

TERMS & CONDITIONS

1. Definitions

- 1.1 "Agreement" means the terms and conditions contained herein, together with any Quotation, Rate Sheet, order, Credit Application, invoice or other document or amendments expressed to be supplemental to this Agreement.
- 1.2 "Completion" means when the Works are complete in accordance with this Agreement as in substantially complete in that the Works are reasonably fit for use except for minor defects/works which will not inconvenience the Hirer.
- 1.3 "Credit Application" means a credit facility/account provided by the Owner.
- 1.4 EBA means the enterprise bargaining agreement in Schedule 1, Item 9.
- 1.5 "Equipment" means all equipment supplied by Owner to the Hirer at the Hirer's request from time to time.
- 1.6 "Goods" means all Goods or Services supplied by Owner to the Hirer at the Hirer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.7 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).
- 1.8 "Hire Period" means the period in which the Owner supplied equipment and/or labour to the Hirer.
- 1.9 "Hirer" means the person/s or any person acting on behalf of and with the authority of the Hirer requesting the Owner to provide Services and set out in the 'Hirer details' in Schedule 1.
- 1.10 "Owner" means the person/s or any person acting on behalf of and with the authority of the Owner and set out in 'Owner details' in Schedule 1.
- 1.11 "Payment Claim" means an invoice issued to the Hirer by Owner for Services under this Agreement and has the same meaning as under the relevant SOP legislation in Schedule 1.
- 1.12 "Price" means the Owner's Quotation or Rate Sheet annexed to this Agreement.
- 1.13 "Quotation" means any price or quote annexed to this Agreement.
- 1.14 "Rate Sheet" means any rate sheet for Services annexed to this Agreement.
- 1.15 "Works" means all Goods or Services supplied by Owner to the Hirer at the Hirer's request from time to time.

2. Acceptance

- 2.1 Any rates schedule annexed to this Agreement is valid for 120 days from the date of issuance and subject to cost escalation thereafter.
- 2.2 The Hirer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Hirer places an order for or accepts services provided by the Owner.
- 2.3 The entire agreement between the Owner and the Hirer is set out in this Agreement, This agreement supersedes and replaces any prior contractual documentation and correspondence or documentation relating to the subject matter:
- any prior contract or dealings in conflict or at variance with the contract; or
 - any correspondence or other documents relating to the subject matter of the Agreement which may have passed between the parties or their agents before the date of the Agreement.
- 2.4 In the event of any inconsistency between the terms and conditions of this Agreement and any other prior document or schedule that the parties have entered into, the terms of this Agreement shall prevail.
- 2.5 The Hirer acknowledges that the supply of Works on credit shall not take effect until the Hirer has completed a credit application with the Owner and it has been approved with a credit limit established for the account.
- 2.6 In the event that the supply of Works request exceeds the Hirer's credit limit and/or the account exceeds the payment terms, the Owner reserves the right to refuse delivery.

- 2.7 The Owner reserves the right to adjust the credit limit of the Hirer at its absolute discretion.
- 2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 10 of the Electronic Transactions (Western Australia) Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Exclusions

- 3.1 Excluded from any Quotation or Rate Sheet: any item not specifically listed in the Rate Sheet or Quotation.

4. Inclusions

- 4.1 Any Quotation or Rate Sheet annexed to this Agreement is based on the Owner's interpretation of the information provided to the Owner. It is the Hirer's responsibility to check the accuracy of information provided to the Owner.
- 4.2 The information contained in any Quotation or Rate Sheet is the full extent of the Owner's offer to carry out the Works and this quote supersedes all prior offers made.

5. Works

- 5.1 Hours charged for Services supplied under this Agreement are rounded up to the nearest half hour.
- 5.2 The Hirer warrants that ground conditions are suitable to support the weight of the Services requested.
- 5.3 Whilst all care will be taken, the Owner takes no responsibility for any ground damage caused by the provision of Services.
- 5.4 Stand down rates apply if the Owner were directed to attend the site and 12 hours' notice was not provided to cancel Services.
- 5.5 Minimum hire charges for each visit is specified in the Owner's Rate Sheet.

6. Working Hours

- 6.1 The Owner's standard working hours are Monday to Friday 6am to 3:30pm (Metro region). This excludes rostered days off, lockdown weekends and public holidays.
- 6.2 Overtime rates apply for works requested outside the standard working hours specified in Clause 6.1.
- 6.3 Operator travel time and penalties are payable depot to depot when cranes remain onsite overnight. Dogman/Riggers travel time will be charged on the same basis as operators.

7. Progress Claims and Payments

- 7.1 At the Owner's sole discretion, the Price shall be the Owner's attached Rate Sheet (subject to clause 7.2) which will be valid for the period stated in the Rate Sheet or otherwise for a period of one hundred and twenty (120) days.
- 7.2 The Owner reserves the right to change the Price:
- if the current EBA is replaced with an updated EBA;
 - if Owner is required to subcontract any portion of the Works to another company due to the location or induction requirements
- 7.3 Variations refers to works outside the Rate Sheet which will be charged on the basis of the Owner's quotation, and will be detailed in writing, and shown as variations on the Owner's invoice. The Hirer shall be required to respond to any variation submitted by the Owner within five (5) working days. Failure to do so, Owner is not obliged to carry out the Works listed on the variation.
- 7.4 Time for payment of Works supplied under this Agreement being of the essence, the Price will be payable within the Payment Terms detailed in Schedule 1.
- 7.5 The Owner is entitled to submit a Payment Claim at the times set out in Schedule 1.
- 7.6 A Payment Claim may be issued within a period of 24 months after the Works to which the Payment Claim relates, was last carried out.

- 7.7 Payment can be made by credit card (a surcharge may apply per transaction) or by any other method as agreed to between the Hirer and the Owner. The Hirer authorises the Owner to charge its credit card for services supplied under this Agreement.
- 7.8 The Owner may apply and allocate payments received by, or on behalf of, the Hirer in a manner in the Owner's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise. The Owner may allocate payments at the time of receipt at any time afterwards. On any default by the Hirer, the Owner may re-allocate payments previously received and allocated.
- 7.9 The Hirer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Hirer by the Owner, provided nothing is in dispute in relation to the Services (in which case the Hirer will notify the Owner and payment of the disputed portion only, will be withheld until settlement of the dispute).
- 7.10 Unless otherwise stated the Price does not include GST. In addition to the Price, the Hirer must pay to the Owner an amount equal to any GST that the Owner must pay for any Services by the Owner under this Agreement.

8. Compliance with Laws

- 8.1 The Hirer and the Owner shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.
- 8.2 The Hirer shall obtain (at the expense of the Hirer) all licenses and approvals that may be required for the Services.
- 8.3 The Hirer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

9. Default and Consequences of Default

- 9.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Owner's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 9.2 If the Hirer owes the Owner any money, the Hirer shall indemnify the Owner from and against all costs and disbursements incurred by the Owner in recovering the debt (including but not limited to internal administration fees and legal costs of a solicitor on an indemnity basis).
- 9.3 Without prejudice to the Owner's other remedies at law, the Owner shall be entitled to cancel all or any part of any order of the Hirer which remains unfulfilled and all amounts owing to the Owner shall, whether or not due for payment, become immediately payable if:
- any money payable to the Owner becomes overdue, or in the Owner's opinion the Hirer will be unable to make a payment when it falls due;
 - the Hirer has exceeded any applicable credit limit provided by the Owner;
 - the Hirer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Hirer or any asset of the Hirer.
- 9.4 In the event of default by the Hirer, all recovery costs (including but not limited to legal costs and any mercantile agent costs, both on an indemnity basis), and costs in relation to exercise, notification or protection of any security in favour of Owner (including but not limited to costs and expenses related to the lodgement and withdrawal of caveats on an indemnity basis), incurred by the Owner, shall be deemed to be a debt immediately due and owing by the Hirer to the Owner. A Certificate

- signed by a director or manager for the time being of the Owner as to the sum payable to the Owner pursuant shall be conclusive evidence and proof of the indebtedness of the Hirer to the Owner at the date of such Certificate.
- 9.5 THE HIRER HEREBY AGREES TO CHARGE ITS/HIS/HERS/THEIR INTEREST AND ESTATE IN ALL LAND presently held or hereafter acquired by it/him/her/them so as to better secure the performance of the Hirer of these terms and conditions and the Hirer hereby consents to the lodging of a caveat(s) by the Owner on all Certificate(s) of Title to any land held by the Hirer or its director(s).
10. **Personal Property Securities Act 2009 (Cth) ("PPSA")**
- 10.1 In this clause, financing statement, financing change statement, inventory, purchase money security interest, security agreement, and security interest has the meaning given to it by the PPSA.
- 10.2 Upon assenting to these terms and conditions in writing the Hirer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates and grants a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Hirer to the Owner for Services – that have previously been supplied and that will be supplied in the future by the Owner to the Hirer.
- 10.3 The Hirer acknowledges the security is granted to secure the obligation to pay all amounts payable and to meet all obligations under this agreement (**Indebtedness**). The Hirer warrants that this Agreement does not relate to personal, domestic or household purposes.
- 10.4 Where the Goods and/or proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the security interest shall also extend to all the Goods present and after acquired by the Customer, of which the Goods form part, to the extent required to secure the Indebtedness.
- 10.5 The Hirer undertakes to:
- promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Owner may reasonably require to;
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register (**PPSR**);
 - register any other document required to be registered by the PPSA; or
 - correct a defect in a statement referred to in clause 10.5(i)(a) or 10.5(i)(b);
 - indemnify, and upon demand, reimburse the Owner for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - not register a financing change statement in respect of a security interest without the prior written consent of the Owner;
 - not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Owner;
 - immediately advise the Owner of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.6 The Hirer waives any right to receive notice in relation to any registration or amendment to a registration on the PPSR. At its own expense, the Hirer will provide all reasonable assistance and relevant information to enable Owner to register on the PPSR and generally to obtain, maintain, register and enforce the security interests created by this agreement.
- 10.7 Any payments received by the Owner from the Hirer shall be deemed to be made and applied by Owner in the following order (unless otherwise determined by the Owner): (1) to any obligation owed by the Hirer which is unsecured, in the order in which the obligations were incurred; (2) to any obligations that are secured, but not by a purchase money security interest (**PMSI**), in the order in which those obligations were incurred (3) to obligations that are secured by a PMSI, in the order in which those obligations were incurred.
- 10.8 Dealing with Collateral
The Hirer must not do, or agree to do, any of the following:
- create or allow another interest (including, but not limited to, any security interest) in any Collateral; or
 - dispose, transfer, assign, or part with possession, of any Collateral.
 - deal in any way with any Security Agreement constituted by this Agreement, or allow any interest in such Security Agreement to arise or be varied;
 - lease or license the Equipment, or allow a surrender or variation of any lease or licence;
 - give control of the Equipment to another person other than the Owner;
 - part with possession of the Equipment other than by giving possession to the Owner (including but not limited to relocating the Equipment to property not owned by or in the sole control of the Hirer or the Owner);
 - change the nature of the Equipment;
 - allow a set-off or combination of accounts;
 - abandon, settle, compromise, or discontinue or become nonsuited in respect of any proceedings against any person (other than the Owner) in respect of any of the Hirer's rights in connection with the Equipment;
 - move any interest in the Equipment outside Australia; or
 - deal in any other way with the Equipment any interest in it, or allow any interest in it to arise or be varied.
- 10.9 The Owner may register under the PPSA any Security Interest created by this document in any manner considered appropriate by the Owner and the Hirer must provide the Owner in a timely manner with all information, including Hirer details and serial numbers, required for such registration. The Hirer waives any right to receive notice in relation to any registration or amendment to a registration on the PPSR. At its own expense, the Hirer will provide all reasonable assistance and relevant information to enable us to register on the PPSR and generally to obtain, maintain, register and enforce the security interests created by this agreement.
- 10.10 The Hirer agrees to perfect and continuously maintain perfection of any Security Interest that itself forms part of the Equipment (including perfecting as a Purchase Money Security Interest) and do everything necessary to ensure that a third person cannot acquire an interest in any part of the Security Interest of the Owner.
- 10.11 The Hirer agrees to do anything the Owner reasonably asks the Hirer to do (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to provide more effective security over the Equipment for payment of the amount owing or performance of an obligation.
- 10.12 To the extent that Chapter 4 of the PPSA would otherwise apply to enforcement by the Owner of any Security Interest, the parties agree that the following provisions of the PPSA are excluded:
- to the extent permitted by section 115 of the PPSA: sections 95, 96, 118, 121, 125, 130, 132, 135, 142 and 143 of the PPSA; and
 - to the extent permitted by section 115(7) of the PPSA: sections 127, 129(2)(3), 130(1), 132, 134(2), 135, 136 and 137.
11. **Underground Services**
- 11.1 Prior to the Owner commencing any work, the Hirer must advise the Owner of the precise location of all underground services on the site and clearly mark the same.
- 11.2 Whilst the Owner will take all care to avoid damage to any underground services the Hirer agrees to indemnify the Owner in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services
12. **Cancellation**
- 12.1 Without prejudice to any other remedies the Owner may have, if at any time the Hirer is in breach of any obligation (including those relating to payment) under this Agreement, the Owner may suspend or terminate the supply of Works to the Hirer by notice in writing. Upon suspension or termination of the Agreement, the Owner has the right to remove the equipment at any time and access to the equipment must be granted.
- 12.2 The Owner may cancel any Agreement to which these terms and conditions apply or cancel Services at any time before the Services are provided by giving written notice to the Hirer.
- 12.3 The Owner shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 12.4 If the Hirer:
- does not proceed with the relevant hire; or
 - notifies the Owner that it wishes to:
 - alter the scope or extent of the hire arrangement (including by changing a wet hire to a full or partial dry hire, reducing the Hire Period, reducing the quantity of Equipment to be hired or changing Equipment or personnel requirements);
 - delay the commencement of any Hire Period (or delay the commencement of any part of the hire arrangement) by more than 72 hours (unless otherwise stated in the relevant Hire Schedule), (including where no Hire Schedule has been formally issued by us), in respect of which the Owners has reasonably incurred costs, loss or damage the Hirer agrees to pay the Owners a cancellation fee will be, in Our absolute sole discretion, either:
 - 50% of the estimated Price that would have been incurred for the full Hire Period reasonably anticipated by Owner (or such other amount as the Owner may in its absolute discretion agree with Hirer in writing); or
 - the amount comprising:
 - costs actually and reasonably incurred in expectation of completing the Hire Period (including without limitation a reasonable amount for mobilisation and demobilisation); and
 - loss of profits calculated as an amount equal to 20% of the estimated Hire Charges that would have been incurred for the full Hire Period reasonably anticipated by Us.
- 12.5 The Owner may apply any deposit paid by the Hirer or stipulated by the Owner as payable toward satisfying the Hirer's liability referred to in paragraph (a) but the Hirer will remain liable for any balance, which will be paid on the terms set out in this Agreement.
- 12.6 Where the Hirer cancels any hiring more than twenty eight (28) days before the hire period, the Owner shall refund any deposit paid by the Hirer.
13. **Limited Liability**
- 13.1 To the extent permitted by law, the Owner is not liable to the Hirer for any loss or damage, whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury, however caused (including negligence) which the Hirer or any other person may suffer or incur and which may, without limiting the generality of the foregoing, arise directly or

	indirectly in respect of the goods and/or services, any defects in the goods and/or services or in respect of any failure or omission by the Owner or any of its officers, agents or employees to comply with the Agreement or any obligation imposed by law.		(including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas)		conditions (alternatively the Owner's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
		18.2	It is the responsibility of the Hirer to ensure that access is suitable to accept the weight of laden trucks. Additionally, that the gradient is no steeper than 1 in 10 and can support the weight of the Equipment (under its wheels and outriggers). The Hirer agrees to indemnify the Owner against all costs incurred by the Owner in recovering such vehicles in the event they become bogged or otherwise immovable.	20.4	The Owner may licence and/or assign all or any part of its rights and/or obligations under this Agreement without the Hirer's consent.
14. Indemnity				20.5	The Hirer cannot licence or assign without the written approval of the Owner.
14.1	The Hirer will indemnify and keep indemnified the Owner from and against all or any liability which the Owner may incur or become liable for, or in respect of loss, damage or injury to any person or property arising out of or in connection with the use of the Equipment or the Services, whether for negligence, breach of statutory duty, nuisance or otherwise.	18.3	It is the responsibility of the Hirer to ensure clearance of 3.5m is afforded in respect of all overhead wires, and that footpaths, kerbs and channels are suitably planked.	20.6	The Hirer agrees that the Owner may amend their general terms and conditions for subsequent future Agreements with the Hirer by disclosing such to the Hirer in writing. These changes shall be deemed to take effect from the date on which the Hirer accepts such changes, or the Owner at such time as the Hirer makes a further request for the Owner to provide Goods to the Hirer.
15. Use, Operation and Maintenance Equipment		18.4	It is the responsibility of the Hirer to make the premises available on the agreed date and time.	20.7	Notwithstanding any other provision herein, neither party shall be held liable for any default resulting from force majeure events including but not limited to acts of God, war, terrorism, strikes, lock-outs, or any other unforeseeable circumstances beyond their reasonable control. However, it is expressly agreed that if the Equipment has not departed from the Owner's premises, the default shall not be imputed to either party. In the event that the Equipment has left the Owner's premises and is impeded en route due to fire, flood, storm, or similar unforeseen occurrences, the Hirer shall assume liability. Correspondingly, the Hirer shall bear responsibility until such time as the Equipment is returned to the Owner's premises.
15.1	The Hirer shall be responsible for ensuring that the ground at the Location is adequate to support the Equipment under its wheels and outriggers.	19. Privacy Policy		20.8	Both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Agreement creates binding and valid legal obligations on them.
15.2	The Hirer acknowledges that use of the Equipment may involve risk of injury or damage to property, and the Hirer accepts all such dangers and risks.	19.1	The Hirer agrees for the Owner to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g.name, address, D.O.B, e.t.c) or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Hirer in relation to credit provided by the Owner.	21. Notices	
15.3	The Hirer must not allow any of its officers, employees, agents or contractors to tamper with, damage or alter the Equipment.	19.2	The Hirer agrees that the Owner may exchange information about the Hirer with those credit providers and with related body corporates for the following purposes:	21.1	Any notices issued under this Agreement can be sent by email or post to the other party via the details in Schedule 1
15.4	The Hirer must satisfy itself that the Equipment is suitable for the purpose for which it is used.	i.	to assess an application by the Hirer; and/or	21.2	A notice via email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.
15.5	The Hirer must supply, at its own expense, all fuel necessary for the operation of the Equipment.	ii.	to notify other credit providers of a default by the Hirer; and/or	21.3	A notice via post is deemed to be received 4 business days after the date sent, unless evidence of earlier service is provided.
15.6	The Hirer must, without exception, comply with all applicable statutory laws and regulations.	iii.	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/or		
15.7	The Hirer shall not direct or permit any other person to operate the Equipment or use associated equipment without the permission of the Owner.	iv.	to assess the creditworthiness of the Hirer including the Hirer's repayment history in the preceding two (2) years.		
15.8	The Hirer shall not use the Equipment or permit the Equipment to be used to lift any load which is beyond the rated hirer capacity of the Equipment or for any purpose other than that for which it is expressly hired.	19.3	The Hirer consents to the Owner being given a consumer credit report to collect overdue payment on commercial credit.		
15.9	The Hirer warrants that the weight of the object (or objects) to be lifted in any one lift and the radius of the proposed lift (measured from the radial point of the Equipment) will not exceed the limits for the relevant Equipment. Where the weight of the lift approximates the maximum lifting capacity of the Equipment, the Owner reserves the right to have the weight of the proposed lift confirmed on a certified weighbridge with the associated costs being met by the Hirer.	19.4	The Hirer agrees that personal credit information provided may be used and retained by the Owner for the following purposes (and for other agreed purposes or required by):		
16. Title and Risk		i.	the provision of Services; and/or		
16.1	The Hirer assumes all risk and liability in relation to the Equipment from the time of supply by the Owner, until the Equipment is returned to the Owner in an acceptable state.	ii.	analysing, verifying and/or checking the Hirer's credit, payment and/or status in relation to the provision of Goods; and/or		
16.2	The Owner retains title to the Equipment, and the Hirer's rights to the Equipment are as a bailee only.	iii.	processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Hirer; and/or		
16.3	The Hirer acknowledges and agrees that the Terms create an accepted and ongoing security agreement in relation to the supply of Equipment to the Hirer by the Owner.	iv.	enabling the collection of amounts outstanding in relation to the Goods.		
17. Insurance		19.5	The Owner may give information about the Hirer to a CRB for the following purposes:		
17.1	It shall be the Hirer's responsibility to insure any property to be lifted by the Equipment within the confines of the Hirer's parameters of the Location, any of the Owner's Equipment left at the Location overnight or other extended period and to ensure that Owner's interest is noted on the relevant insurance policy.	i.	to obtain a consumer credit report;		
18. Access and Delivery		ii.	allow the CRB to create or maintain a credit information file about the Hirer including credit history.		
18.1	The Hirer shall ensure that the Owner has clear and free access to the worksite at all times to enable them to undertake the Works (including carrying out site inspections, gain signatures for required documents, and for the delivery and installation of the Goods). The Owner shall not be liable for any loss or damage to the site	20. General			
		20.1	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.		
		20.2	These terms and conditions and any Agreement to which they apply shall be governed by the laws of Western Australia, the state in which the Owner has its principal place of business and are subject to the jurisdiction of the courts in that state.		
		20.3	The Owner shall be under no liability whatsoever to the Hirer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by the Owner of these terms and		