

# McLeod Terms & Conditions of Trade

**Effective Date:** Friday, 10<sup>th</sup> April 2026

**Last Updated:** Friday, 3<sup>rd</sup> April 2026

Welcome to McLeod's Terms & Conditions! These Terms confirm how we provide services like crane hire, transport, and storage, and what you need to do as our Customer. We aim to be clear and fair: we'll charge you based on agreed rates, expect you to keep sites safe and pay on time, and limit our responsibility for things outside our control. Some consumer laws might apply for homeowners - we'll let you know in quotes and at the time of booking.

**Questions? Contact us anytime! Now, here's the legal version...**

These Terms & Conditions establish the framework for McLeod's provision of services and equipment. They outline our operational processes, your responsibilities, and our contractual relationship, ensuring transparency and mutual understanding. Please review them carefully and contact us with any questions.

## 1. General Provisions

### 1.1 Definitions

In these Terms:

- **"ACOP for Cranes"** means the Approved Code of Practice for Cranes as issued by WorkSafe New Zealand.
- **"ACOP for Rigging"** means the Approved Code of Practice for Load-Lifting Rigging as issued by WorkSafe New Zealand.
- **"Bolt"** means a temporary fixing for precast installation, such as an 18 mm x 105 mm or 18 mm x 127 mm load-controlled expansion anchor (e.g., M12-18x127), SP12-120 anchor, or other fixings specified in the prop design provided by the Customer or Precast manufacturer, as agreed or supplied by McLeod for the Contract.
- **"CCA"** means the Construction Contracts Act 2002.
- **"Contract"** means the binding agreement on the Terms set out herein formed between the Customer and McLeods pursuant to clause 1.3.
- **"Cross Laminated Timber"** means engineered wood panels formed by glueing layers of solid-sawn lumber, with each layer-oriented perpendicular to the adjacent one, or similar wood-based components specified in a Contract for structural use.
- **"Customer"** means any individual, company, or entity engaging McLeod's Services or Equipment, including their employees, agents, or subcontractors.
- **"Equipment"** encompasses cranes, hiabs, forklifts, telehandlers, transport vehicles, hoists, trailers, ancillary equipment, mancages, spreader bars, or other machinery supplied by McLeod.
- **"Force Majeure"** refers to events beyond McLeod's reasonable control, including extreme weather, natural disasters, pandemics, acts of governmental authorities, industrial action, or equipment failure not resulting from McLeod's negligence (as evidenced by maintenance records), as further defined in clause 8.3.
- **"GPG for Precast"** means the Good Practice Guide – Safe Work with Precast as issued by WorkSafe New Zealand.
- **"HSWA"** means the Health and Safety at Work Act 2015.
- **"Lift Planning and Engineering Services"** means the preparation of lift studies, engineered lift plans, drawings, crane configuration analysis, load calculations, lift methodologies, or related documentation prepared by or on behalf of McLeod for use by a Customer or third party, where McLeod is not engaged under a written Contract Lift arrangement.
- **"Mass Timber"** means large-scale engineered wood products, including Cross Laminated Timber, glue-laminated beams, laminated veneer lumber, or similar robust timber elements specified in a Contract as a sustainable alternative for construction.
- **"McLeod"** refers to McLeod Cranes Ltd, McLeod Hiabs Ltd, or McLeod Transport Ltd (as applicable), including their subsidiaries, agents, employees, and subcontractors.
- **"PCBU"** means a Person Conducting a Business or Undertaking as defined in the Health and Safety at Work Act 2015. In these Terms a reference to PCBU is also a reference to business Customers.
- **"PPSA"** means the Personal Property Securities Act 1999.
- **"PPSR"** means the Personal Property Securities Register established under the PPSA.
- **"Precast Elements"** means tilt panels, Dycore/Hollowcore, ribs/Interspan, flat slabs/Unispan, shell beams, solid beams, half beams, stairs, landings, treads, columns, balconies, spandrels, Double Tees/Super Tees, Litecrete, or similar concrete components specified in a Contract for installation by McLeod.
- **"Price"** is the cost of Services and Equipment calculated pursuant to the provisions of clause 2.

- **“Services”** includes all offerings by McLeod, such as crane hire, transport, precast installation, storage, and carriage of goods.
- **“Site”** denotes the location where Services or Equipment are delivered, performed, or utilised.
- **“Terms”** means the terms and conditions set out herein.

## 1.2 Application

**1.2.1** These Terms govern all engagements between McLeod and the Customer, superseding any prior terms unless expressly agreed otherwise in writing by an authorised McLeod representative.

**1.2.2** Engaging McLeod's Services or Equipment confirms the Customer's deemed acknowledgement and acceptance of these Terms, including service-specific provisions in clause 4, regardless of whether these Terms are signed by the Customer. The Customer also acknowledges that these Terms are deemed to be signed by them if the Customer has signed or attached that party's signature(s) to McLeod's new account opening form, quotation or schedule in any of the following formats: an original; or a photocopy, or a PDF or e-mail image copy, and if the Customer has signed or attached their signatures to any such format and delivered it in any such format to McLeod, the executed formats constitute a binding agreement between the parties. The Customer consents to these Terms and McLeod's new account opening form, quotation or schedule (including any counterpart of it) being signed and delivered in electronic form in accordance with the Contract and Commercial Law Act 2017.

**1.2.3** Terms or conditions provided by the Customer are not binding unless explicitly accepted in writing by McLeod.

**1.2.4** Where service-specific terms in clause 4 conflict with any other general provisions, the site specific terms apply for those service specific Services.

**1.2.5** These Terms apply as a business-to-business agreement. For non-business Customers (e.g., homeowners) the Consumer Guarantees Act 1993 (CGA) may still apply to certain rights unless expressly excluded. We'll advise you when booking if this affects you.

## 1.3 Contract Formation

**1.3.1** A Contract is formed on the Terms set out herein when:

- The Customer issues a purchase order, written confirmation or telephone instructions to McLeod (which is recorded);
- The Customer accepts a McLeod quotation or schedule;
- Goods are provided to McLeod for carriage, storage, or handling; or
- McLeod commences Services at the Customer's request.

**1.3.2** The Customer acknowledges that these Terms, together with any incorporated written agreements, constitute the basis of the Contract, and no reliance is placed on unrecorded representations unless confirmed in writing pursuant to clause 1.3.4.

**1.3.3** McLeod may refuse to provide Services if the Customer fails to meet credit requirements (clause 2.4), safety standards (clause 5), or legal compliance obligations (clause 3.1).

**1.3.4** Statements or agreements made verbally by McLeod personnel are not enforceable unless confirmed in writing by an authorised McLeod representative, except for minor operational adjustments (e.g., on-site timing or positioning changes), which may be binding if documented by McLeod within 24 hours of occurrence.

## 1.4 Amendments

**1.4.1** McLeod reserves the right to amend these Terms at any time, with amendments effective 14 days after written notification to the Customer via email or publication on McLeod's website. Amendments do not apply retrospectively unless mutually agreed in writing. Continued engagement after this period constitutes acceptance of the revised Terms for new or ongoing Services, provided that such amendments shall not materially prejudice the Customer's rights regarding Orders already accepted.

**1.4.2** Any variation to these Terms specific to a Contract requires written agreement from an authorised McLeod representative.

## 1.5 Governing Law and Jurisdiction

**1.5.1** These Terms are governed by New Zealand law. Disputes shall be resolved in accordance with clause 6 and adjudicated exclusively in New Zealand Courts.

## 1.6 Severability

**1.6.1** Should any part or provision of these Terms be held unenforceable or in conflict with any applicable laws or regulations, the invalid or unenforceable part or provision will be replaced with a provision which accomplishes, to such

extent as possible, the original business purpose of the part or provision in a valid and enforceable manner, and the remainder of these Terms will remain binding on the parties.

### 1.7 Entire Agreement

1.7.1 These Terms, combined with any quotations, schedules, or written agreements executed by both parties, constitute the entire agreement, superseding all prior negotiations, representations, or understandings unless expressly incorporated in writing.

## 2. Pricing & Payment

### 2.1.1 Pricing Structure

The Price for Services and Equipment is determined by McLeod's quotations, rate schedules (available on request), or prevailing rates agreed at Contract formation pursuant to clause 1.3. McLeod may adjust the Price to reflect increases in operational costs, including fuel, labour, compliance, transport, permits, site requirements, or other expenses incurred in providing the Services or Equipment. Without limiting the above, McLeod may apply a Fuel Adjustment Factor ("FAF") to reflect changes in diesel costs. McLeod may elect to review and update FAF on a weekly or monthly basis. Where FAF is reviewed weekly, the applicable FAF will be calculated by reference to the diesel price average published by the Ministry of Business, Innovation and Employment ("MBIE") for the immediately preceding week, and will apply from the commencement of the following week. Where FAF is reviewed monthly, the applicable FAF will be calculated by reference to the diesel price average published by MBIE for the immediately preceding month and will apply from the commencement of the following month. If MBIE ceases to publish the relevant diesel price average, or materially changes the format, timing, or availability of that data, McLeod may use another comparable published diesel benchmark reasonably selected by McLeod. McLeod may notify the Customer of the applicable Price or any adjustment to the Price, including any FAF, by updated quotation, rate schedule, email, verbal confirmation at booking, or invoicing, as practicable. Any applicable Price or FAF notified before or at Contract formation will apply from the commencement of that Contract. For ongoing or future Services after Contract formation, any Price adjustment other than FAF applying in accordance with this clause will take effect 7 days after notification to the Customer, unless the increase exceeds 10% of the original Price, in which case 14 days' notice applies. Prices quoted are confidential to the Customer and must not be disclosed to third parties.

2.1.2 McLeod reserves the right to withdraw quoted rates immediately if this confidentiality is breached. By continuing to engage McLeod's Services after the effective date of a price adjustment, the Customer accepts the revised Price. All rates and adjustment details are available on request prior to or at Contract formation.

2.1.3 Any additional costs, such as, without limitation, fuel surcharges (including FAF), permit fees, replacement of rigging equipment pursuant to clause 4.1.4, site requirements, or other costs as otherwise set out in these Terms, may be invoiced separately at McLeod's discretion. Where FAF applies under clause 2.1.1, it may be included within the Price or shown separately on quotations, rate schedules, booking confirmations, or invoices. Notification of these costs will be provided via quotations, direct communication (e.g. email, verbal confirmation, or invoices), or rate schedules available on request before or at the time of invoicing, as practicable, given the nature of the engagement.

### 2.1.4 Price:

The Customer agrees that the Price is:

- (a) expressed in New Zealand dollars;
- (b) exclusive of GST, and other New Zealand taxes and duties which may be applicable unless otherwise stated; and
- (c) does not include any additional costs associated with McLeod delivering the Equipment and providing Services to the Site.

### 2.1.5 Invoices and Payments:

Invoices are issued monthly. Pursuant to section 18 of the CCA, the Customer shall pay the amount specified in each invoice/payment claim issued by McLeod by the 20<sup>th</sup> of the month following the date of the applicable invoice and/or payment claim. All payments required to be made pursuant to these Terms shall be in cleared funds, without deduction or setoff, to the bank account specified in the Invoice or payment claim (being the preferred method of payment) or by credit card (subject to a potential surcharge), or as otherwise notified to the Customer by McLeod from time to time. Payment is complete when cleared funds are received by McLeod. McLeod does not accept retentions, and requires full payment as invoiced.

### 2.1.6 Precast Installation Services:

For precast installation Services involving PCBUs, payments may be structured as Payment Claims under the CCA, comprising an initial deposit (up to 25% of the quoted cost), progress claims for completed stages, and a final claim upon completion, all due by the 20th of the month following issuance unless disputed pursuant to clause 2.1.7. CCA processes apply to PCBUs only, unless explicitly agreed in writing with non-PCBU Customers (e.g., homeowners) at booking.

#### **2.1.7 Allocation:**

Payments received by McLeod from the Customer may be allocated in McLeod sole discretion.

#### **2.1.8 Payment claims, Schedules and Disputes:**

Payment claims described in clause 2 are issued pursuant to the CCA. Should the Customer dispute the content of any payment claim, it shall issue a payment schedule pursuant to the CCA within 5 Working Days of the date of the Customer's receipt of the payment claim. Without limiting the parties' rights and remedies under the CCA, if the Customer issues a payment schedule, the parties shall endeavour to resolve such dispute within 10 Working Days of McLeod's receipt of the payment schedule, and if unresolved within such period, either party may refer the matter for determination pursuant to clause 6. For the avoidance of doubt, the Customer shall pay all amounts that are not disputed in accordance with clause 2.1.

#### **2.2 Working Days:**

**2.2.1** Where the due date for payment of a payment claim falls on a non-Working Day, payment is due on the Working Day immediately prior.

#### **2.3 GST and Ancillary Costs**

**2.3.1** The Customer is responsible for GST and all additional taxes, levies, permits, or Site-specific fees incurred by McLeod in performing the Services

#### **2.4 Credit Facilities**

**2.4.1** Credit may only be extended at McLeod's sole and absolute discretion, subject to the Customer submitting a completed Credit Application Form and meeting McLeod's financial assessment criteria (e.g., no payments overdue by more than 30 days). McLeod may modify or withdraw credit terms if payments are overdue by 30 days or more, or if the Customer's financial position materially deteriorates (e.g., insolvency proceedings), with written notice provided.

#### **2.5 Late Payment Consequences and Payment Default**

**2.5.1** If the Customer fails to pay any amount on or prior to the applicable due date for payment, or is otherwise in breach of these Terms, McLeod may, in its sole discretion, without prejudice to and in addition to any other rights and remedies, do any one or more of the following:

- (a) suspend the provision of the Services and the operation of these Terms;
- (b) if payment is not made within 5 Working Days of McLeod written demand, terminate (in whole or in part) the Contract;
- (c) remove any tools, Equipment or materials or any other property owned by McLeod from the Site or other location that it is stored;
- (d) charge interest at a rate of 5% per month on the amount owing, calculated daily, from the applicable due date for payment until McLeod receives payment in full; and/or
- (e) take legal or other action to recover the amounts owing and/or appoint a collections agent or other third party to collect the amounts owing, and all costs and expenses associated with the Customer's default (including legal costs as between solicitor and client) shall be paid by the Customer, in addition to any amount owing.

#### **2.6 Security Interest under the PPSA and Liens**

**2.6.1** To secure the Customer's payment and other obligations set out in these Terms, the Customer acknowledges that:

- (a) These Terms and Conditions create a security interest (as defined in the PPSA) in favour of McLeod in Equipment hired to the Customer by McLeod for a term of more than 1 year (within the meaning of the term "lease for a term of more than 1 year" as defined in the PPSA);
- (b) The Customer undertakes to do such acts and provide such information as in the opinion of McLeod may be necessary or desirable to enable McLeod to protect any security interest created or provided for by these Terms, as a protected security interest with first priority;
- (c) The Customer shall act immediately when requested by McLeod; and
- (d) To the fullest extent permitted by law, the Customer waives any rights it may have now or in the future to receive a copy of any verification statement or other confirmation related to any security interest created or provided for by, or protected in the manner contemplated by these Terms;

- (e) In addition to the security interest referred to in clause 2.6.1(a) the Customer also grants a security interest in all present and after acquired Equipment, against which monies are owed, as security for all moneys now and in the future owing by the Customer to McLeod;
- (f) The customer waives the right to receive verification statements or other PPSA notices to the extent permitted by law.

### 2.6.2 Lien

- (a) In the event that the Customer defaults on any payment or fails to pay the Price in full, the parties acknowledge that McLeod is entitled to maintain an active and particular lien over any and all of the Customer's property in its possession.
- (b) McLeod will also have the right to sell the goods under section 288 of the Contract and Commercial Law Act 2017 by way of auction. These terms constitute notice of McLeods' claim to a lien made in accordance with section 286 of the Contract and Commercial Law Act 2017 and does not act to exclude or limit any general lien available to McLeod.

**2.6.3** If the Customer defaults on payment in part or fails to pay the Price in full, any cost incurred by McLeod for storing the goods in exercising its lien over the property, is to be paid by the Customer.

**2.6.4** McLeod agrees to not adversely use, deal or treat with the Customer's property pending payment in full of the Price.

**2.6.5** If any amount remains unpaid 14 days after the due date (i.e., by the 4th day of the second month following invoice issuance pursuant to clause 2.1.5), McLeod will issue a written notice demanding payment within 10 working days. If the Customer fails to pay within this 10-day period, McLeod may, after an additional 5 working days, sell or dispose of the goods in its possession to recover outstanding debts, interest, and reasonable enforcement costs including without limitation storage and sale expenses. Proceeds from any sale will first cover McLeod's expenses and all outstanding amounts, with any surplus returned to the Customer. The Customer remains liable for any shortfall and additional recovery costs, invoiced pursuant to clause 2.1.3 or clause 2.3.1.

### 2.7 Invoice Disputes

**2.7.1** The Customer must notify McLeod in writing of any invoice dispute within 7 days of receipt, detailing the issue and disputed amount. Undisputed portions remain payable by the 20th of the month following issuance. McLeod will review disputes within 5 working days pursuant to clause 6. If the dispute is deemed invalid, interest applies from the original due date.

### 2.8 Account Verification

**2.8.1 Bank Account Security:** It is the Customer's responsibility to verify McLeod's bank account details before making payment. McLeod will never notify you of a change to our bank account via email alone; any such change must be verbally confirmed with an authorised McLeod representative.

### 2.9 Deposits and Cancellations

**2.9.1** The Customer shall pay the deposit to McLeod Crane Limited's nominated bank account specified in the Quote. The deposit is in part payment of the Price.

**2.9.2** Notwithstanding any other term or condition set out in these Terms, McLeod shall have no obligation pursuant to these Terms until the deposit is paid. If the deposit is not paid within 10 Working Days of the Signing Date or the issue of an invoice by McLeod, whichever is the earlier, McLeod may terminate these Terms by providing notice in writing to the Customer.

**2.9.3** Deposits, where required, are non-refundable unless McLeod cancels the Services due to its inability to perform (excluding Force Majeure) or materially breaches the Contract (e.g., failure to deliver Services as agreed).

**2.9.4** Cancellation fees, detailed in clause 7.3, apply based on the timing of notice and costs incurred by McLeod.

## 3. Customer Obligations

### 3.1 Legal and Standards Compliance

**3.1.1** The Customer shall comply with all applicable laws, including the HSWA and Contract and Commercial Law Act 2017, as well as industry standards such as the **ACOP for Cranes** or **GPG for Precast**. McLeod will not perform Services that are illegal or contravene safety requirements.

The Customer shall ensure that all task planning documentation, including any required method statements, risk assessments, or safe work planning documents applicable to the lifting activity, are prepared, communicated to affected

parties, and available on Site. McLeod may request evidence of such documentation prior to commencement of Services where reasonably necessary to confirm responsibility allocation.

### 3.2 Site Preparation and Access

**3.2.1** The Customer shall ensure the Site is safe, stable, and accessible, with firm ground (e.g., minimum 75 kPa for precast installation), clear pathways, and identified hazards (e.g., underground services, power lines or overhead wires with 4 m clearance for cranes). Customers are encouraged to provide geotechnical reports confirming ground-bearing capacity. McLeod relies on Customer assurances unless otherwise agreed in writing. Where heavy Equipment is deployed, the Customer must provide suitable reinforcement for access surfaces (e.g., footpaths, driveways, kerbs) to support operational loads. For tree-lined driveways, the Customer shall ensure trees are trimmed to prevent damage to Equipment. For areas where Equipment must traverse long grass, the Customer shall ensure hidden obstructions (e.g., rocks, posts, stumps, or debris) are clearly marked to prevent damage to Equipment.

**3.2.2** Risks inherent to Equipment operations - such as immobilisation, loss of traction, or damage to access surfaces (e.g., driveways, footpaths, lawns) - are the Customer's responsibility, including costs for recovery (e.g., towing, labour), repairs, and downtime. McLeod is not liable for such incidents unless they result directly from:

- McLeod's gross negligence (e.g., reckless operation contrary to operator training); or
- McLeod's failure to follow specific written Site condition warnings provided by the Customer at least 24 hours prior to arrival (e.g., 'soft ground at northwest corner, max 40 kPa').

**3.2.3** Due to the weight and size of McLeod's Equipment (often exceeding 20 tonnes), the Customer must ensure access surfaces and ground conditions meet the minimum stability requirements (e.g., 75 kPa for precast installation) specified in the Contract or McLeod's guidelines (available on request). McLeod operators will conduct a reasonable visual assessment of accessible Site areas upon arrival, checking for visible soft spots or recent fill, but cannot reasonably detect hidden or subsurface weaknesses (e.g., underground voids, recent fill). If concerns arise, McLeod may issue a Disclaimer form pursuant to clause 3.8, transferring risk to the Customer upon approval to proceed.

### 3.3 Insurance Requirements

**3.3.1** The Customer shall maintain comprehensive insurance covering:

- Goods stored, transported or handled by McLeod, against all risks, including fire, theft, weather damage, and accidental loss;
- Site property potentially impacted by McLeod's operations (e.g., structures, access surfaces); and
- Equipment under Dry Hire for its full replacement value, including damage from misuse or accidents.

**3.3.2** McLeod maintains insurance as follows:

- Public Liability: \$20,000,000 per incident;
- Professional Indemnity: \$2,000,000 per incident;
- Motor Vehicle/Third Party: \$20,000,000 road risk;
- Carriers Liability: Limited to \$2,000 per unit of goods (pursuant to the Contract and Commercial Law Act 2017) and \$1,000,000 per occurrence;
- Bailee's Liability: For goods in storage (unless expressly disclaimed in writing); and
- On-hook coverage: \$1,000,000 per incident (applicable only to losses arising from McLeod's legal liability).

Coverage limits are as stated unless amended, with current details available on request. At the Customer's request and cost, McLeod may arrange specific transit insurance, excluding wear, tear, delay, or inherent vice, with coverage limited to the invoiced value or contract-specified amount. The Customer is encouraged to confirm coverage prior to high-risk operations and should arrange additional coverage if operational risks exceed these amounts.

### 3.4 Equipment Usage

**3.4.1** Equipment shall be operated in accordance with manufacturer specifications, McLeod's guidelines, and legal limits.

**3.4.2** For Dry Hire (Equipment without an operator), the Customer shall provide a competent, licensed operator, perform daily maintenance (e.g., checks, lubrication), and return the Equipment in its original condition, allowing for normal wear. Failure to perform daily maintenance may result in additional charges for repairs or servicing, invoiced pursuant to clause 2.1.2, and McLeod may terminate the hire if neglect is evident upon inspection. The Customer is liable for all damage, repair, or replacement costs arising from misuse or neglect. McLeod reserves the right to inspect Equipment during hire and terminate the arrangement if misuse is detected. The Customer shall not modify, sublet, misuse, or operate Equipment while under the influence of drugs or alcohol. For cranes, the Customer assumes full responsibility of the

controller as defined in the Pressure Equipment Cranes and Passenger Ropeway Regulations (PECPR) for the period of Dry Hire.

**3.4.3** The Customer acknowledges it relies on its own skill and judgment in selecting Equipment and Services suitable for its needs unless McLeod expressly advises otherwise in writing.

**3.4.4** Legal ownership and title to Equipment remains with McLeod at all times. The Customer shall not claim ownership or grant any security interest over Equipment.

### **3.5 Indemnification**

**3.5.1** The Customer indemnifies McLeod against all liabilities, costs (including full costs between solicitor and client), losses, claims, expenses and demands incurred by McLeod or any third party arising out of or incidental to the Customer's breach of these Terms, and/or arising out of or incidental to the Services, except where such liabilities, costs, claims and demands are the direct result of the gross negligence of McLeod.

### **3.6 Exclusion and Limitation of Liability**

**3.6.1** The Customer is liable for damage to McLeod's Equipment or third-party property unless solely caused by McLeod's gross negligence or willful misconduct. Specific exclusions and responsibilities include:

- Underground services: McLeod is not liable unless the Customer provides accurate Site plans and McLeod acts negligently.
- Access surfaces: Damage during Equipment operations is the Customer's risk pursuant to clauses 3.2.1 and 3.2.2.
- Rigging equipment: The Customer bears repair or replacement costs unless loss/damage results from McLeod's negligence (clause 4.1.4).
- Transport: Coverage is limited to \$2,000 per incident under Limited Carrier's Risk unless additional insurance is arranged.
- Storage: McLeod's liability is limited pursuant to clause 4.4.4.
- Precast installation: The Customer indemnifies McLeod for defects arising from incorrect lifting points, unstable ground, or unapproved engineering. Additional exclusions apply pursuant to clauses 4.2.4 and 4.2.5.
- Third-party claims: The Customer indemnifies McLeod for claims arising from inaccurate Site data or Customer negligence.

#### **3.6.2 Liability exclusion:**

Subject to applicable law, McLeod will be under no liability whatsoever to the Customer for any indirect loss, consequential loss, fines, loss of profit, loss of bargain, loss of business opportunity or exemplary damages suffered by the Customer or any other person, arising out of or flowing from these Terms, whether contemplated by these Terms or not, and whether actionable under contract, statute, tort (including negligence), equity or otherwise. In addition to the above, McLeod shall not be liable to the Customer or any third party to the extent that any loss or damage is, directly or indirectly, caused or contributed to by the Customer, or the Customer's employees, representatives, agents or third parties.

#### **3.6.3 Liability Cap:**

In the event that McLeod is found liable for any loss or damages, including any loss or damages set out in clause 3.6.1 above, McLeod's total aggregate liability shall be limited to:

- (a) **Two times (2x) the Price** of the specific Contract under which the liability arose; or
- (b) In the event that the limitation in (a) is held to be unenforceable or unreasonable at law, or where the loss is covered by a valid policy of insurance held by McLeod, **the proceeds actually available and paid out under such insurance policy** for that specific claim (less any applicable excess).

To the extent permitted by law, this limitation is inclusive of all claims, costs, and expenses made against McLeod by the Customer pursuant to these Terms.

#### **3.6.4 Delay in attendance or supply failure**

For any delay in attendance, late arrival, non-attendance, or inability to supply booked personnel or equipment, the Customer's sole and exclusive remedy shall be a refund or credit of the charges for the affected McLeod resource for the period directly affected, and McLeod shall have no liability for any consequential, indirect, third-party, programme, labour, plant, subcontractor, or overhead costs.

### **3.7 Health and Safety Compliance**

**3.7.1** The Customer shall ensure the Site complies with HSWA and McLeod's safety plans (clause 5.2) and for providing a safe working environment. Incidents or near-misses must be reported to McLeod immediately, followed by a written report within 24 hours, with full cooperation in subsequent investigations.

### **3.8 Information and Cooperation**

**3.8.1** The Customer shall provide accurate and timely information critical to Service delivery, including Site conditions, load specifications (e.g., weight, dimensions, lifting points), and any special requirements (e.g., hazardous goods, environmental risks, airspace restrictions, airport proximity, aviation approval requirements, or other regulatory constraints affecting crane operations). For Precast Installation, this includes manufacturer certifications and rigging plans pursuant to clause 4.2.5. McLeod is not liable for delays, costs, or damages resulting from inaccurate or incomplete information. The Customer warrants that all information provided to McLeod, including information provided for the purposes of Lift Planning and Engineering Services, is complete, accurate, and not misleading.

### **3.9 Risk Identification and Disclaimer Process**

**3.9.1** If McLeod identifies risks to safety, Equipment, or performance upon arrival or during operations (e.g., unstable ground, unsafe load conditions), it may issue a Disclaimer form, delivered in writing or a verbal Disclaimer (with written confirmation within 24 hours where practicable). The Customer must promptly, within 60 minutes unless operational urgency requires a shorter period as determined by McLeod's operator and notified to the Customer:

- Approve continuation, accepting all associated risks and costs;
- Propose an alternative solution at the Customer's expense, agreed with McLeod's operator; or
- Cancel the Service, incurring fees pursuant to clause 7.3.1.

**3.9.2** Failure to respond within 60 minutes, or a reasonable timeframe based on job complexity and safety needs (not exceeding 2 hours), permits McLeod to suspend operations, with costs borne by the Customer pursuant to clause 7.3. Approval via the Disclaimer form transfers liability for identified risks to the Customer, except where McLeod's gross negligence causes subsequent damage.

## **4. Service-Specific Terms**

All Services are governed by these Terms, with Contracts formed pursuant to clause 1.3 and liability allocated pursuant to clause 3.5 to 3.9, unless as otherwise modified below.

### **4.1 Crane and Transport Hire**

#### **4.1.1 Contracts and Scope:**

Contracts incorporate hire requests, Lift Plans, quotations, and agreed schedules, with charges commencing from depot departure until return, encompassing cranes, hiabs, forklifts, telehandlers, transport vehicles, hoists, trailers, ancillary equipment, mancages, spreader bars, or other machinery supplied by McLeod.

#### **4.1.2 Wet Hire (With McLeod Operator):**

- (a) Where Equipment is supplied with a McLeod operator, the scope of McLeod's responsibility depends on the nature of the Service provided, as set out below.
- (b) **Hiab Delivery – Standard Last-Mile Lift**  
Where McLeod provides transport services utilising a Hiab, McLeod assumes responsibility only for the safe operation of the Equipment and for planning and executing the Equipment-related aspects of the lift necessary to unload and place the load as part of a delivery.

A standard Hiab delivery may include placement at ground level or at height (including onto upper floors or structures), provided the lift remains within the operational capacity of the Equipment and does not involve permanent fixing, structural integration, engineering design, or overall coordination of the construction task.

Where lift complexity increases, McLeod may complete a Hiab Lift Plan to manage Equipment-related hazards. Completion of a Hiab Lift Plan does not transfer responsibility for lift methodology, task sequencing, structural adequacy, site control, or overall risk management to McLeod.

The Customer, or where different, the PCBU in management or control of the Site, remains responsible for Site readiness, ground conditions, structural suitability of the placement location, coordination of personnel, exclusion zones beyond the immediate lifting area, and all activities occurring before and after placement.

Unless expressly agreed in writing, Hiab delivery does not constitute a Contract Lift under clause 4.1.13.

- (c) **Crane Hire and Non-Standard Hiab Lifts (Non-Contract Lift)**

Where Equipment is supplied with a McLeod operator for crane hire, or where a Hiab lift exceeds the scope of a

standard delivery, McLeod provides the Equipment and operator as a lifting tool only. McLeod's responsibility is limited to the safe operation of the Equipment in accordance with the Lift Plan, manufacturer specifications, and applicable legal requirements.

The Customer warrants that all aspects of the lifting task beyond the operation of the Equipment remain the Customer's responsibility, including task sequencing, load data accuracy, hazard identification, exclusion zone control, rigging selection, communication protocols, and overall task coordination. McLeod's Lift Plan does not address these elements except insofar as they relate directly to the safe operation of the Equipment.

Any Lift Plan prepared by McLeod addresses hazards associated with the operation of the Equipment only and does not constitute a task analysis, method statement, or risk assessment for the overall lifting task or associated work activities.

- (d) In circumstances described in clause 4.1.2(c), the Customer retains sole responsibility for:
- planning, sequencing, and execution of the lifting task;
  - selection of the lifting method, load control techniques, and placement methodology;
  - identification and management of hazards associated with the load, the work task, and the surrounding work environment; and
  - compliance with all PCBU duties under the HSWA in relation to the work activity.
- (e) The Customer warrants that any person directing the operator, including any dogman or rigger, is suitably trained, competent, and authorised to do so. The decision to engage a dogman or rigger, and the adequacy of that person for the task, rests solely with the Customer. McLeod is entitled to rely on instructions provided by such persons unless those instructions present an immediate and evident risk to safety.

Where McLeod supplies a Dogman or Rigger, that person's role is limited to rigging, slinging, and signalling duties associated with the lifting operation. They do not assume responsibility for overall lift planning, task sequencing, site coordination, exclusion zone control, or the Customer's broader risk management obligations unless a Contract Lift has been expressly agreed in writing pursuant to clause 4.1.13.

- (f) If the Customer requires McLeod to assume responsibility for lift methodology, rigging design, task-level risk management, or coordination of the lifting activity, the Customer must engage McLeod to provide a Contract Lift service under a separate written agreement. In the absence of such an agreement, the operator remains under the Customer's direction regarding the method of lifting. Contract Lifts are governed by clause 4.1.13 and apply only where expressly agreed in writing.
- (g) McLeod operators retain control of the Equipment at all times and may suspend or refuse operations where Site conditions or instructions present an unacceptable safety risk, with associated costs payable pursuant to clause 7.1 or clause 7.3 where attributable to Customer non-compliance.
- (h) The Customer acknowledges and agrees that any Lift Plan prepared by McLeod is appropriate and sufficient only for the scope of Services undertaken by McLeod as defined in the Contract, and only for the purpose of identifying and managing hazards associated with the operation of the Equipment.

The Customer further acknowledges that the Lift Plan does not address, and is not intended to address, hazards associated with the Customer's overall task, construction methodology, load installation, sequencing of works, or activities undertaken by other parties, for which the Customer remains solely responsible.

(i) **Customer Planning and Risk Management Responsibilities**

Prior to commencement of any non-standard lift, the Customer shall provide documented evidence of its planning and risk controls relevant to the lifting activity, including (where applicable) Job Safety Analysis (JSA), Safe Work Method Statement (SWMS), lift method statement, exclusion zone controls, load specifications, ground condition verification, and communication procedures.

McLeod shall be entitled to request and review such documentation prior to commencing lifting operations. McLeod may refuse to commence lifting until such documentation is provided, where reasonably required to clarify responsibility boundaries.

**4.1.3 Dry Hire (Without Operator):**

Responsibilities are in accordance with clause 3.4.2, requiring the Customer to provide a competent, licensed operator, perform daily maintenance (e.g., checks, lubrication), and return Equipment in its original condition, allowing for normal wear.

**4.1.4 Rigging and Load Management:**

McLeod-supplied rigging (e.g., slings, chains) is warranted fit for general use pursuant to the **ACOP for Rigging** and inspected prior to hire, provided further that:

- a) Where McLeod provides a Dogman or Rigger, that person performs rigging, slinging, and signalling duties associated with the lifting operation. They do not assume responsibility for lift planning, task sequencing, methodology, or overall execution of the lifting task unless a Contract Lift has been expressly agreed in writing pursuant to clause 4.1.13.
- b) Customer-managed rigging requires compliance with Lift Plans and legal limits, with the Customer fully responsible for the suitability, use, and resulting damage or delays.
- c) Loss or damage to rigging beyond normal wear (e.g., minor surface abrasion, expected stretching under rated loads) incurs replacement costs, invoiced pursuant to clause 2.1.2, borne by the responsible party (McLeod if negligent; otherwise, the Customer).
- d) Loads exceeding declared weights or safe limits may result in additional costs (e.g., Equipment upgrades) or refusal by McLeod operators, with downtime fees applicable pursuant to clause 7.3.

#### **4.1.5 Delays:**

Delays exceeding 30 minutes due to Site or access issues (e.g., immobilisation pursuant to clause 3.2.2) are charged at McLeod's prevailing rates, invoiced pursuant to clause 2.1.1.

#### **4.1.6 Equipment Compliance:**

Equipment complies with **ACOP for Cranes** and WorkSafe NZ standards (e.g., annual crane certification) and McLeod operators hold current qualifications (e.g., National Certificate in Crane Operation). Certificates are available upon written request. McLeod may refuse operations if Site conditions compromise safety or compliance, with costs pursuant to clause 7.3.

#### **4.1.7 Overtime:**

Work performed outside normal business hours of 6:00 AM to 6:00 PM, Monday to Friday, incurs additional charges pursuant to McLeod's current hire price list (available on request), including Saturdays, Sundays, or public holidays. Overtime is charged in full-hour increments, with partial hours rounded up to the next hour. A minimum charge of three hours applies for operators on Saturdays, Sundays, or call-back on those days; work on public holidays or call-back thereon incurs an eight-hour minimum plus a surcharge per person as specified in the quotation or price list. Night shift work requires a six-hour minimum hire period, with an additional surcharge per person as specified in the quotation or price list, over and above normal overtime rates, and may incur extra fees for operator transitions between day and night shifts or night and day shifts to account for scheduling or fatigue management requirements. All overtime charges are invoiced pursuant to clause 2.1.1.

#### **4.1.8 Site Allowance:**

Where specific Site conditions or requirements (e.g., remote locations, hazardous environments) necessitate site allowances, additional charges apply as notified by McLeod at booking or during operations, invoiced pursuant to clause 2.1.1 or 2.1.3.

#### **4.1.9 Operator's Accommodation:**

For Sites distant from McLeod's depot requiring overnight accommodation, the Customer shall bear travel costs and accommodation plus allowances at rates specified in the quotation or McLeod's current hire price list (available on request) for projects over 30 km from Tauranga or Hamilton, unless agreed otherwise, agreed upon at booking or during operations, invoiced pursuant to clause 2.1.1 or 2.1.3.

#### **4.1.10 Equipment Substitution:**

McLeod reserves the right to substitute Equipment with comparable alternatives where necessary (e.g., due to availability or breakdown), provided the substitute meets the Customer's operational requirements as agreed at booking.

#### **4.1.11 Stand-Down Time:**

Where Equipment or operators are stood down due to Customer delays or Site issues beyond the 30-minute threshold in clause 4.1.5, additional charges apply at McLeod's prevailing rates, invoiced pursuant to clause 2.1.1 or 2.1.3.

#### **4.1.12 Minimum Hire Periods:**

Unless otherwise agreed in writing, a minimum hire period may apply to all crane and transport hire Services, charged pursuant to clause 2.1.1.

#### **4.1.13 Contract Lift (Crane or Hiab)**

- (a) A Contract Lift applies only where McLeod has expressly agreed in writing to plan, manage, and execute the lifting operation as a complete service. This includes responsibility for lift methodology, rigging design, task-level risk assessment, and coordination of the lifting activity within the scope agreed.
- (b) A Contract Lift will not be inferred or implied by any of the following:
- preparation of a Lift Plan;
  - provision of a dogman or rigger;
  - exercise of safety stop authority by a McLeod operator; or
  - compliance with HSWA consultation, cooperation, and coordination obligations.
- For avoidance of doubt, preparation of a Lift Plan, provision of a Dogman or Rigger, compliance with HSWA consultation obligations, or exercise of stop-work authority by a McLeod operator shall not be interpreted as McLeod assuming responsibility for lift methodology, task planning, or site control unless expressly agreed in writing under this clause.
- (c) Where a Contract Lift applies, McLeod's responsibilities are limited to the scope expressly agreed in writing. Unless expressly included, the Customer remains responsible for:
- Site readiness, access, and ground conditions;
  - accuracy and completeness of load information provided;
  - exclusion zones beyond the immediate lifting area; and
  - activities occurring before and after completion of the lifting operation.
- (d) Unless expressly agreed in writing, a Contract Lift does not include installation, permanent fixing, structural integration, engineering design, or verification of design assumptions.
- (e) For avoidance of doubt, the preparation of Lift Planning and Engineering Services documentation alone does not constitute a Contract Lift.

#### **4.1.14 Lift Planning and Engineering Services**

- (a) Where McLeod provides Lift Planning and Engineering Services without being engaged under a written Contract Lift agreement, such services are provided as a professional advisory service only.
- (b) Provision of Lift Planning and Engineering Services does not constitute, and must not be interpreted as, McLeod assuming responsibility for execution, supervision, sequencing, or control of the lifting operation.
- (c) The Customer remains solely responsible for:
- Verification of load weights and dimensions
  - Ground bearing capacity and site conditions
  - Exclusion zones and hazard controls
  - Lift sequencing and task methodology
  - Selection and competence of personnel executing the lift
- (d) McLeod is entitled to rely on the accuracy and completeness of information provided by the Customer in preparing Lift Planning and Engineering Services documentation.
- (e) Any variation from the assumptions, site conditions, equipment configuration, or load details stated in the Lift Plan invalidates the Lift Plan unless reviewed and confirmed in writing by McLeod.
- (f) Preparation of a Lift Plan, provision of drawings, or issuance of engineering documentation does not create a Contract Lift arrangement unless expressly agreed in writing under Clause 4.1.13.

#### **4.1.15 Aviation, Airspace, and Regulatory Approvals**

Where the Site, crane configuration, boom height, radius, load path, or proposed lifting operations may require notification to, consultation with, approval from, or assessment by the Civil Aviation Authority, Airways New Zealand, an aerodrome operator, or any other competent authority, the Customer shall be responsible for all associated requirements, fees, consultant costs, study costs, permit costs, compliance costs, and related expenses. The Customer acknowledges that any such process may take up to 90 days or longer. Unless expressly agreed otherwise in writing, McLeod shall have no obligation to commence or continue the Services until all required notifications, studies, approvals, and conditions have been completed or satisfied to McLeod's reasonable satisfaction. McLeod shall have no liability for any delay, rescheduling, suspension, standby, cancellation, or additional cost arising from any such aviation, airspace, or regulatory requirement.

## 4.2 Precast Installation

### 4.2.1 General Requirements:

Services encompassing lifting and installing Precast Elements (e.g., tilt panels, Dycore/Hollowcore, Double Tees/Super Tees) shall comply with **GPG for Precast** and the HSWA, requiring 15 working days' notice unless otherwise agreed in writing and subject to crew and equipment availability at the time of requirement.

### 4.2.2 Site and Ground Conditions:

The Customer shall provide stable ground (minimum 75 kPa, or as required by the crane's load specifications for heavier lifts, available on request), with a gradient of less than 1:10 unless otherwise agreed in writing, concrete supports with 20 MPa compressive strength, footings within 10 mm of the Precast Element's reduced level (RL), clean, well-drained, and marked with Precast lines, allowing reasonable access to both sides for shimming and barring pursuant to clause 3.2.

### 4.2.3 Precast Element Delivery:

The Customer shall ensure Precast Elements arrive in an agreed sequence, top facing the rear of the truck (unless specified at booking), with safe access to lifting points.

### 4.2.4 Liability and Risk Allocation:

Risks of Equipment immobilisation or access damage (clause 3.2.2) and post-installation defects (e.g., stability issues) remain the Customer's responsibility unless directly caused by McLeod's gross negligence. McLeod shall not be liable for defects arising beyond completion except for McLeod's proven negligence pursuant to clause 3.6.1.

### 4.2.5 Certification and Rigging Plans:

The Customer shall provide certified Precast Elements with manufacturer certification pursuant to **GPG for Precast** requirements (e.g., **GPG for Precast** - Section 8.5 and Appendix O) or, if unavailable, a signed statement from a competent person authorised by the Customer confirming safety for lifting, prior to commencement. A rigging plan, prepared by the Precast manufacturer or designer, detailing lifting anchor specifications, rigging configuration (typically ensuring the included angle at reeving points does not exceed 120° pursuant to **GPG for Precast** - 10.10), and load data must be supplied unless McLeod has agreed in writing to provide it. If no rigging plan is provided and McLeod proceeds at the Customer's request, the Customer assumes all risks and liability associated with improper lifting, and McLeod's liability is excluded except for proven McLeod operator negligence.

### 4.2.6 Standard Services:

Services include lifting and installing a minimum of two temporary braces per Precast Element (installed at approximately 50 to 60 degrees from horizontal, and typically at 2/3 of the Element's height as per **GPG for Precast** Section 10.5, fixed to the element prior to lifting where possible), four Bolts per Element (e.g., load-controlled expansion anchors such as heavy duty high load slip anchors - deformation-controlled anchors must not be used - or as specified in the prop design provided by the Customer or manufacturer, torqued to manufacturer or design specifications), and two stacks of levelling shims up to a maximum height of 40 mm.

### 4.2.7 Prop Hire Logistics:

Props are hired for the duration requested by the Customer, agreed at booking or as adjusted during the Contract, with hire fees charged accordingly pursuant to McLeod's current rate schedule (available on request). "Off Hire" commences upon the Customer's written notice confirming props are removed, threads wound in, placed on dunnage, and accessible for collection by a small hiab, with additional pickup/delivery charges per site visit invoiced pursuant to clause 2.1.3 unless included in the quotation.

### 4.2.8 Additional Requirements:

Additional requirements (e.g., scaffolding, traffic management, shimming over 40 mm) must be agreed in writing, with costs invoiced pursuant to clause 2.1.3. Delays due to factors outside McLeod's control (e.g., Site readiness, Customer delays) will be charged at the quoted standby rate or prevailing rates if not specified.

### 4.2.9 Payment Terms:

For Customers who are PCBUs, payments may be structured as Payment Claims, comprising progress claims for completed stages i.e. lifting and fixing, and a final claim upon completion. The terms are structured in accordance with clause 2 of these Terms. Additional costs (eg, extra props or shimming over 40mm are invoiced pursuant to clause 2.1.3.

### 4.2.10 Exclusions and Prohibitions:

Unless expressly agreed in writing, McLeod excludes responsibility for mud on roads upon exit, damage to lawns, fences, vehicles, or other property during access or operations, installation of ground anchors, access platforms, traffic management, welding, joint sealing, double handling, placement under overhanging structures, or checking bracing bolts

post-installation (e.g., after earthquakes or storms pursuant to **GPG for Precast** Section 10.5 ). McLeod shall not be responsible for providing producer statements (e.g., PS3). Responsibility for set-out, structural integrity, and provision of any required statements lies with the Customer, designer, or engineer. Services under this clause 4.2 apply to precast elements delivered to the Site; if panels are cast on-site, charges will be based on McLeod's prevailing day rates for crane and crew. The Customer is responsible for scribing panel joints on footings and providing rear base restraint, with pricing assuming Drossbach position and alignment are correct as provided by the Customer. No allowance is included for shore loading, height adjustment of shore loading, working at height (where edge protection is required by the Customer if there is a risk of fall), weld plates, custom corner brackets, or making good of panels after removal of temporary prop bolts. McLeod prohibits reinforcing bars or hoops as lifting eyes (pursuant to **GPG for Precast** Section 10.11 ) and bonded anchors relying solely on chemical adhesion (pursuant to **GPG for Precast** Section 10.5 ), with any additional requirements incurring costs invoiced pursuant to clause 2.1.3.

#### **4.3 Mass Timber and CLT Installation**

##### **4.3.1 General Requirements:**

Where McLeod's Services involve lifting, positioning, and placing Mass Timber and/or Cross Laminated Timber (CLT) elements (e.g., CLT panels, glue-laminated beams, laminated veneer lumber) such Services shall comply with the HSWA, **ACOP for Cranes**, and WorkSafe NZ standards. These Services require 15 working days' notice unless otherwise agreed in writing, subject to crew and equipment availability at the time of requirement, and signed acceptance of these Terms. McLeod may provide guidance or resources on CLT-specific handling, lifting, or site preparation requirements upon request, subject to additional costs invoiced pursuant to clause 2.1.3.

##### **4.3.2 Site and Ground Conditions:**

The Customer shall ensure the Site is safe, stable, and accessible, with firm ground (minimum 75 kPa, or higher as required by the crane's load specifications for heavier CLT elements, available on request), a gradient of less than 1:10 unless otherwise agreed in writing, and clear, safe access to the installation area. The Customer shall provide suitable supports, foundations, or structural frames pursuant to manufacturer or designer specifications, level, clean, and capable of bearing the load within agreed tolerances, pursuant to clause 3.2. The Customer shall also ensure temporary props, bracing, or shoring (as specified by the manufacturer or designer) are available and installed prior to McLeod lifting and placement services unless otherwise agreed in writing. Where heavy Equipment is deployed, the Customer must provide suitable reinforcement for access surfaces (e.g., footpaths, driveways, kerbs) to support operational loads, trim trees in tree-lined driveways to prevent damage to Equipment, and, for areas where Equipment must traverse long grass, ensure hidden obstructions (e.g., rocks, stumps, or debris) are clearly marked to prevent damage to Equipment.

##### **4.3.3 Mass Timber and CLT Element Delivery:**

The Customer shall ensure Mass Timber and CLT elements are delivered in an agreed sequence, properly packaged, with lifting points accessible, clearly marked, and certified by the manufacturer or designer. The Customer shall specify top face orientation at booking if critical to installation and ensure elements are protected from environmental hazards (e.g., rain, excessive moisture) during delivery and installation, as specified by the manufacturer or designer, to prevent damage or degradation (e.g., potential delamination, distortion).

##### **4.3.4 Liability and Risk Allocation:**

Risks of Equipment immobilisation, access damage (pursuant to clause 3.2.2), and post-installation defects (e.g., alignment issues, structural instability) remain the Customer's responsibility unless directly caused by McLeod's gross negligence or willful misconduct. McLeod shall not be liable for defects or damage arising beyond completion of lifting and placement services, except where McLeod's negligence is proven pursuant to clause 3.6.1.

##### **4.3.5 Certification, Rigging Plans, and Equipment Compatibility:**

The Customer shall provide elements with manufacturer certification confirming compliance with **ACOP for Rigging** requirements (e.g., safe lifting capacity, structural integrity) or, if unavailable, a signed statement from a competent person (as defined in **ACOP for Rigging** 1.4) authorised by the Customer verifying safety for lifting, prior to commencement. A rigging plan, prepared by the manufacturer or designer, detailing lifting anchor specifications, rigging configuration (maximum 120° included angle between sling legs at the hook or pulley block pursuant to **ACOP for Rigging** 6.8.4 and 6.8.5), load data (including panel weight, centre of gravity, and wind load considerations), and compatibility with McLeod lifting equipment (e.g., vacuum lifters, panel grippers, spreader beams, or slings), must be supplied unless McLeod has agreed in writing to provide it. The Customer shall ensure CLT elements are compatible with McLeod lifting equipment and methods to prevent damage during operations.

##### **4.3.6 Standard Services:**

Services include lifting, positioning, and placing CLT elements into position pursuant to the rigging plan and Contract specifications, using temporary props or bracing provided by the Customer (as specified by the manufacturer or designer)

where required for stability during placement. Services exclude additional fixing, alignment, structural integration, or permanent bracing beyond initial placement (e.g., bolting, adhesives, or post-placement adjustments) unless expressly agreed in writing.

#### **4.3.7 Additional Requirements:**

Any additional requirements (e.g., scaffolding, traffic management, temporary supports beyond initial placement, weather protection for CLT elements, or specialised lifting equipment) must be agreed in writing, with costs invoiced pursuant to clause 2.1.3. Delays due to factors outside McLeod control (e.g., Site readiness, Customer delays, or environmental conditions) will be charged at the quoted standby rate or prevailing rates if not specified.

#### **4.3.8 Payment Terms:**

For Customers who are PCBUs, payments may be structured as Payment Claims, comprising progress claims for completed stages i.e. lifting and positioning, and a final claim upon completion. The terms are structured in accordance with clause 2 of these Terms. Additional costs (eg, extra props, weather protection or specialised equipment) are invoiced pursuant to clause 2.1.3.

#### **4.3.9 Exclusions and Prohibitions:**

Unless agreed in writing, McLeod excludes responsibility or liability for mud on roads upon exit, damage to lawns, fences, vehicles, or other property during access or operations, installation of permanent fixes (e.g., bolting, adhesives), temporary supports beyond initial placement, access platforms, traffic management, welding, joint sealing, double handling, or checking structural integrity post-installation (e.g., after environmental events). Reinforcing bars or hoops are prohibited as lifting eyes pursuant to **ACOP Rigging** 6.8.4, 6.9.1 and general safety principles, and chemical adhesion anchoring systems are excluded unless expressly agreed, with any additional requirements incurring costs invoiced pursuant to clause 2.1.2. McLeod shall not be responsible for providing producer statements (e.g., PS3). Responsibility for set-out, structural integrity, and provision of any required statements lies with the Customer, designer, or engineer.

### **4.4 Storage**

#### **4.4.1 Contracts and Conditions:**

Contracts commence when McLeod takes possession of goods and incorporate these Terms, storage requests, purchase orders, or written agreements. Goods are stored at the Customer's sole risk, requiring insurance pursuant to clause 3.3. McLeod does not act as a warehouse keeper nor a mercantile agent under the Contract and Commercial Law Act 2017 unless agreed in writing, nor does it assume liability for high-value or uninsured goods beyond limits specified in clause 4.4.4.

#### **4.4.2 Storage Options:**

Covered storage (e.g., warehouse) protects from direct environmental exposure but is not climate-controlled, with special handling (e.g., stacking) requiring prior written notice; uncovered storage (e.g., yard) exposes goods to weather conditions (e.g., rain, UV, dust), with McLeod having no liability for resulting damage or deterioration. McLeod may relocate goods between areas unless covered storage is expressly requested and available.

#### **4.4.3 Delivery and Access:**

The Customer shall deliver goods properly packed, secured, and labelled, declaring in writing prior to storage any hazardous, perishable, restricted, or high-value items (valued over \$10,000 per unit or consignment). McLeod does not inspect goods upon receipt and is not responsible for pre-existing damage. Access requires 48 hours' prior written notice and is during business hours only.

#### **4.4.4 Liability Limits:**

McLeod's liability for loss or damage to goods in storage is limited as follows:

- (a) for covered storage, to damage caused directly by McLeod's negligence (e.g., improper handling), capped at the lesser of 3 months' prior storage fees or the goods' insured value (declared in writing prior to storage);
- (b) for undeclared high-value goods (exceeding \$10,000) or uninsured goods, to \$1,000 per incident unless gross negligence is proven;
- (c) no liability for goods in uncovered storage or damage from environmental deterioration (e.g., corrosion, rust, UV fading).

Claims must be notified pursuant to clause 4.5.5.

#### **4.4.5 Fees:**

Storage fees are charged monthly in advance, due by the 20th of the month following issuance of invoice pursuant to clause 2.1.5; additional charges (e.g., handling, relocation) are invoiced pursuant to clause 2.1.3. Non-payment for 14 days triggers lien rights pursuant to clause 2.6.

#### **4.5 Carriage of Goods**

##### **4.5.1 Contracts and Coverage:**

Contracts begin upon booking or collection, with Limited Carrier's Risk applying unless otherwise specified in writing. The Customer warrants it is the owner or authorised agent of the goods, accepting these Terms for itself and any represented party. McLeod may carry goods by any method or person, including subcontracting as principal or agent, subject to terms of any bill of lading or contract used. After delivery pursuant to section 258 of the Contract and Commercial Law Act 2017, undelivered goods may be held as bailee at the Customer's risk, with storage fees invoiced pursuant to clause 2.1.3 and McLeod shall have no liability for loss or damage.

##### **4.5.2 Logistics and Responsibilities:**

The Customer shall ensure goods are packaged appropriately and that loading/unloading is completed within 30 minutes. Any delays or unsafe conditions may incur fees (clause 7.3) or refusal to proceed by McLeod. Freight charges are prepaid unless credit is approved pursuant to clause 2.4. Freight costs are incurred upon collection, and if the consignee fails to pay within 7 days of dispatch, the Customer remains liable. Labour for loading/unloading is the Customer's responsibility. Additional charges for failed delivery attempts are invoiced pursuant to clause 2.1.3. McLeod is not liable for packaging deficiencies or Force Majeure delays (clause 8.3).

##### **4.5.3 Oversized Loads:**

The Customer shall provide accurate load specifications (e.g., weight, dimensions) at booking. McLeod will arrange necessary permits, with all costs (e.g., fees, pilot vehicles) invoiced pursuant to clause 2.1.3. Inaccuracies in respect of oversized or overweight loads exceeding NZTA legal limits leading to delays, fines, or additional costs are the Customer's responsibility and liability. McLeod may refuse transport if compliance cannot be achieved.

##### **4.5.4 Hazardous Goods:**

McLeod may refuse or, after reasonable attempts to notify the Customer, destroy hazardous goods (e.g., flammable, toxic, or restricted materials pursuant to the Hazardous Substances and New Organisms Act 1996) at the Customer's expense unless special arrangements are agreed in writing, with associated costs invoiced pursuant to clause 2.1.3.

##### **4.5.5 Claims Process:**

Claims for damaged goods must be notified in writing within 7 days of delivery, and for missing goods within 14 days, using a McLeod Claim Form (available on request), with damaged goods and packaging retained for inspection by McLeod. McLeod will acknowledge claims within 1 working day and aim to resolve them within 5 working days, contacting the Customer if further information is needed. Claims may be denied if goods were signed for as complete, the goods were damaged due to insufficient packaging, or if a McLeod Claim Form was filed late. Appeals may be submitted in writing to [claims@mcleod.nz](mailto:claims@mcleod.nz) for review at McLeod's sole and absolute discretion.

## **5. Health & Safety**

### **5.1 General Duties**

**5.1.1** Where both McLeod and the Customer are PCBUs under HSWA, they share overlapping duties to ensure Site safety pursuant to clauses 3.2 and 3.7. For non-business Customers (e.g., homeowners), McLeod retains PCBU responsibilities, and the Customer shall cooperate by disclosing hazards and adhering to McLeod's safety policies and directives.

### **5.2 Safety Documentation**

#### **5.2.1 Pre-qualification and Safety Plans:**

Where McLeod has submitted a Site-Specific Safety Plan (SSSP), Lift Plan, or completed a Health and Safety pre-qualification process (whether online or otherwise) at the Customer's request:

- (a) The Customer confirms they have reviewed and accepted McLeod's safety methodologies, standard operating procedures, and policies contained therein;
- (b) The Customer agrees that these documents form the agreed basis for the "Consult, Cooperate, and Coordinate" obligations under the HSWA in respect of the Services undertaken by McLeod; and

- (c) Permitting McLeod to commence Services is deemed conclusive evidence of the Customer's acceptance of the adequacy and suitability of McLeod's safety systems for the scope of Services undertaken by McLeod and for the operation of the Equipment at the Site.
- (d) The Customer acknowledges that McLeod's Lift Plans and safety documentation are prepared solely for the scope of Services undertaken by McLeod and only in relation to hazards associated with the operation of McLeod's Equipment. Such documentation does not constitute evidence that the Customer's task planning, hazard management, or risk controls satisfy its duties under HSWA for activities beyond McLeod's defined scope of Services.

**5.2.2** The Customer shall review, approve, and ensure Site compliance (e.g., exclusion zones, ground stability), collaborating to mitigate risks so far as reasonably practicable.

### **5.3 Operational Safety**

**5.3.1** Crane operations require stable ground and a minimum 4-meter clearance from power lines or overhead wires; transport requires secure loads pursuant to NZTA standards. McLeod may suspend work for unsafe conditions (e.g., overloads, wind exceeding safe limits), with costs pursuant to clause 7.3 borne by the Customer if due to their non-compliance, provided McLeod notifies the Customer of the issue and allows a reasonable period (e.g., 1 hour) to remedy it where practicable. McLeod operators require mandatory breaks for meals and fatigue management under the HSWA, which the Customer must accommodate in planning and scheduling work.

### **5.4 Enforcement and Reporting**

**5.4.1** McLeod may audit Sites, refuse work, or terminate Services for safety breaches, with costs pursuant to clause 7.3. Incidents must be reported immediately to McLeod, with a written report within 24 hours. PCBUs must also notify WorkSafe NZ as required, with Customer cooperation mandatory.

### **5.5 Third-Party Safety Audits**

**5.5.1** McLeod undergoes regular third-party safety audits, including Tōtika audits, conducted by accredited independent assessors to verify compliance with HSWA, **ACOP for Cranes**, and WorkSafe NZ standards. These audits ensure McLeods' operations, equipment, and Site practices meet industry-leading safety benchmarks. Details of McLeods' audit status and certification are available on request. Customers are encouraged to collaborate with McLeod on Site-specific safety measures and may request access to audit reports relevant to their engagement, subject to confidentiality provisions under clause 8.1.

## **6. Dispute Resolution**

### **6.1 Dispute resolution:**

In the event of any dispute under these Terms, the parties will notify the other party of a dispute in writing:

- (a) within 7 days for invoices;
- (b) within 48 hours for services issues i.e. operational delays or failures;
- (c) within 7 days for damage (14 days for storage losses).

**6.1.1** The party providing notice of the dispute must provide full written particulars and evidence of the dispute to the other party upon providing notice.

**6.1.2** McLeod shall review and seek resolution within 5 working days. If the matter remains unresolved, within 10 Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation. If a mediator cannot be agreed by the parties within 20 Working Days of written particulars being given (or any longer period agreed to by the parties), a mediator must be appointed by the President of the Arbitrators and Mediators Institute of New Zealand. Should either party fail to engage in mediation or mediation be unsuccessful, the matter will be escalated to arbitration under the Arbitration Act 1996, with legal costs awarded to the prevailing party.

**6.2. Costs** Each party must bear their own costs associated with the mediation, and an equal share of the mediator's costs. Despite the dispute, each party shall continue to perform its obligations under these Terms as far as practicable given the nature of the dispute.

**6.3 Exception:** This clause does not:

- (a) apply to any dispute arising in connection with any attempted re-negotiation of these Terms;
- (b) apply to an application by either party for urgent interlocutory relief; or
- (c) restrict a party's ability to seek adjudication pursuant to the CCA.

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## 7. Termination & Suspension

### 7.1 Termination

**7.1.1** McLeod may terminate Services immediately for non-payment after expiration of 7 days' written notice, safety breaches, or Customer insolvency, with Equipment removal and debt enforcement pursuant to clause 2.5.

**7.1.2** The Customer may terminate with 5 days' written notice whilst remaining liable for all Services provided, work completed and costs incurred (e.g., full Price if Services commenced).

### 7.2 Suspension

**7.2.1** McLeod may suspend Services for non-payment, safety breaches or risks, or Site inadequacies, providing notice and a reasonable opportunity to remedy (where applicable). Accrued costs remain payable pursuant to clause 7.3.

### 7.3 Cancellation Fees and Charges

**7.3.1** Cancellation fees apply based on notice timing and McLeod's **actual incurred expenses** (e.g., mobilisation costs, operator wages, equipment downtime). No charges will apply where the Customer has provided more than 48 hours' notice. Cancellation charges shall be payable by the Customer using the following proportion of quoted costs associated with the relevant notice period given:

- 50%                      24-48 hours notice
- 75%                      12-24 hours notice
- Up to 100%            Less than 12 hours notice or onsite cancellation.

For non-business Customers (e.g., homeowners), fees are capped at 75% of the quoted cost to reflect reasonable losses.

### 7.4 Equipment Return

**7.4.1** Upon termination or hire completion, Equipment must be returned in its original condition (normal wear excepted). Failure to do so incurs repair or replacement costs or continued hire fees until resolved, invoiced pursuant to clause 2.1.3.

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## 8. Miscellaneous

### 8.1 Confidentiality

**8.1.1** Both parties shall protect confidential information (including but not limited to pricing and Site data) pursuant to the Privacy Act 2020, except where publicly available or legally required, with this obligation surviving Contract termination for 2 years unless otherwise agreed. McLeod may use anonymised data internally for operational purposes.

### 8.2 Intellectual Property

**8.2.1** McLeod retains ownership of its intellectual property (e.g., Lift Plans, safety plans). The Customer warrants that any intellectual property it provides is lawfully held or owned by the Customer and indemnifies McLeod for breaches of any third-party intellectual property rights.

### 8.3 Force Majeure

**8.3.1** Neither party is liable to the other for any failure to perform any of the stipulations of these Terms (other than an obligation to pay money) caused by any of the events, including and without limitation;

- (a) an act of God;
- (b) the act of any government or competent authority (including the cancellation or revocation of any approval, authority or permit);
- (c) fire, explosion, flood, inclement weather, or natural disaster;
- (d) any pandemic, epidemic, public health emergency, outbreak of communicable disease, or other similar occurrence;
- (e) industrial action (including strikes and lock-outs) that is of a widespread nature affecting McLeod directly or the industry or sector of which McLeod is a part of;
- (f) the default of any suppliers under any material contracts to which McLeod is a party;
- (g) equipment failure not resulting from McLeod's negligence (as evidenced by maintenance records); and
- (h) any other cause, impediment or circumstance beyond the reasonable control of any party.

**8.3.2** 30 Days after the respective event, either party may terminate the Contract, with pre-event payments remaining due and no further liability.

### 8.4 Assignment

**8.4.1** The Customer shall not assign this Contract without McLeod's prior written consent. McLeod may assign or subcontract its rights and obligations herein without restriction.

### **8.5 Media and Drone Use**

**8.5.1** McLeod may capture images, videos, or drone footage of Sites, Equipment, or Services for promotional or operational purposes (e.g., proof of delivery) unless the Customer opts out in writing at booking. Drone operations comply with Civil Aviation Rules: Part 101 (e.g., maximum 120m altitude, no flights over public roads without approval, consent required for capturing identifiable personal data) or Part 102 (complex operations conducted by certified third-party operators). Operational media (e.g., safety records) may be retained regardless of opt-out.

### **8.6 Digital and Automated Tools**

**8.6.1** McLeod may employ GPS, telematics, or call recordings (declared at call start) for efficiency, safety, or compliance, pursuant to the Privacy Act 2020. Automated tools, including AI, may assist with scheduling, invoicing, or communication, with human oversight where practicable. McLeod is not liable for errors solely from automation unless caused by its failure to exercise reasonable human oversight where practicable.

### **8.7 Environmental Responsibility**

**8.7.1** McLeod is committed to minimising environmental impact and holds Toitū Enviromark Gold certification, demonstrating our adherence to internationally recognised environmental management standards. We use reasonable efforts to reduce our environmental footprint (e.g., minimising fuel spills and optimising fuel-efficient routes) pursuant to the Resource Management Act 1991. The Customer shall disclose Site-specific risks (e.g., waterways, hazardous materials) in writing prior to commencement of Service provision; failure to do so renders the Customer liable for spill response or cleanup costs, invoiced pursuant to clause 2.1.3.

### **8.8 No Waiver**

**8.8.1** Failure by McLeod to enforce any provision of these Terms on any occasion does not waive its rights under these Terms.

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## **9. Personal Guarantee**

**9.1** If the Customer is a company or trust, the director(s) or trustee(s) signing the Contract (or the credit application form (as applicable)), in consideration for McLeod agreeing to supply goods and services and grant credit to the Customer at their request, also sign the Contract (or the credit application form (as applicable)) in their personal capacity and jointly and severally personally undertake as principal debtors to McLeod the payment of any and all monies now or hereafter owed by the Customer to McLeod and indemnify McLeod against non-payment by the Customer.

**9.2** Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in the Contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of the Contract and for payment of all sums due there under.