

## CONDITIONS OF HIRE – Super Safe Scaffolds

**Definition: Owner – Super Safe Scaffolds, 34-36 Gatwick Road, Bayswater, VIC, 3153**

1. The hirer shall pay to the owner at the owner's address set out overleaf the rental set out overleaf computed from the date upon which the owner completes delivery of the equipment and continuing until the termination of the hire in accordance with these conditions. After the expiration of the initial hire period rental shall be on a weekly basis or as stated.
2. All rental and other charges are strictly net and save as set out below are payable within thirty days from the end of next month. (Account customers only) If not paid within the period specified, the owner may charge interest thereon at the rate of fourteen per centum (14%) per annum computed from the date upon which the sum became due as aforesaid until payment of same, such interest being agreed liquidated damages by way of compensation for delay in payment and not by way of penalty.
3. Any expenses, costs, or disbursements incurred by the supplier in recovering any outstanding monies including debt collection agency fees and solicitors costs shall be paid by the hirer.
4.
  - a) The hirer may terminate this agreement after the expiration of the initial hire period by giving 48 hours notice in writing to the owner and by complying with the provisions of clause 6 hereof.
  - b) The owner may at any time give the hirer written notice of the owners intention to determine the hiring and the hiring shall upon the giving of the notice as aforesaid terminate; and
  - c) If the hirer shall make default in the punctual payment of the hire rental or if an order shall be made for the sequestration of his Estate or if he shall enter into any composition or arrangement with his creditors or if the hirer (being a company) shall enter into compulsory or voluntary liquidation (not being a voluntary liquidation only for the purposes of amalgamation or reconstruction) or shall fail to observe and perform the terms and conditions of this Agreement on the hirer's part to be observed and performed or if the hirer shall do or cause to be done or permit or suffer any act or thing whereby the owner's rights in the equipment may be prejudiced or put in jeopardy this Agreement shall forthwith determine (without any notice or other act on the part of the owner and notwithstanding that the owner may have waived some previous default or matter of the same or like nature) and it shall thereupon be lawful for the owner to retake possessions of the equipment and for that purpose to enter into or upon any premises where the same may be And the determination of the hiring under this clause shall not affect the right of the owner to recover from the hirer any monies due to the owner under this Agreement or damages for breach thereof. Any termination of this Agreement shall be without prejudice to the rights of the owner accrued prior to such termination.
5.
  - (a) Delivery of the equipment in clean and good condition and proper working order shall as against the hirer, be deemed to be as per order and invoice unless written notice specifying any discrepancy or defect is given to the owner within (7) days of the date of the invoice. The hirer acknowledges that the equipment is suitable for the purposes, use or operation required by the hirer and that there has been no reliance or advice or representations made by the owner.
    - i) The hirer shall keep the equipment in clean and good condition and proper working order and at all times use the goods in a skilful and proper manner.
    - ii) The hirer shall be responsible for any loss or damage to any property or any person caused by arising out of or incident to the use of the equipment by the hirer or as a result of any defect therein or its being on site. The hirer shall indemnify and hold harmless the owner against any loss, claim, demand, cost and or expense caused by or arising out of or incidental to the use of the equipment or any defect therein or the equipment being on site. The hirer agrees to pay the owner the full amount of any judgement recovered against the owner the full amount of any loss or damage howsoever sustained by the owner caused by or arising out of or incidental to the default or neglect or the hire.
6. The hirer shall give precise instructions to the owner as to the site and as to the location on site they require the equipment to be installed. If the equipment is to be removed to another site or re-positioned on the site, this shall be carried out by the owner at the hirer's cost or by the hirer with owner's written authority first obtained unless the hirer proves to the owner's satisfaction that the equipment was installed contrary to instructions. The hirer shall pay all charges due to any statutory body or authority incidental to any such removal or re-positioning, and the hirer (at the hirer's cost and expenses) shall comply with all statutes, ordinances, proclamations, orders, notices or regulations affecting or relating to any such removal or re-positioning of the equipment.

7. Notwithstanding anything to the contrary herein contained on termination of the hire the hirer shall be responsible at the hirer's expense to place the equipment in a ground level position on the site to which the owner or his agents have immediate and ready access for the purpose of collecting the equipment. If the owner or his agents are unable to collect the equipment from the site because the hirer has not given the owner or his agents immediate and ready access then at the owner's option:
  - (a) The hirer shall be further liable to pay rent on a weekly basis until the owner or his agents have been given immediate and ready access to the equipment by the hirer, or:
  - (b) The owner or his agents shall with such other specialised equipment as may be deemed necessary by the owner or his agents at the hirer's expense be permitted by the hirer to enter into the site where the equipment is located and collect the equipment provided however that the hirer shall be further liable to pay rent on a weekly basis until the owner or his agents have removed the equipment from the site.
8. The hirer agrees the equipment is the sole and absolute property of the owner and the hirer shall not sell, offer for sale, assign, mortgage, pledge, under let, lend, permit any lien to exist over, encumber charge or dispose of the equipment or his interest under this contract in any way without the prior written consent of the owner.
9. So long as the equipment shall remain on site the hirer shall be liable for any damage to or loss of the equipment from any cause whatsoever, including but not limited to theft, graffiti, storm, tempest, fire, act of God, flood or other natural catastrophe but (save in the case of crossings) excepting fair wear and tear. The owner may recover from the hirer as a debt due and payable the costs of repairing and/or replacing the same where it is, in the opinion of the owner necessary. The hirer shall further be liable to pay rental on a weekly basis until the equipment has been repaired and/or replaced.
10. The owner may affix to the equipment, or any part thereof, such signs, as he may desire indicating his ownership of the equipment. These shall NOT be removed, defaced, obliterated or covered over by the hirer and the owner shall have free access at all time thereto for the purpose of maintaining same.
11. The hirer shall not be entitled to recover from the owner any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the hirer due to or arising out of any break down or failure to effect delivery at the scheduled time or at all or failure of the equipment whether caused by fair wear and tear, negligence on the part of the owner or any other reason whatsoever.
12. Where the equipment comprised:
  - a. Temporary electricity supply poles.
    - (i) The owner shall:
      1. Any fees and charges by the electricity company other than connection fees are the clients full responsibility to pay.
    - (ii) The hirer shall pay all charges made by the said authority for the supply of electricity to site.
    - (iii) The owner shall not be liable for any act or default of the said supply authority nor shall he be under any responsibility to ensure that the meter readings made by the supply authority are correct and accurate.
  - (b) Temporary sheds, toilets and/or crossings equipment supplied therewith:
    - (i) The owner shall subject to clause 11B(ii) hereof deliver, install and remove the same as required.
    - (ii) Where the requirements set out in clause 11B(ii) hereof have not been complied with the owner may refuse to collect the equipment and/or may employ a third party to carry out same. The hirer shall pay to the owner all costs incurred, together with the cost of any additional trips made to remove equipment. The hirer shall continue to pay rental on a weekly basis until the equipment has been so removed.
    - (iii) The hirer shall during the term of the hire use the equipment only in accordance with the owner's directions, these conditions and the purpose for which the equipment is intended to be used and shall indemnify the owner against any loss occasioned to or damage suffered by the owner or any third party or any action which may be brought by any responsible authority against the owner as a result of the hirer's failure to comply with these conditions.
    - (iv) The owner shall empty portable toilets as required by manufacturer specifications or at the request of the hirer in the event of malfunction of equipment.
    - (v) The equipment will be delivered clean by the owner and the owner may charge the hirer a cleaning fee at the completion of the hire if the equipment is returned and requires cleaning.

13. The owner shall not be responsible to the hirer for any loss or damage suffered by or occasioned to the hirer or any third party either directly or indirectly as a result of the owner removing any of the equipment in accordance with the terms of these conditions and hirer shall indemnify the owner against any claims or actions brought against the owner by any third party in respect of such loss or damage.
14. The hirer shall comply with provisions of all laws and statutes and ordinances and proclamations (including all orders regulations rules and by-law made thereunder) affecting the hirer and/or use of the equipment. Should the owner suffer any penalty or loss in respect of any breach or non-observance thereof shall be entitled to recover from the hirer as a debt due and payable any amount expended by the owner in the respect thereof.
15. No indulgence or extension of time for the making of any payment or committing of any act granted by the owner to the hirer shall affect the strict rights or obligations of the parties under this contract. Any waiver by the owner of any breach of this Agreement shall not constitute a waiver of any subsequent or continuing breach.
16. Any notice required to be served by one party on the other shall be deemed to have been properly served two working days after the notice has been posted by prepaid post to the other party at its address appearing herein.
17. In this Contract where the context shall admit, the singular shall include the plural and the masculine, feminine and neuter genders. Where there is more than one hirer the terms and conditions hereof shall bind them jointly and severally. The terms "the owner" and "the hirer" shall include their respective successors, heirs, assigns and transferees and where there is more than one hirer or owner, the successors, heirs, assigns and transferees of each hirer and/or owner.
18. Orders of multiple items picked up at separate times, (not in one pick up) will incur a delivery charge per pickup to cover the cost of the second and any subsequent pick up.
- 19.
20. Cancellation of Hires
  - (i) Orders must be placed with a staff member. Message on any answering machine will not be considered.
  - (ii) All cancellations must be in working hours, Monday to Friday 9.00am to 5.00pm, excluding public holidays.
  - (iii) Orders must be cancelled at least 24 hours prior to hire on a working day.
  - (iv) Cancellations on the weekend or inside the 24 hours prior to the hire will be charged in full.
  - (v) Dunnys R Us Hire may waver the cancellation cost if it sees fit and has not incurred any cost.
  - (vi) Cancellations greater than a 24 period prior to the hire will be issued with a credit subject to orders less than \$300. Orders greater than this amount may be charged handling costs. These costs are determined by the amount of work completed. Costs are charged out at a rate of \$88 per hour or part thereof.
21. Payments/Credit Cards
22. (i) When you, the Hirer provide your credit card details to pay for your hired items, these credit card details remain on file until such time as the hire items have been returned. If the item you have hired exceeds the original paid period, our office will debit your card each week or month until the goods have been returned. All damaged or stolen hire items will also be billed to this credit card.

Debits to your credit card are deducted without notice by our hire company. Copy of invoices and credit card receipt will be sent in the mail unless directed by hirer.

*All information contained in these Terms and Conditions were correct at time of print. No liability will be accepted by the Owner for incorrect information and the Owner reserves the right to amend where necessary.*

*Conditions of Hire for Yellow Pages Advertisement November 2008-November 2009*

*These conditions are also for [rushire.com.au](http://rushire.com.au), [acetoilethire.com.au](http://acetoilethire.com.au), [berwicktoilethire.com.au](http://berwicktoilethire.com.au), [showers4hire.com.au](http://showers4hire.com.au), [tarpsales.com.au](http://tarpsales.com.au), [tarpsales.com.au](http://tarpsales.com.au) and [victoriatarphire.com.au](http://victoriatarphire.com.au),*