



Standard Variable Terms

These variable terms form part of and are incorporated in and should be read subject to our current [Terms and Conditions of Supply](#).

1. Terms defined in our Terms and Conditions of Supply apply to these variable terms. In these variable terms, 'Table' means the table at the end of these terms.
2. If there is any conflict or inconsistency between these variable terms and our Terms and Conditions of Supply, then our Terms and Conditions of Supply prevail.
3. Minimum Hire, Cancellation, Penalty Rates and Other Charges
 - (a) **(minimum hire):**
 - (i) The hire of Construction Plant (including, for example, combinations such as excavator and truck) specified in the Table (or equipment that is substantively the same) is subject to the minimum hire period specified (in hours) in column 1 of the Table, and You agree hire and pay for the Construction Plant (including combinations) subject to the minimum hire period specified in column 1 of the Table. If the minimum hire period for combinations is different (for example, excavator and bobcat), the higher minimum hire period applies to each and all items of Construction Plant in the combination;
 - (ii) We will charge and You agree to pay standdown rates based on a minimum period of four (4) hours for each item of Construction Plant and Attachments, when Construction Plant is available for use but is not or cannot be used due to circumstances beyond Our control and the Construction Plant cannot be used for other work including because other work is not available;
 - (b) **(Service Order cancellation)** If you cancel a Service Order (booking) less than 1 hour before the scheduled start time and We accept the cancellation, then you agree to pay Us a cancellation fee based on Our Rates for the Construction Plant multiplied by the number of hours specified in column 2 of the Table plus, if applicable, a float fee or travel allowance as specified in column 8 of the Table;
 - (c) **(Service Order cancellation – night shift)** If you cancel a Service Order (booking) less than 12 hours before the scheduled start time of a service to be performed between or during the hours specified in column 3 of the Table, then then you agree to pay Us a cancellation fee based on Our Rates for the Construction Plant multiplied by the number of hours specified in column 3 of the Table plus, if applicable, a float fee or travel allowance as specified in column 8 of the Table;
 - (d) **(Service Order cancellation - inclement weather)** If you cancel a Service Order (booking) because of inclement weather and We accept the cancellation, then you agree to pay Us a cancellation fee based on Our Rates for the Construction Plant multiplied by the number of hours specified in column 4 or column 5 or column 6 (as applicable) of the Table plus, if applicable, a float fee or travel allowance as specified in column 8 of the Table;
 - (e) **(penalty rates)** The Wet Hire of Construction Plant specified in the Table (or equipment that is substantively the same) is subject to penalty rates if the equipment is operated between or during the hours specified in column 7 of the Table, and you agree to Us penalty rates;

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- (f) **(float fee or travel allowance)** The hire of Construction Plant specified in the Table is subject to a float fee or travel allowance as specified in column 8 of the Table;
- (g) **(standby / waiting time)** Our Rates include a standby / waiting time allowance of five (5) minutes per HV (starting from the time the HV arrives at the Site or other relevant location (for example, the nominated or designated staging or holding location, or the disposal or tip site). If standby or waiting time is more than five (5) minutes, then standby / waiting time charges will apply and will be charged and You agree to pay such charges.

Table

	column 1	column 2	column 3	column 4	column 5	column 6	column 7	column 8
Construction Plant	Minimum Hire Period	Service Order (booking) cancellation less than 1 hour before the scheduled start time	Service Order (booking) cancellation of night shift less than 12 hours before the scheduled start time 6:00pm-6:00am	Cancellation due to Inclement Weather			Penalty Rates apply 6:00pm-6:00am	Float Fee or Travel Allowance Applies
				0-4 hours after start time	4-6 hours after start time	6-8 hours after start time		
	HOURS							
Excavator (0-5T)	6	2	6	4	6	8	Yes	Float
Excavator (6T+)	8	2	6	4	6	8	Yes	Float
Dozer	8	2	6	4	6	8	Yes	Float
Grader	8	2	6	4	6	8	Yes	Float
Roller	8	2	6	4	6	8	Yes	Float
Scraper	8	2	6	4	6	8	Yes	Float
Bobcat	6	2	6	4	6	8	Yes	Float
Positrack	6	2	6	4	6	8	Yes	Float
Backhoe	8	2	6	4	6	8	Yes	Float
Sweeper	6	2	6	4	6	8	Yes	Travel
Watercart*	6	2	6	4	6	8	Yes	Travel
Tandem	6	2	6	4	6	8	Yes	n/a
Truck and Trailer	6	2	6	4	6	8	Yes	n/a
Attachments and combinations**	6 or 8	2	6	4	6	8		

* Supply of water excluded and subject to separate charge.

**Attachments and combinations include ancillary equipment or accessories (for example a GPS device or a rock breaker) incorporated in or use in connection with Construction Plant. Attachments and combinations are subject to the same minimum hire period and cancellation fees as the Construction Plant.