



SPECIAL CONDITIONS OF HIRE

HIRE OF PUMPS

When the Equipment hired by a Customer from Onsite is a pump, these additional Special Conditions of Hire also apply to the Hire Agreement, in addition to the Terms and Conditions of Hire. The definitions contained in the Terms and Conditions of Hire apply to these Special Conditions unless expressly stated otherwise.

1. Definitions

“General Purpose Separation Tank” means Equipment, in the form of a tank, that is designed to reduce liquid velocity to allow suspended matter to be separated.

“Modem Breakdown Alert System” means Equipment that is used to operate a Pump remotely, or to alert an operator of a Pump about certain pre-determined performance metrics.

“ph Dosing Tanks” means Equipment that alters the chemical composition of a liquid to a specified parameter.

“Pump” means Equipment that is used for moving liquid via mechanical means.

- 1.1 Any designs, calculations, drawings, specifications and sketches (“the Specifications”) produced by Onsite for the Customer are prepared solely on the information supplied by the Customer and unless expressly stated otherwise, Onsite is not responsible for the accuracy of the details of any Specifications.
- 1.2 The Customer acknowledges and agrees that Onsite is not liable for any Claims arising from the use of any Specifications.
- 1.3 The Customer indemnifies Onsite against all liability and Claims (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Onsite and any environmental loss, cost, damage or expense) in respect of:
 - (a) personal injury;
 - (b) damage to tangible property; or
 - (c) a claim by a third party,

in relation to the Customer’s use or reliance on the Specifications produced by Onsite.

- 1.4 The Customer warrants that it has obtained its own independent advice from a qualified professional in relation to the proper installation and use of the Pumps for its required purpose.
- 1.5 Prior to the hire, the Customer must advise Onsite of its requirements upon receipt of advice from the qualified professional, including any proposed alterations and adjustments the qualified professional requires to any Specifications provided by Onsite.
- 1.6 Onsite requires unrestricted access to the site the Customer nominates for the delivery and installation of the Pumps. Prior to the commencement of the installation, the Customer must at its expense:
 - (a) Obtain all necessary approvals from any relevant authority or local council for the installation of the Pumps, and the supply and discharge of water;
 - (b) isolate the power running through those wires (either above or below ground) that are in close proximity to where the Pumps will be positioned;
 - (c) undertake any necessary pre-drilling of well point holes;
 - (d) undertake any excavation, drilling or restoration necessary to ensure that the area for installation of the Pumps is free of any obstruction (including, but not limited to, rubble, road base, footpaths and fencing) and is suitable for the operation of the Pumps;
 - (e) organise a power connection for the Pumps if connecting from the main power line;
 - (f) provide a crane or excavator for the placement and removal of the Pumps at the Customer’s expense, and
 - (g) provide Onsite with all relevant site information and any other information relevant to the safe delivery and installation of the Pumps.
- 1.7 The Customer is responsible for instructing Onsite where to position the Pumps at the Customer’s site.
- 1.8 The Customer acknowledges that Onsite has provided all manuals and operating and safety instructions for the Pump to the Customer to read.
- 1.9 The Customer is responsible at all times for fuelling and oiling Pumps on a regular basis or as specified in the operation and maintenance manual. Requisite fuelling and oil levels are to be maintained at all times and engines must be stopped for checking.
- 1.10 The Customer is responsible for all pumped discharge and all matters relating to the storage and disposal of the discharge, including, but not limited to:
 - (a) identification of contaminated discharge, and
 - (b) proper treatment and disposal of contaminated discharge,strictly in accordance with all relevant laws and to the satisfaction of all relevant state environmental authorities.
- 1.11 Where the Pumps are used for the transfer of sewerage, corrosive liquids or other noxious materials, the Customer is solely responsible for the cleaning, including the fresh water flushing, of all contaminated Equipment prior to returning it to Onsite.
- 1.12 Onsite excludes from all liability (in addition to its excluded liability under the Terms and Conditions of Hire) in relation to the hire and use of the Pumping Equipment, including, but not limited to, liability arising from:
 - (a) damage to all adjacent or surrounding structures on, above or below the ground;
 - (b) damage caused by subsidence;
 - (c) damage to utilities or services located on, above or below the ground;
 - (d) handling storm water and pumping waste;
 - (e) the operation of the Pump not adequate for external conditions, including ground water conditions, which are outside Onsite’s control;

- (f) the operation of the Pump by Onsite's personnel while under the Customer or the Customer representative's direction and instruction, or
- (g) exceeding the maximum noise level prescribed by law.

2. General Purpose Separation Tanks

- 2.1 If the Customer has hired a General Purpose Separation Tank, the Customer acknowledges and agrees that:
- (a) the General Purpose Separation Tank unit has been designed to separate silt from the discharge hose of Onsite's Pump to a maximum flow of 60 L/sec;
 - (b) the General Purpose Separation Tank is not designed to be lifted when full;
 - (c) all contaminants remain the Customer's property and responsibility at all times;
 - (d) it is The Customer's responsibility to check that the quality of water being discharged meets the relevant local, state or federal requirements; and
 - (e) the Customer must empty all water and silt at the end of the Hire Period prior to collection of the General Purpose Separation Tank by Onsite.
 - (f) The General Purpose Separation Tank will be will be clean and free from any contaminants on return.

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