



BUILDING & LANDSCAPE SUPPLIES

**MBS BUILDING & LANDSCAPE SUPPLIES
CRANE HIRE TERMS & CONDITIONS**

1. Governing Terms

MBS Building & Landscape Supplies (“MBS”) does not accept the obligations or liability of any other service provider. All handling, lifting and/or carriage of goods performed by MBS is subject solely to these Terms & Conditions. MBS reserves the right, at its sole discretion and without obligation to provide a reason, to refuse the handling, lifting and/or carriage of any goods.

2. Cancellations

If a booking is cancelled within 24 hours of the scheduled timeslot, MBS reserves the right to charge a cancellation fee equivalent to the minimum hire cost or the booked time and respective vehicle hire cost.

Cancellations must be communicated to MBS more than 24 hours prior to the scheduled delivery time to avoid a cancellation fee.

3. Subcontracting

MBS may, at its discretion, engage any other person, firm or company to undertake the handling, lifting and/or carriage of goods. Any such subcontractor shall have the benefit of these Terms & Conditions to the same extent as MBS.

If the Client objects to the use of a subcontractor, the Client must provide reasonable grounds for such objection.

4. Client Risk

All goods are handled, lifted and/or carried entirely at the Client’s risk. MBS shall not be liable for any loss, damage, deterioration, mis-delivery, non-delivery, or delay in delivery of goods, howsoever caused, including but not limited to circumstances beyond MBS’s control.

5. Authority

Any person supplying goods to MBS for handling, lifting and/or carriage is deemed authorised by the Client to accept these Terms & Conditions on the Client’s behalf.

6. Dangerous Goods

The Client must not require MBS to handle, lift and/or carry any explosives, flammable, hazardous or otherwise dangerous goods without fully disclosing their nature in writing. Such goods will only be handled by special agreement.

If dangerous goods are not properly declared, the Client shall be liable for any direct or indirect loss or damage arising from their handling.

7. Weight Declaration

The Client must accurately declare the weight and nature of all goods to be handled, lifted and/or carried.

MBS is entitled to rely on the declared weight.

If the declared weight is incorrect, the Client shall be responsible for all additional costs, risks and damages arising from reliance on the incorrect declaration.

8. Insurance

Goods are not insured by MBS for the benefit of the Client unless expressly agreed in writing and at the Client's expense.

If insurance is requested, the Client must provide a full description of the goods, including age and value, and allow reasonable time for arrangements.

MBS reserves the right to refuse handling of goods requiring insurance.

9. Permits & Fines

The Client is responsible for obtaining all necessary permits, approvals, traffic management and site access requirements.

Any fines, penalties, or associated costs incurred by MBS as a result of the Client's failure to organise appropriate permits or site conditions shall be payable by the Client.

10. Chargeable Time

Charges are calculated from the time the vehicle departs the MBS yard until it returns to the yard ("base to base").

Time is charged at the applicable vehicle rate and calculated to the nearest half hour.

11. Minimum Hire & Overruns

A minimum two (2) hour hire charge applies to all crane and transport work.

If the allocated booked time is exceeded, MBS reserves the right to leave the site.

Additional time will be charged at the applicable rate.

12. Delays Beyond Control

MBS shall not be liable for any delay, inconvenience or loss incurred by the Client due to accident, breakdown, traffic, mechanical defect, or any cause beyond MBS's reasonable control.

13. Delay Charges

MBS reserves the right to charge at its standard rates for any delay occurring while travelling to or from the site, or onsite, where such delay is beyond MBS's reasonable control.

14. Client Instructions

The Client shall be responsible for any delays or damage arising from MBS complying with instructions given by the Client or their representative.

This includes recovery costs where vehicles become bogged or damaged following Client instruction.

15. Rate Variations

MBS reserves the right to revise its schedule of rates and penalty rates at any time.

Confirmed bookings will be honoured at the agreed rate. Quotes not yet confirmed may be subject to change.

16. Payment Terms

MBS standard payment terms apply to all Clients.

Account holders may utilise their approved account facility.

Cash-on-Delivery (COD) clients must provide valid credit card details at the time of booking. EFT payments will not be accepted for COD bookings.