauses 8.1(b) or 8.1(c), risk in the Equipment is immediately transferred back to the Company and the Company must promptly, at its expense, remove the Equipment from the Site without interference from the Hirer.
- (c) If the Hirer gives a notice under clause 8.1(a) and the Company is not in breach of this Contract, the Company will be entitled to payment of the Hire Charges up to and including the date of termination but will not be entitled to any other compensation for termination of this Contract including for any loss or profits or anticipated earnings.
- (d) If the Company terminates this Agreement pursuant to clause 7.1(c) or 7.2 hereof, the Hirer must pay to the Company by way of Liquidated Damages in addition to and without prejudice to any other right or remedy, an amount equal to the total of:
 - (i) the Hire Fees for the balance of the Term;
 - (ii) the Company's costs and expenses of repossessing and storing the Equipment;
 - (iii) the Company's costs to return the Equipment to the condition set out in the Inspection Report; and
 - (iv) Interest as set out in clause 3.
- (e) Clauses 6.3(b), 8, 10 and 11 survive termination of this Contract.

9 Force Majeure

- (a) If a party is prevented in whole or in part from carrying out its obligations under this Contract as a result of Force Majeure, it must promptly give a notice to the other party that specifies the obligations the party cannot perform and describes the event of Force Majeure.

- (b) Following the notice referred to above, and while the Force Majeure continues, the obligations that cannot be performed because of the Force Majeure will be suspended.
- (c) The party that is prevented from carrying out its obligations under this Contract as a result of Force Majeure must take all action reasonably practicable to overcome and mitigate any loss or damage suffered or incurred by a party as a result of its failure to carry out its obligations under this Contract, remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible (save that a party is not required to settle any state-wide or national strikes or state-wide or national industrial action against its will).

10 Dispute Resolution

- (a) If any dispute, controversy or claim arises under this Contract, a party will provide written notice to the other of the matters in dispute and the senior management of the parties will within 14 days after the service of the notice meet for the purpose of resolving the dispute in good faith.
- (b) If the dispute is not resolved within 14 days after the meeting of senior management under clause 10(a) above (in this clause a Meeting), the parties must submit the dispute to an independent expert (in this clause an Expert) for his/her non-binding determination. The identity of the Expert is to be agreed between the parties after discussions in good faith and having regard to the nature of the dispute. If the parties cannot agree on the Expert within 21 days of the Meeting, the Expert shall be appointed by the President of the AusIMM. The Expert must give his/her decision to the parties. The party against whom the determination is given must pay the Expert's costs of the determination. Where the Expert determines that there is an apportionment of responsibility then the Expert must also decide the apportionment of responsibility for his/her costs. The parties agree to consider in good faith the determination reached by the Expert in an attempt to resolve the dispute, but if, after such consideration either or both of them do not agree with the determination then either party may proceed to litigation in respect of the dispute.
- (c) Neither party may commence litigation, other than urgent interlocutory relief, unless and until the procedures in clauses 10(a) to 10(a) above have been complied with.
- (d) The parties must continue to perform their obligations under this Contract notwithstanding the existence of any one or more dispute(s).

11 Personal Properties Securities Act

- (a) In this clause 11: PPSA means the Personal Properties Securities Act 2009 (Cth); and PPSR means the Personal Property Securities Register.
- (b) The Hirer acknowledges that under the PPSA this Contract may create a security interest in Equipment supplied by the Company to the Hirer now and in the future, and that the Company may register any interest it has under this Agreement which is capable of registration on the PPSR.
- (c) If the company does not have at the commencement of this agreement a PPSA registration insuring a perfected first priority security interest in the equipment, the hire period (including any extension of the hire period or the aggregate of any consecutive hire periods during which the Hirer has substantially uninterrupted possession) may not, despite anything else in this document or in any higher schedule be longer than one year.
- (d) If this Contract creates a security interest the Hirer agrees that:
 - (1) It will do all things necessary including providing all information the Company requires to register a Financing Statement or Financing Change Statement on the PPSR in relation to the security interest;
 - (2) It will not change its name, ABN or other details required on the PPSR, without first notifying the Company;
 - (3) It waives its rights to receive a verification statement in respect of Financing Statement or Financing Change Statement;
 - (4) It will pay the Company's costs of any discharge or necessary amendment of any financing statement or financing change statement; and
 - (5) It will not register a Financing Statement or Financing Change Statement in respect of a security interest contemplated or constituted by this Agreement without the Company's prior written consent; and
- (e) If Chapter 4 of the PPSA applies to the enforcement of a security interest, the following provisions of the PPSA will not apply to the enforcement of that security interest:
 - (1) section 95 (notice of the removal of accession), to the extent that it requires the company to give the Hirer a notice;
 - (2) section 96 (when a person with an interest in the whole may retain accession);
 - (3) section 121(4) (enforcement of liquid assets – notice to grantor);
 - (4) section 125 (obligation to dispose of or retain collateral);
 - (5) section 129(2) and (3)
 - (6) section 130 (notice of disposal), to the extent of that it requires the company to give the Hirer a notice;
 - (7) section 132(3)(d) (contents of statement of account after disposal)
 - (8) section 132(4) (statement of account if no disposal);
 - (9) section 135 (notice of retention);
 - (10) section 142 (redemption of collateral);
 - (11) section 143 (reinstatement of security agreement)
- (f) 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 the controller.
- (g) Sections 123 (seizing collateral), section 126 (apparent possession), section 128 (secured party may dispose of collateral), section 129 (disposal by purchase) and section 134(1) (retention of collateral) confer rights on the company. The Hirer agrees that in addition to those rights the company shall if there is a default by the Hirer have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any equipment, not only under those sections but also, as an additional and independent right under this document and the Hirer agrees that the company may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale lease or licence.

12 General

12.1 Notices

- (a) Any notice, request or other communication under this Contract (Notice) must be in writing and addressed to the other party at the address shown in the Hire Schedule / Quote.
- (b) Each Notice may be delivered personally or by facsimile or email transmission or pre-paid mail and will be treated as having been duly received:
 - (1) when delivered (in the case of its being personally delivered);
 - (2) on the day of transmission if a Business Day, otherwise on the next following Business Day (in the case of its being transmitted by facsimile to the facsimile number of the recipient and a correct and complete transmission report for that transmission being received by the sender or an email receipt being received in the case of transmission by email); and
 - (3) on the 3rd Business Day after posting if sent within Australia.

12.2 No amendment

This Contract may not be amended except in writing signed by both parties.

12.3 Entire Contract

This Contract comprises the entire agreement of the parties and supersedes all prior agreements, negotiations and understandings between the parties.

12.4 Confidentiality

The Company must not, and must ensure that the Company's Personnel do not, without the prior written approval of the Hirer use Confidential Information for any purpose, other than as necessary for the supply of the Equipment under this Contract, or otherwise disclose any Confidential Information, other than to the extent such disclosure is expressly required by Law.

12.5 No assignment

Neither party will, without the prior written approval of the other party, assign or novate this Contract.

12.6 Waiver and election

- (a) No waiver by the Company of any default, breach or repudiation by the Hirer will affect the Company's rights in respect of any further or continuing default, breach or repudiation.
- (b) In no event shall any delay, neglect or forbearance on the part of any party in enforcing (in whole or in part) any provision of this Contract constitute an election not to enforce a contractual right (whether a right to terminate for breach or any other right).

12.7 Severability

Any provision in this Contract that is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or the validity or enforceability of that provision in any other jurisdiction.

12.8 Costs and stamp duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Contract. All stamp duty that may be payable, including any related fines and penalties, in any relevant jurisdiction on, or in connection with, this Contract must be borne by the Company.

12.9 Relationship of parties

The relationship between the Hirer and the Company is a relationship of principal and independent company. Nothing in this Contract will be construed to create a relationship of employment, agency or partnership. The Company does not have any authority to contract with third parties on behalf of the Hirer or to otherwise bind the Hirer, without the Hirer's prior written agreement.

12.10 Governing law

- (a) This Contract is governed by the law in force in the jurisdiction identified in the Governing Law in the Hire Schedule / Quote.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in the jurisdiction identified in the Governing Law and courts of appeal from them in respect of any proceedings arising out of or in connection with this Contract. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

12.11 Good faith

The parties agree to act in good faith and co-operate fully with each other in all dealings under this Contract. This includes an undertaking by both parties to act reasonably and to do all things properly and reasonably within their power that are necessary to give effect to the spirit and intent of this Contract.

13 Guarantee

In consideration of the company granting credit to the Hirer and hiring the equipment to the hirer pursuant to the terms of this agreement, the guarantor guarantees to the company the payment of all monies due from the Hirer to the Company and the performance of all obligations including any past present and future indebtedness or obligation by the hirer pursuant to the terms of this agreement.

The guarantor acknowledges that:

- (a) this guarantee is a continuing guarantee;
- (b) the liability of the guarantor under this guarantee is joint and several will not be affected waived or discharged by the reason of any time or indulgences granted by the company to any of the guarantors or the release whether in whole or in part from any obligation contained in or implied by this agreement;
- (c) that the guarantors liability under this guarantee shall not be affected waived or discharged by the hirer into a deed of company arrangement or by the company voting in favour of or against or abstaining from voting in relation to any proposal by the hirer under a deed of company arrangement;
- (d) that this guarantee becomes binding upon each guarantor that sign this guarantee irrespective of whether or not all intended guarantors execute this guarantee;
- (e) the company is entitled to recover against any guarantor without having first taken steps to recover against the hirer or any other guarantor ;
- (f) this guarantee may only be revoked as to future trading with the company;
- (g) any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to be paid.

14 Privacy Act

- 13.1 The Hirer and the Guarantor/s (if any) agree that the Company may obtain from a credit reporting agency a credit report containing personal credit information about the Hirer and Guarantor/s in relation to credit provided by the Company.

- 13.2 The Hirer and the Guarantor/s agree that the Company may exchange information about the Hirer and the Guarantor/s with those credit providers either named as trade referees by the Hirer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Hirer;
 - (b) to notify other credit providers of a default by the Hirer;
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Hirer is in default with other credit providers; and
 - (d) to assess the credit worthiness of the Hirer and/or Guarantor/s.
- 13.3 The Hirer consents to the Company being given a consumer credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
- 13.4 The Hirer agrees that personal credit information provided may be used and retained by the Company for the following purposes and for other purposes as shall be agreed between the Hirer and the Company or required by law from time to time:
- (a) the provision of Equipment on hire;
 - (b) marketing of services by the Company, its agents or distributors in relation to the Equipment;
 - (c) analysing, verifying and/or checking the Hirer's credit, payment and/or status in relation to provision of Equipment on hire;
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Hirer; and
 - (e) enabling the daily operation of Hirer's account and/or the collection of amounts outstanding in the Hirer's account in relation to the hire of the Equipment.
- 13.5 The Company may give information about the Hirer to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Hirer; and
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Hirer.

15 Retention of Title

- 14.1 The Hirer must not attempt to assign, mortgage, pledge, sell, charge, encumber, sublet, part with possession of, grant and lien, licence or other encumbrance over, or otherwise dispose of or deal with, or permit or suffer to exist any lien or other encumbrance over, the Equipment or any part of it or any of the rights of the Hirer to the Equipment or any of the rights of the Hirer under this Agreement, and must keep the Equipment free from any distress, execution or other legal process.
- 14.2 Nothing contained in this Agreement renders on the Hirer any right or property or interest in the Plant and Equipment other than as a hirer.
- 14.3 The Hirer must notify contractors, mechanics and the like on the Equipment of the existence of the restriction on the creation of the liens or similar interests, whether by way of pledge or otherwise in or over the Equipment, and will notify any persons seizing the Equipment or any part thereof of the restrictions contained in this clause 16.

16 Special Conditions

The Special Conditions set out in the Hire Schedule / Quote are incorporated into this Agreement. In the event of any inconsistency between the Special Conditions and the balance of this Agreement, the Special Conditions will prevail.

17 Definitions

Availability means the situation where an item of Equipment is available for immediate use and operation by the Hirer in accordance with the provisions of this Contract and Available has a corresponding meaning.

Business Day means a day on which banks are open for business in the capital city of the jurisdiction in which the Site is located excluding a Saturday, Sunday, public holiday or 27-31 December in that city.

Company's Premises means the Company's premises described in the Hire Schedule / Quote.

Credit Application means any application for Credit made by the Hirer from the Company.

Demobilisation Services means the services described in the Hire Schedule / Quote.

Dollars or \$ means \$A.

Downtime means the period during the Term in which any item of the Equipment is not Available for use by the Hirer for any reason other than Misuse and which will commence when the Hirer notifies the Company that any item of the Equipment is not Available and expires when the Equipment is Available.

Dry Hire means hire of the Equipment without an operator, as specified in the Hire Schedule / Quote.

Equipment means all or any of the equipment including all additional equipment, machinery, tools, accessories and spare parts supplied by the Company to or at the request of the Hirer from time to time.

Force Majeure means an event or cause beyond the reasonable control of the party claiming force majeure, not able to be overcome by the exercise of due care, proper precautions and the consideration of reasonable alternatives with the intention of avoiding the effects of the force majeure by that party, and which could not have been reasonably foreseen, excluding:

- (a) strikes or industrial action of any kind (except for state-wide or national strikes or industrial action);
- (b) adverse weather of any kind (other than to the extent that such adverse weather prevents road access to a relevant Site for a continuous period of no less than 14 days); and
- (c) any event or cause to the extent to which the risk for such event or cause has expressly been reserved or allocated to the affected party under this Contract.

Guarantor means the Guarantors named in the Hire Schedule / Quote or Credit Application. If the Guarantor is more than one-person Guarantor means those persons collectively and each person individually.

Government Agency means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Hire Charge has the meaning given in clause 3.

Hire Schedule / Quote means any document which the Company may require the Hirer to sign (or accept in any way the Company requires, including by delivery) including particulars of the Equipment and the Hire Period and any other information the Company may decide to require.

Inspection Report means an inspection report prepared in relation to the Equipment;

Invoice means an invoice that complies with the tax Laws of the jurisdiction specified in the Governing Law.

Laws means:

- (a) the present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; and
- (b) the lawful requirements, directions or instructions of any Government Agency.

Liabilities means damages, claims, losses, liabilities, costs and expenses of any kind (including legal costs on a full recovery basis).

Manufacturer's Specifications means the specifications prescribed by the manufacturers of the Equipment as to the use, operation and maintenance of the Equipment.

Misuse means use of the Equipment by the Hirer in a negligent manner or for a purpose or in a manner contrary to the Manufacturer's Specifications.

Mobilisation Services means the services described in the Hire Schedule / Quote.

Operating means operating in accordance with the performance requirements set out in the Manufacturer's Specifications.

Personnel means:

- (a) in relation to the Company, any of its employees, agents and representatives, and any Sub-Contractors and any of the employees, agents and representatives of any Sub-Contractors, involved either directly or indirectly in the provision of the Equipment; and
- (b) in relation to the Hirer or a Related Body Corporate of the Hirer, any of their respective past or present officers, employees, agents or representatives.

Quote means, any estimate or quotation provided to the hirer in writing prior to the commencement of the hire.

Related Body Corporate means, in relation to one entity (the first entity), any other entity that, directly or indirectly, controls, is controlled by or is under common control with, the first entity. It includes: (a) an entity that is a related body corporate, related company or affiliate of the first entity under the Governing Law; and (b) in relation to the Hirer, any entity from time to time participating in or carrying on a joint venture business or partnership in which the Hirer or any of its Related Bodies Corporate has a participating interest or is otherwise entitled to cast (or control the casting of) not less than 30% of the maximum number of votes that might be cast at a general meeting of the managing body of that joint venture or partnership.

Routine Maintenance means such minor running repairs and maintenance as are associated with the normal use and performance of the Equipment.

Routine Maintenance Parts means materials and spare parts required for Routine Maintenance.

Site means the place where the Equipment is to be operated by the Hirer as specified in the Hire Schedule / Quote.

Term has the meaning given in the Hire Schedule / Quote.

Wet Hire means hire of the Equipment with an operator provided by the Company, as specified in the Hire Schedule / Quote.