

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

**Location:** 34 – 36 Gatwick Road, Bayswater VIC 3153  
**Date of Issue:** 27<sup>th</sup> February 2013  
**Approved By:** Peter Scott

## Introduction

Super Safe Hire Group (SSHG) is a hire business providing builders temporary/site toilets, function toilets, trailer toilets, corporate/function toilet blocks, temporary site fencing and power poles, driveway cross overs, tarpaulins and rubbish cages as well as site offices and lunch rooms to the building industry, corporate events and private functions. SSHG is also licenced to provide a pump and clean service for temporary toilets and site amenities as well as a pumping service for septic tanks.

SSHG also hires and installs fall protection systems including lightweight and heavy duty scaffolding, hand rail systems, walkway platforms and mobile tower systems.

The SSHG also hires and delivers skip waste bins and provides waste management services through its eco-recycling yard.

## 4.1 Consumer rights statement

4.1.1 'Your Consumer Rights' means your rights as a consumer under applicable consumer protection legislation including the Australian Consumer Law, which cannot be excluded, restricted or modified by this rental agreement.

4.1.2 Your consumer rights include the right to receive services from SSHG which are rendered with due care and skill.

4.1.3 You can find out more about your consumer rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

## 4.2 Ownership

4.2.1 The hirer agrees that the products hired are the sole and absolute property of SSHG and the hirer shall not sell, offer for sale, assign, mortgage, pledge, under let, lend or dispose of the products hired in any way without the prior written consent of SSHG .

4.2.2 SSHG may affix to the products hired, or any part thereof corporate signage indicating ownership of the products hired and promotion of the company.

4.2.3 This signage shall NOT be removed, defaced, obliterated or covered over by the hirer and SSHG shall have free access at all times thereto for the purpose of maintaining same.

## 4.3 Hire period

4.3.1 The hirer shall pay SSHG the complete amount of the contracted rental rate for the initial term agreed upon.

4.3.2 The rental period will be computed from the date upon which SSHG completes delivery and/or installation of the products hired, or the client picks up the products hired from SSHG and then continuing on until the termination of the hire in accordance with these conditions.

4.3.3 After the expiration of the initial hire period, the rental will be automatically continued on a weekly basis until the hirer notifies SSHG that they wish to cease the hire agreement and have the products picked up and removed from their site, or return the products hired.

4.3.4 The hirer may terminate this agreement after the expiration of the initial hire period by giving 48 hours' notice to SSHG to have the products picked up from the site they were delivered to and/or by returning the products hired SSHG premises

## 4.4 Terms of trade

4.4.1 Unless otherwise stated, all prices quoted by SSHG remain firm for thirty (30) days from the date of quotation with deliveries to be made within sixty (60) days from the date of order.

4.4.2 All orders or requests for pick-up/service must be placed directly with a SSHG staff member, faxed or emailed to the appropriate address.

4.4.3 Messages left on any answering machine will not be guaranteed

4.4.4 All rental and other charges are strictly net and inclusive of GST.

4.4.5 For hired products, unless an approved trading account has been opened, all clients must make a prior payment for any products or services provided by SSHG in cash, funds directly deposited into the Company bank account, with an approved cheque or with a credit/debit card prior to the delivery taking place.

4.4.6 For items sold, all clients must make a prior payment for any products or services provided by SSHG in cash, funds directly deposited into the Company bank account, with an approved cheque or with a credit/debit card prior to the delivery or pick up taking place.

4.4.7 Where goods are paid for by cheque, SSHG will not release the goods until such time as the cheque has been cleared into the appropriate bank account.

4.4.8 The hirer agrees to pay SSHG the full amount of any judgement recovered against any loss or damage how so ever sustained by SSHG caused by, or arising out of, or incidental to the default or neglect of the hire

4.4.9 The hirer shall not be entitled to recover from SSHG 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 of the products hired whether caused by fair wear and tear, negligence on the part of SSHG or any other reason whatsoever.

4.4.10 No indulgence or extension of time for the making of any payment or committing of any act granted by the SSHG to the hirer shall affect the strict rights or obligations of the parties under this contract.

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.4 Terms of trade – cont'd

- 4.4.11 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 the address appearing herein.
- 4.4.12 In this contract where the context shall admit, the singular shall include the plural and the masculine, feminine and neuter genders.
- 4.4.13 Where there is more than one hirer and the terms and conditions hereof, shall bind them jointly and severally.
- 4.4.14 The term “the hirer” shall include their respective successors, heirs, assignees and transferees and where there is more than one hirer or owner, the successors, heirs, assignees and transferees of each hirer.

## 4.5 Payment using credit card or EFTPOS

- 4.5.1 When the hirer provides their credit card or EFTPOS details to pay for products hired, these card details remain on file at SSHG until such time as the products hired have been returned.
- 4.5.2 SSHG will not pass on any credit/debit card details (or any other client details) to any other party and all client information will be stored in a secure manner
- 4.5.3 If the products hired remain at the hirer's site in excess the original paid period, SSHG will debit the hirer's credit/debit card each week or month until the products hired have been returned.
- 4.5.4 All damaged or stolen products hired will also be billed to this credit/debit card.
- 4.5.5 Debits to the hirer's credit/debit card are deducted without notice by SSHG .
- 4.5.6 A copy of invoices and a credit/debit card receipt will be sent in the mail unless directed by hirer.

## 4.6 Payment using an approved trading account

- 4.6.1 All new credit accounts opened with the Company are only done so on a strict 30 day basis provided an account application form is filled out in full with all relevant details and guarantees provided and the client meets the criteria set by SSHG /Express Bin Hire.
- 4.6.2 Should any customer, with an existing trading account, request to extend their trading terms or to increase their credit limit, the appropriate account documentation must be correctly filled out and approval may only be granted by the Administration Manager or senior management
- 4.6.3 If the products hired remain at the hirer's site in excess the original paid period, SSHG will charge the amount owing to the hirer's account each week or month until the products hired have been returned.
- 4.6.4 All damaged or stolen products hired will also be billed to this account.
- 4.6.5 Debits to the hirer's account will be done so without notice by SSHG .
- 4.6.6 A copy of invoices and a statement will be sent in the mail unless directed by hirer.

## 4.7 Overdue accounts

- 4.7.1 All overdue accounts will be placed on hold automatically once the account has exceeded the agreed terms of trade
- 4.7.2 Whilst on hold, further trade with an account customer may only be undertaken on a cash, funds directly deposited into the Company bank account or approved credit/debit card basis, provided agreement is reached from SSHG administration department.
- 4.7.3 If payment is not received within an agreed period of time then the SSHG products will be picked up from site and debt collection proceedings will commence, with the client liable for all debt collection costs on top of the amounts outstanding to SSHG .

## 4.8 Delivery/Pick Up

- 4.8.1 All orders under \$180 (GST inc) will incur a delivery fee.
- 4.8.2 Orders of multiple items picked up at separate times (not in one pick up) will incur a charge per pick up to cover the cost of the second and any subsequent pick up.
- 4.8.3 Trailer toilets can be delivered for a fee as it is assumed that the trailer toilet will usually be picked up and returned to SSHG premises.
- 4.8.4 Delivery of the products hired will be in clean and good condition and proper working order and will be deemed to be as per the order and invoice unless written notice specifying any discrepancy or defect is given by the hirer to SSHG within (7) days of the date of the delivery.
- 4.8.5 SSHG may charge the hirer a cleaning fee at the completion of the hire if the products hired is returned and requires excessive repair and cleaning due to mis-use whilst at the hirers' site.
- 4.8.6 The hirer shall not be entitled to recover from SSHG any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the hirer due to or arising out of any failure to effect delivery at the scheduled time on the part of SSHG /Express Bin Hire
- 4.8.7 Where a crane truck is required for products delivered by SSHG it is the hirer's responsibility to:
- 4.8.7.a Provide sufficient access, at least 3 metres clear of power lines or other encumbrances to the point of delivery and to assist in unloading if required and/or act as a spotter (if qualified) within 6.4 metres of power lines
- 4.8.7.b Provide a stable site for the truck to be parked, and if in the opinion of the driver there is a danger of bogging or the site is unsuitable for lifting then additional costs will be passed on to the hirer by SSHG if the delivery cannot take place at this time.
- 4.8.7.c Ensure the driver will not be detained unnecessarily due to the nature of the site, beyond what is considered to be a reasonable delivery time. If this occurs then additional costs will be passed on to the hirer by SSHG
- 4.8.7.d Ensure that where access is required over kerb, footpath, driveways etc., that SSHG is not liable for any damage

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.8 Delivery/Pick Up – cont'd

- 4.8.8 If SSHG are unable to collect the products hired from the site because the hirer has not given SSHG immediate and ready access then at SSHG option:
- 4.8.7.a The hirer shall be further liable to pay rent on a weekly basis until SSHG have been given immediate and ready access to the products hired by the hirer
- 4.8.7.b SSHG shall with such other specialised equipment as may be deemed necessary by SSHG, at the hirer's expense, be permitted by the hirer to enter into the site where the products hired are located and collect the products hired provided however that the hirer shall be further liable to pay rent on a weekly basis until SSHG have removed the products hired from site
- 4.8.9 SSHG 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 SSHG removing any of the products hired in accordance with the terms of these conditions and the hirer shall indemnify SSHG against any claims or actions brought against SSHG by any third party in respect of such loss or damage

## 4.9 Product maintenance/condition

- 4.9.1 The hirer shall keep the products hired secure and in clean, good condition and proper working order and at all times use the products hired for the purpose of which they were hired
- 4.9.2 So long as the products hired shall remain on site the hirer shall be liable for any damage to or loss of the products hired from any cause whatsoever, including but not limited to theft, graffiti, storm, tempest, fire, act of God, flood or other natural catastrophe but excepting fair wear and tear.
- 4.9.3 The hirer shall be responsible for any loss or damage to any products hired by SSHG whilst at the hirer's site.
- 4.9.4 If a SSHG product is stolen or maliciously damaged whilst at the hirer's site, it is the responsibility of the hirer to immediately report the incident to SSHG and to the police and obtain a police report for the theft or damage with a copy of this report forwarded onto SSHG within 48 hours of discovery via fax number (03) 9761 6180 or emailed to [sales@supersafehire.com.au](mailto:sales@supersafehire.com.au) or sent via registered mail.
- 4.9.5 SSHG 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 SSHG necessary.
- 4.9.6 The hirer shall be further liable to pay rental on a weekly basis until the products hired has been repaired and/or replaced.

## 4.10 Usage/Compliance

- 4.10.1 The hirer acknowledges that the products hired are suitable for the purposes, use or operation required by the hirer and that there has been no reliance on advice or representations made by SSHG.
- 4.10.2 The hirer shall during the term of the hire use the products hired only in accordance with SSHG directions, these conditions and the purpose for which the products hired intended to be used and shall indemnify SSHG against any loss occasioned to or damage suffered by SSHG or any third party or any action which may be brought by any responsible authority against SSHG as a result of the hirer's failure to comply with these conditions.
- 4.10.3 The hirer shall comply with provision of all laws, statutes, ordinances and proclamations (including all orders, regulations, rules and by-laws made thereunder) affecting the hirer and/or use of the products hired.
- 4.10.4 Should SSHG suffer any penalty or loss in respect of any breach or non-observance thereof SSHG shall be entitled to recover from the hirer as a debt due and payable any amount expended by SSHG in the respect thereof

## 4.11 Insurance

- 4.11.1 SSHG Super Safe Hire group offers hirers an 8% of the hire cost as a damage waiver.
- 4.11.1.a Waiver excludes stolen or written off hire items
- 4.11.2 When a damage waiver charged is paid by the hirer, SSHG will not make a claim against the hirer for any accidental damage to the equipment during the period covered by the charge.
- 4.11.2.a The damage waiver is only valid if the damage waiver charge is paid up to date and in full.

## 4.12 Labour rates

- 4.12.1 If extra costs are incurred by SSHG that are no fault of SSHG or are for additional services as requested or required by the hirer, the following is a schedule of the rates that will be charged (all rates quoted are GST inclusive)
- 4.12.1.a Labourers - \$55 per hour, standard business hours - \$82.50, weekend (or holiday) rates
- 4.12.1.b Truck and labourer - \$88 per hour, standard business hours - \$132.00 per hour, weekend (or holiday) rates
- 4.12.1.c Site Inductions, if required, will be charged at \$75.00 per person per hour
- 4.12.1.d Traffic Control, if required will incur additional charges
- 4.12.2 Labour rates are charged out at a 3 hour minimum from depot to depot.

## 4.12 Builders or function toilet hire

- 4.12.1 All toilets are cleaned before despatch and have the initial supply of toilet paper and appropriate chemical in the waste holding tank.
- 4.12.2 It is usual practice to fill the freshwater tank to capacity prior to shipping (unless specified otherwise) as part of the preparation, but note that this can be splashed out during transport.
- 4.12.3 At the time of placing an order the hirer must inform SSHG of their preferred location for the placing of a toilet on site.
- 4.12.4 It is the hirer's responsibility to ensure SSHG trucks have clear and safe access to the site to unload or load the products hired

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.12 Builders or function toilet hire – Cont'd

- 4.12.5 The preferred location must have a stable flat surface to ensure the toilet is able to stand upright allowing the correct flow of liquid/waste and the toilet does not fall over.
- 4.12.6 If a site location is not provided then SSHG will attempt to place the toilet towards the front of the property and on the opposite site of the driveway or as close as possible to the centre of the block
- 4.12.7 Whilst a builders or function toilet is on site - the hirer is liable for:
- 4.12.7.a The cost of repairing any damage to the toilet
- 4.12.7.b Damage to the toilet or to the property of any third party caused deliberately or recklessly by the hirer or any person on the hirer's site during the rental period
- 4.12.7.c The cost of replacing if lost or stolen any accessory of the toilet.
- 4.12.8 If any damage occurs the hirer must pay to SSHG , or SSHG will debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the toilet pending SSHG assessment of the loss, and damage, and if applicable, the repair of the toilet.
- 4.12.9 For the purpose of calculating costs of repairs SSHG will add the Recovery Costs to the amount of costs of damage and repair to the toilet.
- 4.12.10 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the toilet or products hired
- 4.12.10.a Any appraisal fees
- 4.12.10.b Any transport, storage and recovery costs; and
- 4.12.10.c An administrative fee reflecting the cost of making arrangements for repairs, transport and other administrative activities

## 4.13 Trailer toilet hire

- 4.13.1 Trailer toilets are to be picked up and then returned (at the conclusion of the hire period) to SSHG premises - located at 34 – 36 Gatwick Rd. Bayswater North, or to 21 Davis Road, Bannockburn.
- 4.13.2 The unit will be clean, reserve tank filled with fresh water and the appropriate amount of sanitiser installed in the waste tank along with the initial supply of toilet paper prior to despatch.
- 4.13.3 The expected hire period will be paid for in full at, or prior to the time of collection.
- 4.13.4 All trailer toilets are fitted with a 50mm towing hitch with wiring that complies with the Australian Standards and Vic Roads requirements
- 4.13.5 The hirer is liable to inform SSHG as to the area/s the toilet may be taken to during the hire period
- 4.13.6 The hirer is liable for the loss of, and ALL damage to the trailer toilet, no matter what the cause is, and for all damage to the property of any person which is caused or contributed to by the hirer or any person the hirer allows to drive the vehicle with a SSHG toilet/trailer attached.
- 4.13.7 The hirer is also liable for:
- 4.13.7.a The cost of repairing any overhead or under body damage to the toilet/trailer
- 4.13.7.b Damage to a tyre or an accessory not attributable to normal wear and tear; and
- 4.13.7.c Damage to the toilet/trailer or to the property of any third party caused deliberately or recklessly by the hirer, or any member of the hirer's party during the rental period
- 4.13.7.d The cost of replacing if lost or stolen any accessory of the trailer/toilet.
- 4.13.7.e Any road tolls and traffic infringements that are associated with the hire of this trailer whilst under a contract of hire.
- 4.13.8 If any damage occurs the hirer must pay to SSHG , or SSHG may debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the trailer toilet pending SSHG assessment of the loss, and damage, and if applicable, the repair of the toilet/trailer.
- 4.13.9 For the purpose of calculating costs of repairs SSHG will add the Recovery Costs to the amount of costs of damage and repair to the toilet.
- 4.13.10 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the toilet or products hired
- 4.13.10.a Any appraisal fees
- 4.13.10.b Any transport, storage and recovery costs; and
- 4.13.10.c An administrative fee reflecting the cost of making arrangements for repairs, transport and other administrative activities
- 4.13.10 Where the hirer or an authorised driver or any person, whilst towing the trailer/toilet results in an accident or claim (incident) or where damage or loss is sustained to the trailer/toilet or the property of any third party, the hirer must ensure that the hirer or any authorised driver:
- 4.13.10.a Promptly reports the incident to the local police if required by law within 24 hours of the incident.
- 4.13.10.b Promptly reports the incident in writing to SSHG within 24 hours of occurrence.
- 4.13.10.c Does not, without SSHG prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the incident if the trailer/toilet was involved in the accident
- 4.13.11 The hirer is not authorised to remove the toilet from the trailer and is not permitted to remove or change the number plate or registration label
- 4.13.12 Further to this the hirer is not permitted to remove any advertising signage from the products hired.

## 4.14 Toilet pump and clean service

- 4.14.1 SSHG is only licenced to pump sewerage and it is the hirer's responsibility to ensure no other liquid or hazardous materials are to be pumped from toilets or tanks.

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.14 Toilet pump and clean service – Cont'd

### Fortnightly/Monthly - Servicing Conditions

- 4.14.2 Scheduling for the pump and clean will be organised between SSHG and the hirer at the initial point of order
- 4.14.3 SSHG will ensure the pump and clean is done within 48 hours of the scheduled time according to their schedule
- 4.14.4 It is the responsibility of the hirer to ensure SSHG pump truck has clear access to the toilet or septic tank to be pumped and cleaned.
- 4.14.5 If clear access is not available to the site the SSHG truck will bypass the pump and clean and return at a later date when access is available and a further fee will be applied.

### On demand - Servicing Conditions

- 4.14.6 Orders for site servicing must be placed by 12.00pm on the day before the service is required
- 4.14.7 SSHG will ensure the pump and clean is done within 24 hours of the scheduled time according to their schedule
- 4.14.8 It is the responsibility of the hirer to ensure SSHG pump truck has clear access to the toilet or septic tank to be pumped and cleaned.
- 4.14.9 If clear access is not available to the site the SSHG truck will bypass the pump and clean and return at a later date when access is available and a further fee will be applied.

## 4.15 Temporary site fencing

- 4.15.1 At the time of placing an order the hirer must inform SSHG of their preferred location for the placing of temporary fencing on site.
- 4.15.2 The preferred location must have a stable flat surface to ensure the fencing is able to stand upright
- 4.15.3 It is the hirer's responsibility to inform SSHG if the fencing is to be erected over any underground services that could possibly be damaged by erection of the fencing, as SSHG will accept no liability for any damage if the site has not been marked.
- 4.15.4 SSHG will not take responsibility for any underground services when ground penetration is required for installation.
- 4.15.5 All underground services are performed by SSHG as the hirer's agent, and the hirer is responsible for any issue or problem caused by ground penetration
- 4.15.6 If a site location is not provided then SSHG will attempt to place the fencing towards the front of the property
- 4.15.7 It is the hirer's responsibility to ensure SSHG trucks have clear and safe access to the site to unload or load the products hired
- 4.15.8 Under no circumstances is the hirer allowed to alter or structurally change SSHG fencing components or panels
- 4.15.9 If the hirer wishes to attach any temporary signage, including shade cloth or any other form of accessory such as chains or padlocks to the temporary fencing then the hirer is responsible to remove those items prior to the collection of this fencing by Super Safe Hire Group.
  - 4.15.9.a If this is not done and SSHG has to remove these items then an addition charge will be passed onto the hirer
  - 4.15.9.b The hirer is also liable for any damage to the fencing caused by the attachment of these items
- 4.15.10 If fencing is pushed or falls over for some reason, which is deemed to be of no fault of SSHG initial installation and SSHG is requested to go to site to re-stand or alter fencing then a service charge will be passed onto the hirer
- 4.15.11 If a part pick up or delivery of additional fencing is required then a part pick up or extra delivery charge will be incurred
- 4.15.12 Whilst SSHG temporary fencing is on site - the hirer is liable for:
  - 4.15.12.a Ensuring fencing is maintained and kept standing in the location it was erected by SSHG .
  - 4.15.12.b The cost of repairing any damage to the fencing
  - 4.15.12.c Damage to the fencing or to the property of any third party caused deliberately or recklessly by the hirer or any person on site during the rental period
  - 4.15.12.d The cost of replacing if lost or stolen any fencing panels or any accessory of the fencing.
- 4.15.13 If any damage or loss occurs the hirer must pay to SSHG , or SSHG will debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the fencing pending SSHG assessment of the loss, and damage, and if applicable, the repair of the fencing.
- 4.15.14 If a SSHG product is stolen or maliciously damaged whilst at the hirer's site, it is the responsibility of the hirer to immediately report the incident to SSHG and to the police and obtain a police report for the theft or damage with a copy of this report forwarded onto SSHG within 48 hours of discovery.
- 4.15.15 For the purpose of calculating costs of repairs SSHG will add the Recovery Costs to the amount of costs of damage and repair to the fencing.
- 4.15.16 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the fencing
  - 4.15.17.a Any appraisal fees
  - 4.15.17.b Any transport, storage and recovery costs; and
  - 4.15.17.c An administrative fee reflecting the cost of making arrangements for repairs, transport and other administrative activities

## 4.16 Driveway cross overs

- 4.16.1 In all cases, unless the hirer has given specific instructions to the contrary, the SSHG driver will place the cross over on top of what is deemed to be the main driveway to the property.
- 4.16.2 It is the hirer's responsibility to ensure SSHG trucks have clear and safe access to the site to unload or load the products hired
- 4.16.3 SSHG will accept no liability to any damage caused by trucks or any other vehicles to the concrete or other surfaces under which the cross over lies
- 4.16.4 It is the hirer's responsibility to make sure the crossover is not protruding onto the road.

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.16 Driveway cross overs – Cont'd

- 4.16.4.a If the hirer requires the crossover to be altered or moved, additional cost will be incurred.
- 4.16.5 If any damage or loss occurs to the cross-over, the hirer must pay to SSHG , or SSHG will debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the cross over pending SSHG assessment of the loss, and damage, and if applicable, the repair of the cross over.

## 4.17 Rubbish cages

- 4.17.1 At the time of placing an order, the hirer must inform SSHG of their preferred location for the placing of a rubbish cage on site.
- 4.17.2 It is the hirer's responsibility to ensure SSHG trucks have clear and safe access to the site to unload or load the products hired
- 4.17.3 The preferred location must have a stable flat surface to ensure the rubbish cage is able to stand upright and does not fall over.
- 4.17.4 If a site location is not provided then SSHG will attempt to place the rubbish cage towards the front of the property and as close as possible to the centre of the block
- 4.17.5 It is the hirer's responsibility to remove all waste material within a rubbish cage prior to collection by Super Safe Hire Group
- 4.17.5.a If there is waste material left in a rubbish cage when SSHG come to pick up the rubbish cage, the SSHG driver will lift the cage off the waste material and there will be no liability to SSHG for the waste material left on site and the possibility of that waste material being dispersed to other areas within or outside of the site.
- 4.17.6 It is the hirer's responsibility to ensure a rubbish cage is moved by hand only and no machinery is used to move or pick up that cage that may cause damage.
- 4.17.7 If any damage or loss occurs to the rubbish cage, the hirer must pay to SSHG , or SSHG will debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the rubbish cage over pending SSHG assessment of the loss, and damage, and if applicable, the repair of the rubbish cage.

## 4.18 Temporary power poles

### Electricity fees/connection

- 4.18.1. SSHG shall
  - 4.18.1.a Make all necessary applications to the electricity supply authority to have electricity connected to site;
  - 4.18.1.b Pay to the said authority its normal connection fee and on-charge that payment to the hirer
  - 4.18.2 The hirer shall pay all charges made by the said authority for the supply of electricity to site.
  - 4.18.3 SSHG shall not be liable for any act or default of the said supply authority or shall responsible to ensure that the meter readings made by the supply authority are correct and accurate.
- ### Delivery/connection
- 4.18.4 At the time of placing an order, the hirer must inform SSHG of their preferred location for the placing of a temporary power pole
  - 4.18.5 It is the hirer's responsibility to ensure SSHG trucks have clear and safe access to the site to unload or load the products hired
  - 4.18.6 The location of the power pole must comply with all the relevant authorities requirements in regard to location and safety
  - 4.18.7 Power poles are only to be connected by a registered electrician and under no circumstances are to be altered in any way
  - 4.18.8 Under no circumstances is the hirer allowed to alter or structurally change SSHG power pole components
  - 4.18.9 SSHG will not take responsibility for any underground services when ground penetration is required for installation.
  - 4.18.10 All underground services are performed by SSHG as the hirer's agent, and the hirer is responsible for any issue or problem caused by ground penetration
  - 4.18.11 Whilst SSHG power pole is on site - the hirer is liable for:
    - 4.18.11.a The cost of repairing any damage to the power pole
    - 4.18.11.b Damage to the power pole or to the property of any third party caused deliberately or recklessly by the hirer or any person on site during the rental period
    - 4.18.11.c The cost of replacing if lost or stolen any accessory of the power pole.
  - 4.18.12 If any damage occurs the hirer must pay to SSHG , or SSHG may debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the power pole pending SSHG assessment of the loss, and damage, and if applicable, the repair of the power pole.
  - 4.18.13 For the purpose of calculating costs of repairs SSHG will add the Recovery Costs to the amount of costs of damage and repair to the power pole.
  - 4.18.14 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the power pole
    - 4.18.14.a Any appraisal fees
    - 4.18.14.b Any transport, storage and recovery costs; and
    - 4.18.14.c An administrative fee reflecting the cost of making arrangements for repairs, transport and other administrative activities

## 4.19 Tarpaulin hire

- 4.19.1 The expected hire period will be paid for in full or charged to an approved trading account at, or prior to the time of collection
- 4.19.2 SSHG tarpaulins are cleaned and rolled prior to despatch.

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.19 Tarpaulin hire – Cont'd

- 4.19.3 SSHG tarpaulins are rolled in such a way that can be rolled out along a ridge line and allowed to drop down each side.
- 4.19.4 SSHG tarpaulins are rolled along the 8m length as usual practice
- 4.19.5 SSHG tarpaulins are heavy (ranging from 32kg to 52 kg) and cumbersome and it is the hirer's responsibility to show due care in the physical handling of them.
- 4.19.6 Safe lifting practices must be adhered to at all times - especially in relation to egress and access from heights
- 4.19.7 The tarpaulin, (if not delivered) will be picked up and then returned (at the conclusion of the hire period) to SSHG premises, located at 34 – 36 Gatwick Rd. Bayswater North. Victoria 3153.
- 4.19.8 If SSHG is to pick the tarpaulin up it is to be rolled and placed near the front boundary of the property by the hirer in an accessible place to SSHG truck
- 4.19.9 Tarpaulins that are not rolled/folded in such a way that they can be lifted straight onto SSHG truck will be bypassed and a further pickup fee will be applied.
- 4.19.10 SSHG tarpaulins, in most cases, are fitted with a 800mm – 1000mm tie down ropes at approximately 1000mm spacing's - all tabs have ropes fitted to them.
- 4.19.11 The hirer is liable
- 4.19.11.a To ensure the tarpaulin is securely and correctly installed and tied down
- 4.19.11.b For the loss of, and ALL damage and perforations to the tarpaulin, no matter what the cause is,
- 4.19.11.c For all damage to the property of any person which is caused or contributed to by the hirer or any person who fits the tarpaulin to any building or structure.
- 4.19.11.d The cost of repairing any holes to the tarpaulin,
- 4.19.11.e Damage to ropes, seams etc., not attributable to normal wear and tear; and
- 4.19.11.f The cost of replacing, if lost or stolen, any tarpaulin that is hired
- 4.19.12 If any damage occurs the hirer must pay to SSHG or SSHG will debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the tarpaulin pending SSHG assessment of the loss, and damage, and if applicable, the repair of the tarpaulin.
- 4.19.13 For the purpose of calculating costs of repairs, SSHG will add the recovery costs to the amount of costs of damage and repair to the tarpaulin.
- 4.19.14 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the tarpaulin
- 4.19.14.a Any appraisal fees
- 4.19.14.b Any, storage and recovery costs; and
- 4.19.14.c An administrative fee reflecting the cost of making arrangements for repairs

## 4.20 Scaffolding/fall protection hire

- 4.20.1 SSHG will not deliver, supply or erect any scaffold systems or components until a signed acceptance of a SSHG quotation/acceptance form has been received from the hirer
- 4.20.2 The expected hire period will be paid for in full or charged to an approved trading account at, or prior to the time of installation
- 4.20.3 The hirer is responsible for accuracy of the details, sizes and specifications provided and SSHG will design scaffold systems based around the information supplied.
- 4.20.4 Should there be any variation required for the scaffold system to be erected in detail, size and specification due to the information originally supplied being incorrect or different to what is required on site then SSHG reserves the right to revise and amend the original quotation to suit the revised conditions.
- 4.20.5 All scaffolding must be erected by licenced scaffolders and cannot be altered in any way by any other person.
- 4.20.6 SSHG will attempt to adhere to the scheduled time of delivery/installation as agreed to at the time of booking, but will accept no liability if this time cannot be adhered to due to unforeseen circumstances, which would cause the delivery/installation time to be re-scheduled.
- 4.20.7 The hirer shall not be entitled to recover from SSHG any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the hirer due to or arising out of any failure to effect delivery at the scheduled time on the part of SSHG
- 4.20.8 It is the hirer's responsibility to ensure SSHG trucks have clear and safe access to the site to unload or load the components needed to erect or dismantle scaffolding or fall protection systems.
- 4.20.9 Scaffolding must not be installed within 3 metres of live/active power lines.
- 4.20.9.a It is the hirer's responsibility to contact their local power supplier prior to works commencing.
- 4.20.10 Unless specified in the quote, SSHG hire does not include any cost or provision for hoists/booms/scissor lifts
- 4.20.10.a If any additional plant or equipment is required for installation and removal and SSHG arranges for it to be provided, then it will be provided on the basis of cost plus 25%
- 4.20.11 The hirer is liable
- 4.20.11.a For the loss of, and ALL damage to scaffold components, no matter what the cause is,
- 4.20.11.b For all damage to the property of any person which is caused by mis-use by the hirer or any other person who uses the scaffold system
- 4.20.11.c The cost of replacing, if lost or stolen, any scaffold components
- 4.20.11.d To ensure that any tarpaulins that will need to be removed or altered are done so prior to scaffold installation and replaced to provide the coverage intended after the scaffold installation
- 4.20.11.e To ensure that replacement (spare) roof tiles are available where scaffolding is to be erected over or near a tiled roof should any damage occur to roof tiles during SSHG installation of a scaffold system.

# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.20 Scaffolding/fall protection hire – Cont'd

- 4.20.11.f To ensure that effective disbursement (drainage) of water from roofed areas, gutters or drains is catered for that will not interfere with erected scaffolding or cause damage to the building or work area.
- 4.20.12 Whilst SSHG will ensure scaffold systems are installed compliant to Standards Australia AS/NZS 4994 and take all steps practicable to ensure a scaffold system does not cause any form of damage (including water damage from leakage) to the building or work area it is the hirer's ongoing responsibility to ensure their building or work area remains secure (and water tight) whilst the scaffold system is on-site as conditions may change throughout the construction process due to changing weather, changing construction conditions and from other people working on the site.
- 4.20.13 If any damage occurs the hirer must pay to SSHG or SSHG may debit the hirer's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the scaffold components pending SSHG assessment of the loss, and damage, and if applicable, the repair.
- 4.20.14 For the purpose of calculating costs of repairs, SSHG will add the recovery costs to the amount of costs of damage and repair to the scaffold components.
- 4.20.15 For the purpose of this clause 'Recovery Costs' of means in relation to the loss of or damage to the scaffold components
- 4.20.15.a Any appraisal fees
- 4.20.15.b Any, storage and recovery costs; and
- 4.20.15.c An administrative fee reflecting the cost of making arrangements for repairs or replacement
- 4.20.16 If SSHG is requested to go to site to alter scaffolding and this service was not included as part of the initial quote/acceptance fencing then a service charge, as deemed appropriate by SSHG will be passed onto the hirer

## 4.21 Express Skip and Waste Bin Hire

### Definitions

- 4.21.1 "Authorised Waste" means any waste not including and free-flowing liquid, vicious materials, asbestos, materials containing asbestos, contaminated waste, putrescible waste, chemicals, wet paint, tyres, gas bottles containing any gas, medical waste or any prohibited substances defined by the Dangerous Goods Act 1985.
- 4.21.2 "Bin" means any bin supplied by Super Safe Express Bin Hire for storage and removal of Authorised Waste and includes warning reflectors or other necessary fittings and attachments as required.
- 4.21.3 "Customer" means the person, including a corporation, ordering the delivery of a bin and entering this contract with Super Safe Express Bin Hire.
- 4.21.3 "Maximum Allowable Weight" means the weight specified on the Tax Invoice.
- 4.21.5 "Terms and Conditions" includes the provisions contained in these Terms and Conditions

### Customers Acknowledgements

- 4.21.6 The receipt of a Tax Invoice and the delivery of the bin to the customer by Super Safe Express Bin Hire constitutes the parties' entry into a legally binding agreement.
- 4.21.7 Should the customer not be present at the time of delivery of the bin, it is deemed that the customer has received the Tax Invoice upon Super Safe Express Bin Hire leaving it with the bin, emailing a copy or posting it to the customer.
- 4.21.8 The delivery and collection of the bin involves heavy equipment which may damage nature strips, curbing and the like, which is the responsibility of the customer to resinate.
- 4.21.9 Super Safe Express Bin Hire does not hold any permits for the transportation of any waste beyond the Authorised Waste and if any prohibited waste is blatantly placed in bins by the customer resulting in fines or penalties, the customer shall be liable for reimbursement to Super Safe Express Bin Hire.

### Delivery of the Bin

- 4.21.10 Super Safe Express Bin Hire shall use its best endeavours to ensure Bin delivery of the bin to the customer as agreed and will not be liable for any delays beyond its reasonable control.
- 4.21.11 It is the customer's strict obligation to nominate a safe and suitable site for the delivery of the bin and to ensure that Super Safe Express Bin Hire has unrestricted access for the delivery and collection of the bin.
- 4.21.12 The site must be level and capable of safely withstanding the weight of a laden bin and the truck delivering and collecting the bin.
- 4.21.13 If any permits, permission and the like are required by any authorities for the delivery and leaving the bin on site, it is the customer's obligation to meet any associated costs on delivery of the bin.

### Possession and Care of the Bin

- 4.21.14 It is the customer's obligation to provide reasonable care of the bin while it is in their possession.
- 4.21.15 The customer shall be liable for all damage save for fair wear and tear or damaged caused by the wilful or reckless actions of the customer's servants or agents.
- 4.21.16 Should the bin be stolen or removed without authority of Super Safe Express Bin Hire, the customer shall reimburse Super Safe Express Bin Hire for the cost of a replacement bin.

### Use of the Bin

- 4.21.17 The customer may fill the bin with authorised waste only.
- 4.21.18 Authorised waste may be loaded to a level not exceeding the wall height of the bin or maximum allowable weight.
- 4.21.18.a The customer will be responsible for all costs associated with overloaded bins including but not limited to labour hire and additional bin charges
- 4.21.19 The customer must comply with all instructions affixed to the bin
- 4.21.20 The customer is not to place any mattress or tyres into the bin without prior consent of Express Bins.
- 4.21.20.a Additional charges will be incurred for these items.



# HIRE AGREEMENT – TERMS AND CONDITIONS

COMPANY POLICY NUMBER: 4

## 4.21 Express Skip and Waste Bin Hire – Cont'd

### Authority to Dispose of Waste

4.21.20 The customer warrants that he/she is solely entitled to the waste and that no other person has a claim or interest.

4.21.21 Upon collection of the bin, the property in the waste passes to Super Safe Express Bin Hire for disposal at its discretion.

### Additional Fees

4.21.22 The customer shall pay any additional fees and costs arising from delays, additional work are breaches of this agreement which have not resulted from any default of Super Safe Express Bin Hire, its agents or servants; and

4.21.23 All additional fees must be paid within 14 days of the customer receiving a tax invoice.

### Variation to the Agreement

4.21.24 This agreement embodies all provisions agreed by the parties and may only be varied or modified by:

4.21.24.a The parties in writing; or

4.21.24.b By statute as may be requirement to comply with any Acts, Rules or Regulations.

## 4.22 Hire cancellation

4.22.1 All cancellations must be within SSHG normal working hours, Monday to Friday 8.00am to 5.00pm excluding public holidays and must be placed directly with a SSHG staff member, faxed or emailed to the appropriate address.

4.22.2 Messages on any answering machine will not be considered

4.22.3 Orders must be cancelled at least 24 period prior to the hire on a working day

4.22.4 Cancellations on the weekend or inside the 24 hours prior to the hire will be charged in full.

4.22.5 Dunny's R Us Hire may waive the cancellation cost if it sees fit and has not incurred any cost.

4.22.6 Cancellations greater than a 24 hour period prior to the hire will be issued with a credit subject to orders less than \$300.

4.22.7 Orders greater than this amount may be charged handling costs.

4.22.8 These costs are determined by the amount of work completed and are charged out at a rate of \$88 per hour or part thereof