

SCAFFOLD PTY

73A Caloundra St Landsborough Q 4550 Mobile: 0418 714 315 Phone: (07) 5494 1184 Email: <u>Admin@suncoastscaffold.com.au</u> Website: www.suncoastscaffold.com.au

## SUNCOAST SCAFFOLD PTY LTD CONDITIONS / TERMS OF HIRE / TRADE

The quoted price will remain firm for a period of 30 days after which time we reserve the right to adjust prices should there be an increase in the cost of labour, materials or overheads.

By accepting your quote you agree to the following terms and conditions

- 1. An official written acceptance confirmation must be provided to enable work to proceed. (No confirmation prior to delivery of materials is deemed to be an acceptance of all Terms of Hire / Trade).
- 2. A minimum of 1 weeks notice will be required prior to the commencement of the job. 72 hours notice is required for any shifts and /or erections and dismantles. All labour to be carried out during normal working hours (Monday to Friday), unless otherwise agreed. After hours rates are as follows: time & ½ for first 2 hours then double time after that (minimum 4 hours) unless otherwise agreed prior to commencement. Refer to condition 3 for hourly rate.
- 3. All labour charges quoted are based on clear access to the job area and any lift and / or crane requirements being available at the nominated time. Any delays incurred will be charged at an hourly rate of \$70.00 per hour per man during normal working hours.
- 4. Any erections, moves, shifts or dismantles carried out in a different order as to that indicated in the quote will be charged at an hourly rate of \$70.00 per hour per man during normal working hours. 1 hour travel applicable to all part day work.
- 5. Our quotation is based upon "Finished Ground Level" measurement, unless otherwise stated. Any variation which occurs on-site could necessitate altering the equipment / labour requirement. Should this situation occur, we reserve the right to charge for any extras applicable, after bringing the matter to the attention of your site supervisor.
- 6. **Day labour dockets** must be signed by the contractor or the foreman on site where applicable.
- 7. The Hirer agrees to pay for all goods lost, stolen, damaged or not returned to the owner, from the time of delivery by the owner or collection by the Hirer, to the time of pick-up by the owner's vehicle or return of the equipment to the owner's premises by the Hirer at current replacement cost.
- 8. 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.
- 9. The Hirer will ensure that only competent persons fully inducted and licenced, erect or alter scaffolds.
- 10. All equipment supplied on hire remains the property of Suncoast Scaffold Pty Ltd.

- 11. The owner doesn't affect any insurance whatsoever on hire equipment. Insurance of all hired equipment is the responsibility of the Hirer.
- 12. The Hirer agrees to pay hiring charges set out in the owner's current rate schedule / quote from the time of delivery to the time of return into the owner's yard (this includes during inclement weather) and to pay dismantling, cartage, cleaning and repair charges determined by the owner.
- 13. In the event of the Hirer's default in payment of charges and/or return of equipment the owner and its agents shall have the right to terminate the hire agreement and to enter the Hirer's premises to recover the equipment, the Hirer agrees to grant access to the owners equipment when called upon to do so.
- 14. Equipment on hire is not to be moved from the job address without the consent in writing of the owner.
- 15. If the Hirer or his agents are not available on site when the goods are delivered or picked up the owner reserves the right to unload or pick up the goods and the Hirer agrees to accept the owners report as to quantities and condition of equipment.
- 16. No warranty is given to Hirer in respect of any equipment hired for its fitness to perform duties, other than that specified in our discussions. The Hirer shall indemnify and keep indemnified the owner in respect of all claims, suits or demands arising out of the use of the hired equipment during the period of hire.

### 17. All Fees incurred in obtaining any Consultancy Work, Approvals, Permits, Engineering Certification Etc. Site Allowance (if any) will be charged additionally, unless stated as inclusive of quote.

- 18. It is the PCBU responsibility to implement control measures for hazards associated with any electrical hazards, including construction of scaffold working within the exclusion zones of overhead powerlines. Refer to Electrical Safety Act 2002 (Section 30) & Electrical Safety Regulation 2013 (Section 11). All controls must be implemented prior to commencement of scaffolding works on site. Suncoast Scaffold will not assume any liability for any costs associated in managing electrical hazards / powerlines.
- 19. Should the project require scaffolding for a time greater than 30 days, we must perform a safety audit every 30 days. The cost of \$75 will be incurred and added to the monthly invoice. If during the audit we believe rectification is required then the client will be liable for the costs at our hourly rate of \$70.00 per hour per man during normal working hours. 1 hour travel applicable to all part day work.

#### 20. Terms of Payment:

a) Payment Due: Full payment is due 7 days from the invoice date (Nett 7 Days) unless 30 day credit application is approved prior to job commencing.
b) Right to Withold Services: If payment is not made, Suncoast Scaffold Pty Ltd can withhold workers and materials until all outstanding payments are settled.
c) Late Payment Fee: If an invoice is unpaid for more than 15 days from due date, a 5% late payment fee will be applied monthly to outstanding amount.

# 21. GST, Stamp Duty and any other Government duties or taxes will be charged as additional to this quote unless stated as inclusive of quote.

#### 22. ALL SCAFFOLD HIRE WILL BE ONE WEEK MINIMUM UNLESS AGREED IN WRITING