

Australian Temporary Structures - Terms and Conditions of Hire

These conditions of hire apply to all hires by the Company to each Customer unless the Customer is otherwise notified in writing. No variation or cancellation of any of these Conditions of hire will be binding on the Company unless agreed to by a responsible officer of the Company in writing.

1. QUOTATION

Unless otherwise stated in writing the Company's quotation will be valid for a period of up to seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation. Acceptance of the quotation is subject to written confirmation, payment of deposit (non-credit account Customers) purchase order (credit account Customers) and the Company's Terms & Conditions of Hire signed by an authorised person on behalf of the Customer. On commencement of hire without the Customer's written confirmation to such action it shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire.

2. DEPOSIT

A non-refundable deposit of 30% is required to secure a quote.

3. CANCELLATION AND VARIATION OF ORDERS

- i. Any cancellation fee being 30% of the original contract price.
- ii. No variation of an order will result in a reduction of the contract price by more than 10%. Where the Customer seeks to vary an order so that the original contract price would reduce by more than 10%, the Customer agrees to pay 90% of the original contract price regardless of the variation requested, before the goods are dispatched.

4. USE OF EQUIPMENT

All Equipment supplied on hire is the property of the Company and remains so until it is A) Returned to the Company. B) The Customer will be responsible for the Equipment until it is returned to the Company, and C) shall maintain the Equipment in good condition, reasonable wear and tear excepted. The Customer warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event,

and it is the Customer's responsibility to make that judgment on its own behalf.

5. ADDITIONAL EQUIPMENT

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

6. EXTENDED HIRE

The Customer must return all Equipment when it is due back. A continuing hire fee for all Equipment not returned to the Company when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to the Company.

The Customer shall give appropriate notice in writing to the Company if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

7. DELIVERY

The Company makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between the Company and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Where the Customer has taken delivery at the premises of the Company all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of the Company by close of business on the last day of hire, then the Company must be notified immediately.

8. DELIVERY DOCKETS

The Company's Delivery Dockets shall be conclusive evidence of the quantity and identity of the Equipment delivered and as to the date of delivery. The Customer shall be responsible at their own cost for providing a representative

to check the quantity and identity of Equipment delivered and to sign the Company Delivery Docket. The Customer acknowledges and agrees that the Company shall be able to deliver the Equipment whether or not a representative of the Customer is present at the time of delivery.

9. SITE APPROVAL

The Customer shall be responsible for giving any local or other authorities any necessary notice of their intention to erect the Equipment or to have Equipment erected and shall pay all fees in connection therewith. The Customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

10. MISUSE OF EQUIPMENT

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

11. SECURITY

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the hirer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until the Company receives such notification, the hiring charges will continue. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

12. ACCESS TO SITE

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

13. INSURANCE

The Customer shall ensure that all the Equipment is adequately insured under the Customer's All Risks Insurance Policy which shall be available for the Company's inspection on request. The Company will not insure any Equipment. Any insurance policies undertaken are the sole responsibility of the Customer. The Customer bears all risk in relation to the Equipment and its use until the Equipment is safely returned to the Company in good condition.

14. LOSSES AND DAMAGES

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies the Company in respect of all such loss. The Customer must pay on demand to the Company the following amounts;

- i. If the Equipment is lost, the Customer must pay to the Company the current replacement cost of the Equipment;
- ii. If the Equipment is damaged, the Customer must pay for all repairs;
- iii. If no notice is given to the Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees with continue until notice is given or the Equipment is found.

15. NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS

The Company shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by the Company to the Customer are excluded, to the full extent permitted by law. The liability of the Company resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

16. SAFETY

The Company adheres to the law of the relevant Occupational Health and Safety

Acts of A.C.T. & N.S.W. The Customer is to ensure adequate safety measures are adopted when necessary. The Customer will make any inspections to ensure that there are no breaches of safety requirements at the site whether imposed by authority or otherwise; and that all works are performed according to relevant safety codes, standards and manufacturer's specifications; and that there are no alterations or modifications to any Equipment made by any person other than an employee of the Company.

17. ELECTRICAL DAMAGE

Any damage to the Equipment caused by fusion or malfunction of electrical equipment is the Customer's liability and the Customer must take adequate precautions. The Customer will be charged for any repairs required to the damaged equipment.

18. CLEANING

The Equipment must be returned properly cleaned by the Customer. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the Customer to clean the Equipment will incur a charge to the Customer.

19. PAYMENT TERMS

All payments are strictly due as specified on the Company Quotation. For non-account Customers, terms are net cash prior to delivery. For credit account Customers payment must be received within The Company's trading terms, namely 30 days from invoice. Failure to meet the Company's trading terms will result in the supply of further goods to be withheld until such time as the payment is made in full. The Company reserves the right to charge interest up to 10% per month on overdue accounts. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice & all credit facilities will be closed. Any expenses, costs or disbursements incurred by the Company in recovering any outstanding Monies including dishonored cheques, debt collection agency fees and solicitor's costs shall be paid by the Customer. In order to retake possession of the equipment, it shall be lawful for the Company to enter into or upon any premises where the same may be and the Customer hereby agrees to indemnify and to keep indemnified the Company against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by

the Company arising from the Company's entry into or upon any premises in exercise of its rights of repossession.

20. GOODS & SERVICES TAX/STAMP DUTY

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

21. DAMAGE WAIVER

The Customer agrees to pay a damage waiver to the Company to cover the costs associated with normal wear and tear to the Equipment. The damage waiver does not apply to or cover any other damage to or loss of Equipment including, without limitation:

- i. Damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of Equipment;
- ii. Damage or loss due to disappearance of the Equipment;
- iii. Damage caused by the use or operation of Equipment in contravention to any of these Terms;
- iv. Damage to, or, loss of, the Equipment from any unknown cause.

22. GOVERNING LAWS AND VENUE

This Contract will be governed and constructed in accordance with the laws of the state of NSW, the parties submit to the jurisdiction of the Courts of that state for determination of any dispute claim or demand arising out of these Terms & Conditions.

23. INTERPRETATION

"The Company" means Australian Temporary Structures Pty Limited. A.B.N. 68 692 876 366 and includes its servants or Agents. "The Customer" means the person or persons company to whom the Tax Invoice is addressed and shall include their legal representative, administrators, and successors and or permitted assignees. "Equipment" means the items hired by the Customer from the Company from time to time.

I/We, the Customer acknowledge that we have read, understood and agree with the Terms and Conditions of Hire as set out in the above agreement.

Authorised Signature

Date ___/___/___