

CONDITIONS OF TRADING

SITE SAFETY SPECIALIST PTY LTD TRADING AS SITE SAFETY NSW



1 Interpretation

In these conditions the following terms are defined as follows:

“Owner” means Site Safety NSW a division of Site safety Specialist Pty Ltd ABN 47 099 368 886

“Customer” means the company or person entering to this agreement for Supply and Install.

“Hirer” means the company or person entering to this agreement for Supply/Dry Hirer only.

“Equipment” items hired out by the owner.

“Futile Charge” is a cost associated with circumstances beyond Site Safety NSW control.

This Agreement may be accepted by doing either one or more of the following:

- (a) Signing these terms and conditions; or
- (b) Signing the credit/account application, proposal or quotation issued by Site Safety NSW in which these terms and conditions were attached or referred to; or
- (c) Accepting a quotation or proposal or offering to hire the equipment from Site Safety NSW (whether in writing, via email or other electronic means or orally) after receiving notice of these terms and conditions.

2 Payment

- (a) The Owner shall be entitled to present an invoice in respect of and upon delivery/ customer pickup of the Equipment or any part thereof. Where delivery/customer pickup of the goods or any part thereof is delayed at the Hires request, the owner may at its option present an invoice at any time in respect of all the Equipment notwithstanding any partial or delay delivery/customer pickup.
- (b) The Hirer/Customer agrees to pay the Owners hire and other charges at the time specified, or if not specified then on the delivery/customer pickup date of the invoice.
- (c) In addition to the hire charges specified by the Owner the Hirer/Customer shall pay the Owner the amount of any tax, duty, charge or other expense payable to any government authority in respect of the use of the Equipment.
- (d) Unless otherwise agreed, the hire will commence from the time the Equipment arrives at the destination the Hirer/Customer specified or from the time the Equipment leaves the Owners premises.
- (e) **If payment is not received** in full by the payment due date noted on invoice, we reserve the right to deduct any amounts owing directly from your nominated credit card plus 2% surcharge.
- (f) There is a 2% surcharge on all Credit Card Transactions. Remittances or receipts for all payments are to be sent to accounts@sitesafetynsw.com.au using your Invoice number as the payment reference.
- (g) Any costs related to debt collection services will be added to the outstanding amount owed.
- (h) All prices exclude GST unless stated otherwise.

3 All new and non-account customers

- (a) Customer will be required to pay 100% upfront before installation date, you will have the option to pay this deposit via EFT or Credit Card plus 2% surcharge for credit card.
- (b) It will also be required to supply credit card details, as any over hire invoices will be debited from this card.
- (c) Account applications will need to be submitted and approved to become an account customer. **All accounts are 14 days from invoice date** unless approved otherwise.
- (d) Valid credit card and signed terms and conditions must be provided for account to be active.

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4 Equipment Ownership

- (a) The Equipment shall always remain the property of the Owner and no person shall be entitled to use, dispose of or otherwise deal with the Equipment in any way which is inconsistent with the Owners rights or these conditions.
- (b) An Australian Patent applies to the Equipment consequently the copy or duplication or the supply of Equipment for copy or duplication is ILLEGAL and will be dealt with accordingly.
- (c) The Owner may assign, sub-contract or franchise its rights and obligations under this agreement without notice to the Hirer/ Customer.

5 Personal Property Securities Act arrangement

Acknowledgement of security agreement and security interest The Hirer/Customer acknowledges and agrees that:

- (a) These Terms and Conditions are a security agreement for the purposes of the PPSA.
- (b) The Owner has a security interest in the Equipment and in any present or after acquired property that represents proceeds arising in respect of any dealings with the Equipment; and
- (c) The security interest secures all amounts owing by the Hirer/Customer to the Owner in connection with the hire of the Equipment and all obligations arising under these Terms and Conditions.

6 Loss of or damage to Equipment

- (a) The Hirer/Customer shall immediately notify the Owner if the Equipment is damaged or lost.
- (b) If the damage or loss of the Equipment is caused by theft, vandalism or the negligence, misuse or breach of contract the Hirer/Customer will reimburse the Owner or pay for the cost of the repairs and will remain responsible for hire charges until the Equipment is repaired or replaced.

7 Hirer Only Obligations

Should the Hirer have either expressly or by imputation made known to the Owner or to the person by whom antecedent negotiations were conducted, any particular purpose for which the Equipment is being acquired, the Hirer acknowledges that he or she has not relied, nor would it have been reasonable to have relied on the skill or judgement of the Owner when deciding whether the Equipment was reasonably fit for the purpose.

8 Hirer/Customer Obligations

- (a) Accept full responsibility for the safekeeping of the Equipment.
- (b) Not alter, made addition to deface or erase and identification mark, trademark, trademark or number on the Equipment or in any other manner interfere with the Equipment.
- (c) Not without written consent of the Owner keep or store in the Equipment or on or near any Equipment any volatile spirits or explosive goods which are or may become corrosive or dangerous.
- (d) Pay to the Owner all hire and other charges for which it is liable to the Owner.
- (e) These conditions shall replace and supersede all other terms and conditions of hire.
- (f) A condition of engaging work with Site Safety NSW is that safe and clear access must always be provided. If the job requires an EWP, then it is up to the client (Yourself) to provide this for both installs & dismantles.
- (g) All sites must also have clear access to be able to complete the requested task, if delays are caused due to poor access, then addition charges will be incurred as per clause 16(b).
- (h) If Hirer/Customer requires Insurances and/or SWMS, please request prior to installation date.
- (i) We require notice if a booking is not ready by 12.00pm the working day prior. If we receive notice any later than this a futile charge will incur.
- (j) Comply at its own expense with all municipal, state and federal laws, ordinances and regulations including any occupational health and safety laws which may affect the Equipment while it is in the possession of or use by the Hirer/Customer.

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9 Installation Guidelines

- (a) Any bracketry system required over 4.5 Meters must to be installed from an EWP supplied but Customer, it cannot be installed from a ladder.
- (b) Re Roof high can only be installed on a Roof Pitch of 25 Degrees or less
- (c) On Roof can only be installed on a Roof Pitch of 25 Degrees or less
- (d) Kliplok can only be installed on a roof Pitch of 10 Degrees or less. Upper Over Lower can only be installed on a Roof pitch of 25 Degrees or less and cannot be installed on tiled a Tiled Roof
- (e) All Other Rail Systems can be installed up to a Max roof pitch of 32 Degrees.
- (f) No system can be Installed within 4 Metres of Live power. If entry point to dwelling is Tiger tailed, wrapped and Certified by a level 2 electrician, we can then install within 1 Metre.

10 Pool Fence

- (a) Pool Fence will be charged out at a flat rate of \$105.00 per month, regardless of where in the month the dismantle and off hire occurs.
- (b) Pool Fencing will not under any circumstance be removed before completion of permanent fencing. In the instance we attend site after you proceed to book the dismantle of temporary pool fencing before permanent fencing is installed, you will be charged as per clause 16(b). The temporary fence will be placed back onto monthly hire until the completion of your permanent fencing.

11 Insurance for Dry Hired systems only

- (a) The Hirer at its own expense shall maintain all appropriate policies of insurance.
- (b) For all third party and public liability risks in respect of the hire or use of the Equipment by the Hirer in an amount not less than \$10 million.

12 Release and Indemnity for Dry Hired systems only

The Hirer hereby releases and exonerates the Owner from and agrees to indemnify the Owner in respect of any third party, claims, suits, demands, costs and expenses for damage or injury to person arising directly or indirectly out of the hire or use of the Equipment by the Hirer whether caused by the negligence of the Hirer or any other person, the breakdown, failure, operation, mis-delivery or non-delivery of the Equipment or howsoever.

13 Damage to Property

- (a) Site Safety NSW takes all care when installing our products. Site Safety NSW takes no responsibility for any damage caused to timber fascia, metal fascia and fascia cover during install, dismantle or while system is installed. For some of our system to be safely install it needs to be clamped to fascia/structure and some damage may occur when installing and during use of system by third parties leaning and pulling materials up over rails. Site Safety NSW will not be liable for any cost associated with this damage unless negligence by reason doubt from our installers is proven.
- (b) Due to higher temperatures during the summer months reroof brackets may on occasion stick to painted fascia boards. Accordingly, upon dismantle this may result in small amounts of paintwork being removed from the fascia boards. All efforts will be made to enable this does NOT happen, however if paint is removed Site Safety NSW will not take responsibility the cost associated to repair this.

14 System Tampering

- (a) Any alterations made to Site Safety NSW systems by any unauthorised persons will pass all responsibility to the customer in relation to its (the height safety system structure) disassembly. Site Safety NSW will take no responsibility in relation to any disassembly of any system we believe will compromise employee safety.
- (b) Site Safety NSW will leave all responsibility of disassembly to customer. If Site Safety NSW are requested to return to site to pick up materials a fee will incur.

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15 Stand Down Period

Stand down period on equipment hire will not apply under any circumstances.

16 Miscellaneous

- (a) The quoted price is for the current site only and cannot be moved to another site or building unless it is supply only.
- (b) Additional charge will apply when the installed Safety Equipment requires modification by request of Hire/Customer. This will be charged at \$75.00 per hour per man plus travel costs.
- (c) If for any reason, we attend site and are unable to complete the works booked in, a futile charge will apply.
- (d) Futile charge amount will be determined at time of event.
- (e) Meterage is an approximate and can vary when installation is complete.
- (f) Price quoted is for one installation and one removal only. If extra trips are required, a rate (ref clause 16(b)) will apply.
- (g) Extended hire charges will apply when initial hire period expires.
 - Edge Protection - \$0.50 per lineal metre per day.
 - Platform - \$0.50 per lineal metre per day.
 - Scaffold - \$6 per bay per day.
 - Temporary Fence - \$2.50 per lineal metre per month.
 - Pool Fence - \$105.00 per month flat rate.
- (h) The person signing this agreement for and on behalf of the agrees with the Owner that he or she has the authority to make this agreement on the Hirer/Customer's behalf.

I/we from _____ have read
and agree with the above terms and conditions:

Name: _____

Position: _____

Sign: _____ **Date:** ____/____/____