

## SPECIAL TERMS OF USE EXCAVATOR

### 1. HIRE OF EXCAVATOR

When You hire an excavator earthmoving equipment from TACEX Hire, these additional “Special Conditions of Hire” form part of Your Hire Agreement.

Terms used in these Special Conditions have the same meaning as those used in the Terms of Hire unless indicated otherwise:

### 2. DEFINITIONS

**“Excavator Earthmoving Equipment”** means any Equipment used to move earth, soil, rocks, or compact soil and includes, without limitation, excavators and mini excavators.

**“Wear Items”** includes ground engaging tools, wear on blades/buckets/rippers, tyres, track gear and fuel lubricants brake pads, wear pins, chisels, moils, drill bits auger or otherwise.

You acknowledge that we have made the manufacturer’s operating and safety instructions for the Earthmoving or accessories You have hired available to You to read. *(located in the rear seat pocket of each excavator secured by a safety cable)*

### 3. HIRE CHARGES

You must pay an excess hire charge when using the Excavator, Drilling or Hammering accessories in excess of the number of hours specified in the Hire Schedule. The excess hire charge is payable only in respect of those hours exceeding the specified number of hours.

- An additional charge of \$30 per engine hour will be charged for additional excavator hours beyond 8 hrs per day or 40 hrs per week.
- An additional charge of \$35 per engine hour will be charged for additional Auger Drilling hours beyond 5 hrs per day or 25 hrs per week.
- An additional charge of \$40 per engine hour will be charged for additional use of B1s Hammer hours beyond 3 hrs per day or 15 hrs per week.

### 4. WEAR TO TYRES, TRACK GEAR & WEAR ITEMS:

We are responsible for the cost of ordinary wear and tear to tyres, track gear & wear Items. You are liable for the cost of repairing or replacing flat or damaged tyres, dented rims. In addition you are responsible for all wear and tear and damage to tyres, track gear, dig bucket teeth, and wear Items which is caused by use of the tyres, track gear and Wear Items in conditions which we reasonably consider adverse or abnormal. At all times You must adhere to the manufacturer’s recommended tyre pressure and track tension. You are responsible for replacing wear Items when they become worn out or used up during the Hire Period.

### 5. DAILY OPERATOR CHECKS

You are responsible for completing the “Daily Operator Safety Checks” as outlined to you in the Tacex Hire Schedule. Your Hire Schedule gives website links, in addition each relevant hire item has a QR code which gives detailed steps to safely complete the “Daily Operator Safety Check”

You are responsible for verifying the accuracy of any Machine Control or Auxiliary drive device during the Hire Period. You must check the safe operation of the Earthmoving, Hammering or Drilling Equipment before each use and service it at intervals specified in the Hire Schedule.

## **6. FITMENT OF EQUIPMENT**

You are responsible for the correct installation, fitment, calibration and use, as per the manufacturer's instructions of any attachments fitted to the Earthmoving Equipment, not supplied or installed by Tacex Hire. Additional QR codes which allow you to utilise a smart device to view safety/operational and maintenance videos are available on each item of hire equipment.

You must seek approval in writing from Tacex Hire If any attachments apart from those supplied by Tacex Hire are to be fitted to Our Earthmoving equipment.

## **7. PREVENTION OF THEFT**

You are required to use best endeavours (i.e use the keys provided to lock the entry door) to prevent the theft of any Machine Control and Guidance Devices from the Earthmoving & Compaction Equipment.

## **8. SPECIAL TERM CONSISTENCY**

If there is any inconsistency between the Terms of Hire and these Special Conditions of Hire, then these Special Conditions herewith will prevail to the extent of the inconsistency.