

## CONDITIONS OF HIRE

1. In these conditions "Owner" means Novocastrian Scaffolding & Access Equipment Pty Ltd, and "Hirer" means 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 their representative the hirer or their 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 carried within three (3) 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. The hirer may not sublet any equipment or transfer any equipment to a separate location without prior written consent from the owner.
5. The hirer shall fully and completely indemnify the owner in respect of all claims by any person whatsoever for injury to person and/or damage to property caused by or in connection with 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 laws.
6. The Owner accepts no responsibility for any drawings, design or specification and submission of such does not constitute and warranty, guarantee, representative or opinion of the practicability of construction or the efficacy, safety or otherwise of equipment to be supplied by the accordance therewith and the owner will not be responsible for such cost of any additional work caused by defects in such drawing, design or specification. In no case shall the owner be liable for any consequential loss or damage caused directly by any defect or otherwise howsoever.
7. The hirer shall be solely responsible for and insure against loss or damage howsoever caused to the equipment.
8. When equipment is returned to owner by the hirers transport, the equipment will be counted in the owner's yard and an off hire number will be 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 the equipment is collected by the owner, it will be checked on arrival in the owner's yard for the only legal proof of the quantity and condition of equipment returned.
9. In all cases the hirer shall be responsible for returning all equipment to the owner.
10. The hirer shall be responsible for all loading equipment when being collected by the owner or his agent. No returns will be accepted on weekends or Public Holidays or after 4.30pm Monday to Friday.
11. Where equipment is to be collected, instructions to the owner to collect the equipment must be confirmed by a telephone call or faxed document to the owner who will issue an "off hire" number.
12. Without prejudice to conditions 15 and 16, 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 of inclement weather or for any reason whatsoever beyond the owners control including strikes, lockouts, cessation of labour, transport delays, Government interference or control or any other cause or contingency.
13. 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 "missing 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.
14. When missing equipment is returned to the owner or recovered and taken back into use by the hire, the hirer shall be entitled to a credit equal to the sum debited in respect thereof as if such equipment has never been missing equipment but had throughout and continuously been in the possession and use of the hirer.
15. In the event of the hirer wishing to purchase any equipment on hire, the price will be at the owner's standard sale prices applicable at the date of invoice, less such discount as may be allowed by the owner. Hire charges will not be taken into account.
16. Hire will be charged in a whole unit of a one (1) week hire period, there after hired by the day. Hire will be charged for the number of whole units inclusive of weekends and public holidays that the equipment is away from the owner's premises. In the event that the hirer retains the equipment for part only of a whole unit, the hirer shall pay the charge for the whole unit.
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. Terms of payment: approved accounts strictly nett are due for settlement 30 days end of month. Where there is no approved account payment terms are strictly C.O.D (Cash on delivery)
19. On the event of payment being 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, Plus interest of 1.5% and additional debt recovery costs will apply to overdue accounts.
20. Where the delivery or collection of equipment is affected 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.

21. The owner retains the right to 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

22. this quotation is accepted on the basis that no retention will be held by you on monies due to Novocastrian Scaffolding & Access Equipment Pty Ltd