



East Coast Safe-T-Rail (Hire) Aust Pty Ltd

ABN: 46 081 033 981 T/A

## East Coast Scaffolding NSW

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### Terms and Conditions of Hire

1. In these conditions.
  - a) The "**Owner**" means East Coast Safe-T-Rail (Hire) Aust Pty Ltd trading as East Coast Scaffolding NSW a subsidiary of Ruston Pty Ltd.
  - b) The "**Hirer**" means the person, firm or corporation hiring the equipment from the Owner as specified on any quote, purchase order received by the Owner or hire agreement entered into by the Hirer.
  - c) The "**Equipment**" means all goods and articles supplied by the "**Owner**" to the "**Hirer**".
2. All quotations are valid for a period of 30 days and are thereafter subject to confirmation. These quotations are subject to the availability of labour and or materials at the time we receive your written purchase order and is subject to approval being granted under the Owner's standard credit policy. All pricing is based on standard working hours being **7.00 AM to 3.30 PM Monday to Friday only**, with any work required outside these hours charged to cover any applicable penalty rates.
3. Hire commences on completion of erection of the Equipment and the issue of a Handover Certificate and ceases the day the removal occurs. Any hire periods stated are the "minimum" hire periods for that project. The minimum hire charge as quoted is due and payable regardless of the actual time installed on site, even if the minimum hire period is not reached. **Additional Hire Charges** begin to accrue at the expiration of the initial hire period and are as stated on the original quotation. The Owner reserves the right to revise the hiring and extra hire charges without notice at any time, after the expiration of the initial hire period as previously stated.
4. The Hirer is responsible for all Equipment whilst it is on site. Any damage to or loss of Equipment will be back charged to the Hirer at the relevant retail price. The Equipment price lists are available upon request.
5. It is the responsibility of the Hirer to provide adequate access for the delivery and if suitable access is not be provided, the load may be returned to our yard with additional cartage and a minimum labour charge applied to cover the mobilisation of scaffolders to site or a long carry fee charged to cover the manual handling of the Equipment from the delivery point to the work area. All materials will be delivered to site by crane truck, forklift or manually and placed as close as possible to the work area.
6. For all electrical wiring within 4.0M of the Equipment, it will be the responsibility of the Hirer to have identified the voltage and seek advice from the appropriate authority prior to erection of the Equipment. Your energy provider should be consulted for advice regarding your obligations to comply with all codes of practice in relation to work near powerlines.
7. Prior to any Equipment being installed, the Hirer shall ensure that on all sites the following:-
  - a) The site is cleared of any rubbish or debris and is ready for installation allowing 1.6M minimum clearances from all walls for the Equipment installation and that the site is generally safe for work to commence.
  - b) The ground, foundations and/or building structures onto which the Equipment is to be erected, must have adequate strength and bearing capacity (minimum bearing pressure requirement is 2.5T/M2 as per Australian Standard 1576.1 2019 ) to support the Equipment. Any movement of the Equipment due to ground settlement will be deemed as the Hirer's responsibility. Any expenses incurred by the Owner in rectifying any settlement movement, will be charged to the Hirer at our standard labour rates.
8. In the event of damage or failure of the Equipment the Hirer must notify the Owner immediately so that the Equipment can be inspected and the Owner can make any repairs or adjustments as may be deemed necessary.
9. Should any unauthorised modifications, alterations or adjustments be made to the Equipment by anyone other than the Owner, their staff or contractors, then the Owner will not be held responsible for the structural integrity of the Equipment, the safety or any injuries of workers using the Equipment. If the Equipment is damaged or modified by the Hirer or any other party and the Owner, its staff or its contractors are required to attend the site to rectify and make safe the Equipment, the Hirer will be charged travelling time to site then the

standard hourly labour rate per man per hour whilst they are on site. In these circumstances, the Equipment will be rectified on a cost plus basis and at the completion of the rectification works, a new Handover Certificate will be issued.

10. **In the event of a partial pull down of the Equipment being requested by the Hirer, an additional labour and transport charge will apply. This minimum charge will be \$500.00 + GST for each individual event and may vary depending upon the amount of work required. An estimate of this charge should be requested by the Hirer prior to any such work commencing.**
11. **All prices quoted are exclusive of GST of 10%.**
12. **Credit and Payment Terms:**

**Account Customers:** Once your account application has been received and approved by the Owner, credit will be offered to you on the following basis: Jobs will be invoiced the day of installation with payment being due as per the terms specified in your account approval (7-30 days as applicable). Any extra hire will be calculated at the completion of the hire period and invoiced that day with payment again due as per your trading terms.

**Non Account Customers: A deposit payment of 60 % of the quoted total will be required prior to the delivery of any Equipment to site, with the balance payable upon completion of the installation.** Any extra hire charges will be calculated on the completion of the hire period and will be payable as per the Hirer's agreed terms of trade within a set period of the invoice date. If the payment of the outstanding balance amount (final 40 %) is not received within the specified period, the Owner reserves the right to **cease all further work on the site including, but not limited to, the raising or adjusting of any Equipment or removing any installed Equipment from the building or site** until such time that all outstanding payments are received.
13. All payment claims are made under the Building and Construction Industry Security of Payment Act 1999 NSW, Revised 2001.

*Payments can be made via EFT to BSB 062196 Account Number 10491544 or by cheque. For all cheque payments no deliveries or site work will be undertaken until all payments have been cleared into our account.*
14. Your placement of a purchase order with the Owner, either in writing or verbally, implies your acceptance of these terms and conditions, as well as your agreement to pay all invoices as they fall due, including all Taxes and Government charges as invoiced by the Owner, with all payments being made within and in accordance with the credit terms as specified and agreed upon in your credit application.
15. The Owners Terms & Conditions are subject to change at any time.