



## ALUMINIUM SCAFFOLDS - CONDITIONS OF HIRE

1. In these Conditions "Owner" means Aluminium Scaffolds (VIC) Pty. Ltd. and "Hirer" means any person, company, or corporation or Government Instrumentality (including any representative) who shall hire equipment from the Owner.
2. When equipment is delivered to the Hirer or his representative the Hirer or his representative shall sign the Hire Delivery Docket presented by the Owner's representative and this shall be conclusive proof of the delivery in good condition of the equipment listed on the docket.
3. The Hirer shall be responsible for receiving and unloading the equipment, in the event of any shortage and/or damage the Carrier's delivery docket must be endorsed accordingly. Separate written notification must be given to the Owner and Carrier within three days of delivery. Claims cannot be recognised unless this action has been taken and the Owner's liability in this respect is limited accordingly.
4. (a) No liability will be accepted by the Owner for failure on the Owner's part to deliver on a specific date or within a specified time from receipt of order.  
(b) Minimum 48 hours notice required for all labour requirements including delivery & collection, to be booked in (does not include weekends, public holidays) . All labour requests subject to availability, to be determined by owner, any costs due to delays to be the hirers responsibility.  
(c) Any delays due to inclement weather or any other reason whatsoever beyond the owners control will incur additional charges/variations to quote-to be determined by the owner.
5. The Hirer may not sublet any equipment or transfer any equipment to a separate location without prior written consent from the Owner.
6. The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for injury to persons and/or damage to property caused by or in connection with or arising out of the use of the equipment and in respect of all costs and charges in connection therewith whether arising under statute or common law.
7. The Owner accepts no responsibility for any drawings, design or specification and submission of such does not constitute any warranty, guarantee, representation or opinion of the practicability of construction or the efficacy safety or otherwise of equipment to be supplied by the Owner in accordance therewith and the Owner will not be responsible for the cost of any additional work caused by defects in such drawings, design or specification. In no case shall the Owner be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever.
8. The Hirer shall be solely responsible for and insure against loss or damage however caused to the equipment.
9. When equipment is returned to the Owner by the Hirer's transport, the equipment returned will be counted in the Owner's yard and a Hire Return Docket issued to the Hirer which shall be conclusive proof of the return of the quantities of equipment listed thereon, but not of its condition at the time of return. If equipment is collected by the Owner, it will be checked on arrival in the Owner's yard for quantity and condition. In both cases the check in the Owner's yard for quantity and condition will be the only legal 'proof of the quantity and condition of equipment returned.
10. In all cases the Hirer shall be responsible for returning all equipment to the Owner.
11. The Hirer shall be responsible for all loading of equipment when being collected by the Owner or his Agent. No returns will be accepted on weekends or public holidays or after 4 p.m. Monday to Friday.
12. Instructions to the Owner to collect the equipment must be given in writing and must be received by the Owner at least 48hrs before collection is required, including conditions 4(b) & 4(c). Such written notice will be the only recognised proof of collection instructions to the Owner. Customer is solely responsible for all equipment until collected/returned to owner. Refer to conditions 8, 9 & 10.
13. Without prejudice to conditions 14 and 15, the hiring shall be deemed to continue until the equipment is received by the Owner. The day of hiring and the day of return will both be charged as whole days. No allowance will be made for holiday periods or inclement weather or for any other reason whatsoever beyond the Owner's control including strikes, lockouts, cessation of labour, transport delays, Government interference or control or any other cause or contingency.
14. Where equipment is not returned to the Owner or where the Owner receives notice that the equipment has been lost or where after reasonable notice from the Owner the Hirer shall be unable to produce any equipment such equipment shall be treated as "Lost Equipment". The Owner shall thereupon be entitled to invoice the Hirer and the Hirer shall pay a sum equal to the standard sale price at the date when such sum is invoiced. Until such sum is invoiced hire charges shall continue to accrue.
15. Where "Lost Equipment" is returned to the Owner or recovered and taken back into use by the Hirer the Hirer shall be entitled to a credit equal to the sum debited in respect thereof under condition 14 hereof and the Owner shall be entitled to debit the Hirer with hire charges in respect thereof as if such equipment had never been Lost Equipment but had throughout and continuously been in the possession and use of the Hirer.
16. In the event of the Hirer wishing to purchase any equipment on hire such equipment or similar unidentified equipment at the Owner's discretion, will be invoiced at the Owner's standard sale price applicable at the date of invoice, less such discount as may be allowed by the Owner. Hire charges will not be taken into account.
17. Hire rates include for fair wear and tear only and when equipment is returned in a condition other than when received by the Hirer a charge for cleaning, reconditioning, renewing or replacing will be made where considered necessary by the Owner.
18. Prices stated in the Quotation are those applicable at the date of quotation, and are valid for 60 days, but the Owner reserves the right should the Owner's standard hire prices for any of the equipment be revised after the date of quotation to invoice at the revised prices without notice in relation to any prices revised before the despatch of such equipment but on giving not less than four weeks' notice to the Hirer in relation to any price revised after the despatch of such equipment. All quotes are fixed for works stated – variations charged accordingly.
19. Terms of Payment. Approved accounts strictly nett, due for settlement 30 days from date of invoice. Where there is no approved account, strictly C.O.D.. All accounts that exceed 30 days will incur administration & collection charges to be determined by the owner.
20. The Hirer agrees to the owner holding credit card information in accordance with PCI DSS requirements.
21. C.O.D. Hirers agree to the Owner deducting ongoing / recurring / outstanding charges from their credit card as required.
22. In the event of payment being in arrears, the hiring may be terminated by the Owner giving the Hirer notice in writing without prejudice to any monies which may have become due to the Owner and upon such termination, the Hirer shall assist the Owner to resume possession of the Owner's equipment.
23. Where the delivery or collection of equipment is effected by the Owner the Hirer will pay a delivery or collection charge at the Owner's standard transport rates applicable at the date of delivery or collection as the case may be. Such charge shall include any wasted journey or transport time incurred by the Owner in attempting reasonably to comply with the express or implied requirements of the Hirer and wasted without fault on the part of the Owner.
24. The Owner retains the right of access to any site, building or location where the Owner's equipment may be for the purpose of repossessing any of the Owner's equipment, should the Hirer contravene any of these conditions.
25. This quotation is accepted on the basis that no retention will be held by you on monies due to Aluminium Scaffolds (VIC) Pty. Ltd.
26. All delivery, pick-up or labour requests on or around public holidays will be subject to owners availability, in all cases the Hirer shall be solely responsible for all equipment. Refer to conditions 1 to 26.