



HIRE AGREEMENT – TERMS AND CONDITIONS

SFH HIRE POLICY NUMBER: V2

Location: South Australia
Date of Issue: April 2017 (updates in red)
Approved By: JS Colella MD

1. Introduction

SFH - (SFH) is a hire business providing builders and private customers temporary site fencing, temporary pool fencing, temporary site toilets, events/function toilets and corporate/function toilet blocks to the building industry, corporate event holders and private functions.

2. Consumer rights statement

- 2.1 '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.
- 2.2 Your consumer rights include the right to receive services from SFH which are rendered with due care and skill.
- 2.3 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.

3. Ownership

- 3.1 The hirer agrees that the products hired are the sole and absolute property of SFH 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 SFH.
- 3.2 SFH may affix to the products hired, or any part thereof corporate signage indicating ownership of the products hired and promotion of the company.
- 3.3 This signage shall NOT be removed, defaced, obliterated or covered over by the hirer and SFH shall have free access at all times thereto for the purpose of maintaining same.

4. Hire period

- 4.1 The hirer shall pay SFH the complete amount of the contracted rental rate for the initial term agreed upon.
- 4.2 The rental period will be computed from the date upon which SFH completes delivery and/or installation of the products hired, or the client picks up the products hired from SFH and then continuing on until the termination of the hire in accordance with these conditions.
- 4.3 After the expiration of the initial hire period, the rental will be automatically continued on a monthly basis until the hirer notifies SFH that they wish to cease the hire agreement and have the products picked up and removed from their site, or return the products hired.
- 4.4 The hirer may terminate this agreement after the expiration of the initial hire period by giving 48 hours' notice to SFH to have the products picked up from the site they were delivered to and/or by returning the products hired SFH premises

5. Terms of trade

- 5.1 Unless otherwise stated, all prices quoted by SFH 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.
- 5.2 All orders or requests for pick-up/service must be placed directly with a SFH staff member, faxed or emailed to the appropriate address.
- 5.3 Messages left on any answering machine/message bank will not be guaranteed.
- 5.4 All rental and other charges are strictly net and exclusive of GST.
- 5.5 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 SFH 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.
- 5.6 For items sold, all clients must make a prior payment for any products or services provided by SFH 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.
- 5.7 Where goods are paid for by cheque, SFH will not release the goods until such time as the cheque has been cleared into the appropriate bank account.
- 5.8 The hirer agrees to pay SFH the full amount of any judgement recovered against any loss or damage how so ever sustained by SFH caused by, or arising out of, or incidental to the default or neglect of the hire
- 5.9 The hirer shall not be entitled to recover from SFH 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 SFH or any other reason whatsoever.
- 5.10 No indulgence or extension of time for the making of any payment or committing of any act granted by the SFH to the hirer shall affect the strict rights or obligations of the parties under this contract.
- 5.11 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.
- 5.12 In this contract where the context shall admit, the singular shall include the plural and the masculine, feminine and neuter genders.
- 5.13 Where there is more than one hirer and the terms and conditions hereof, shall bind them jointly and severally.
- 5.14 The term "the hire" 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.



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6. Payment using credit card or EFTPOS

- 6.1 When the hirer provides their credit card or EFTPOS details to pay for products hired, these card details remain on file at SFH until such time as the products hired have been returned.
- 6.2 SFH 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
- 6.3 If the products hired remain at the hirer's site in excess the original paid period, SFH will debit the hirer's credit/debit card each week or month until the products hired have been returned.
- 6.4 All damaged or stolen products hired will also be billed to this credit/debit card.
- 6.5 Debits to the hirer's credit/debit card are deducted without notice by SFH.
- 6.6 A copy of invoices and a credit/debit card receipt will be sent in the mail unless directed by hirer.
- 6.7 **Credit Card Payments may incur a surcharge which the customer will be advised of prior to payment**

7. Payment using an approved trading account

- 7.1 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 SFH /Express Bin Hire.
- 7.2 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
- 7.3 If the products hired remain at the hirer's site in excess of the original paid period, SFH will charge the amount owing to the hirer's account each week or month until the products hired have been returned.
- 7.4 All damaged or stolen products hired will also be billed to this account.
- 7.5 Debits to the hirer's account will be done so without notice by SFH.
- 7.6 A copy of invoices and a statement will be sent in the mail unless directed by hirer.

8. Overdue accounts

- 8.1 All overdue accounts will be placed on hold automatically once the account has exceeded the agreed terms of trade Whilst on hold, further trade with an account customer may only be undertaken on cash, funds directly deposited into the Company bank account or approved credit/debit card basis, provided agreement is reached from SFH administration department.
- 8.2 If payment is not received within an agreed period of time then the SFH 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 SFH.
- 8.3 **Invoice's greater than 14 days OVERDUE will incur a 15% p/annum late payment charge from Due Date, (% may change, ref Overdue invoice for updated rate). Other penalties may also be incurred which will be reflected on Overdue invoice.**

9. Delivery/Pick Up

- 9.1 Local Delivery and Pickup is costed into initial job cost, outer metro delivery / pickup will incur extra cost. Hirer will be advised prior.
- 9.2 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.
- 9.3 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 SFH within (7) days of the date of the delivery.
- 9.4 SFH 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.
- 9.5 The hirer shall not be entitled to recover from SFH 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 SFH
- 9.6 If SFH are unable to collect the products hired from the site because the hirer has not given SFH immediate and ready access then at SFH option:
 - 9.6.1 The hirer shall be further liable to pay rent on a monthly basis until SFH have been given immediate and ready access to the products hired by the hirer
 - 9.6.2 SFH shall with such other specialized equipment as may be deemed necessary by SFH, 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 monthly basis until SFH have removed the products hired from site
 - 9.6.3 SFH 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 SFH removing any of the products hired in accordance with the terms of these conditions and the hirer shall indemnify SFH against any claims or actions brought against SFH by any third party in respect of such loss or damage

10. Product maintenance/condition

- 10.1 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
- 10.2 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.
- 10.3 The hirer shall be responsible for any loss or damage to any products hired by SFH whilst at the hirer's site.
- 10.4 If a SFH 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 SFH and to the police and obtain a police report for the theft or damage with a copy of this report forwarded onto SFH within 48 hours of discovery via email to sales@securefencehire.com.au or sent via registered mail.
- 10.5 SFH 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



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opinion of SFH necessary.

10.6 The hirer shall be further liable to pay rental on a monthly basis until the products hired has been repaired and/or replaced.

11. Usage/Compliance

- 11.1 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 SFH.
- 11.2 The hirer shall during the term of the hire use the products hired only in accordance with SFH directions, these conditions and the purpose for which the products hired intended to be used and shall indemnify SFH against any loss occasioned to or damage suffered by SFH or any third party or any action which may be brought by any responsible authority against SFH as a result of the hirer's failure to comply with these conditions.
- 11.3 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.
- 11.4 Should SFH suffer any penalty or loss in respect of any breach or non-observance thereof SFH shall be entitled to recover from the hirer as a debt due and payable any amount expended by SFH in the respect thereof
- 11.5 **If SFH are asked to only drop off our product on site and not install it is the full responsibility of the customer to ensure product is installed and remains fit for purpose**

12. Insurance

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

13. Labour rates

- 13.1 If extra costs are incurred by SFH that are no fault of SFH or are for additional services as requested or required by the hirer, this will be charged back to hirer.
- 13.2 Laborer's including Truck will be charged at an hourly rate during standard business hours – Penalty rates apply for weekend or holiday
- 13.3 Site Inductions, if required, will be charged back to Hirer per person per hour
- 13.4 Any Fence restand or tidy up will be charged back to hirer, this will include travel time to and from site

14. Temporary Site Fencing – Construction Fencing

- 14.1 At the time of placing an order the hirer must inform SFH of their preferred location for the placing of temporary fencing on site.
- 14.2 The preferred location must have a stable flat surface to ensure the fencing is able to stand upright
- 14.3 It is the hirer's responsibility to inform SFH if the fencing is to be erected over any underground services that could possibly be damaged by erection of the fencing, as SFH will accept no liability for any damage if the site has not been marked.
- 14.4 SFH will not take responsibility for any underground services when ground penetration is required for installation.
- 14.5 If a site location is not provided then SFH will attempt to place the fencing towards the front of the property
- 14.6 It is the hirer's responsibility to ensure SFH trucks have clear and safe access to the site to unload or load the products hired
- 14.7 Under no circumstances is the hirer allowed to alter or structurally change SFH fencing components or panels
- 14.8 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 SFH
- 14.9 SFH must be advised by Hirer if they wish to install shade cloth or multiple large banner signs as fence will need to be **Heavily Braced to support wind loading**
- 14.10 The hirer is also liable for any damage to the fencing caused by the attachment of these items
- 14.11 If fencing is pushed or falls over for some reason, which is deemed to be of no fault of SFH initial installation and SFH is requested to go to site to re-stand or alter fencing then a service charge will be passed onto the hirer
- 14.12 If a part pick up or delivery of additional fencing is required then a part pick up or extra delivery charge may be incurred
- 14.13 Whilst SFH temporary fencing is on site - the hirer is liable for:
 - 14.13.1 Ensuring fence installation and bracing is maintained and kept standing in the location it was erected by SFH.
 - 14.13.2 The cost of repairing any damage to the fencing
 - 14.13.3 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
 - 14.13.4 The cost of replacing if lost or stolen any fencing panels or any accessory of the fencing.
- 14.14 If any damage or loss occurs the hirer must pay to SFH , or SFH 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 SFH assessment of the loss, and damage, and if applicable, the repair of the fencing.
- 14.15 If a SFH 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 SFH and to the police and obtain a police report for the theft or damage with a copy of this report forwarded onto SFH within 48 hours of discovery.
- 14.16 For the purpose of calculating costs of repairs SFH will add the Recovery Costs to the amount of costs of damage and repair to the fencing.
- 14.17 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the fencing,
 - 14.17.1 Any appraisal fees
 - 14.17.2 Any transport, storage and recovery costs; and
 - 14.17.3 An administrative fee reflecting the cost of making arrangements for repairs, transport and other admin activities.

15. Temporary Pool Fencing – (TPF)

- 15.1 At the time of placing an order the hirer must inform SA Temporary Pool Fencing (SATPF) of their preferred location for the placing of TPF and or gates on site.
- 15.2 The preferred location must have a stable flat surface to ensure the fencing is able to stand upright and also not result in large undulating gaps under lower fencing rail to enable 100mm max gap to be met
- 15.3 Any levelling of ground will need to be carried out by Hirer prior and will not be carried out by SATPF, ground to be level prior to



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SATPF arriving to install TPF

- 15.4 If a TPF location is not provided then SATPF will place the fencing in a manner to provide safety barrier around pool
Gates are checked by SATPF installer to ensure self-latching / self-closing. Hirer / Site Owner is responsible to ensure gates still self-close / self-latch
- 15.5 TPF is installed by trained installers to create a safety barrier around pool, if fence is dismantled by others to carry out works on site it is up to Hirer / Site Owner to ensure safety barrier is re installed in same manner found to create legal safety barrier.
- 15.6 TPF is installed to same specifications as permanent pool fencing and these standards can be found on our company website. It is the Hirer's / Site Owners responsibility to familiarize themselves with these specifications.
- 15.7 Once SATPF installer has left the site it is up to the Hirer / Site Owner to ensure TPF remains in place and installed to create a legal safety barrier. SATPF will not be held liable.
- 15.8 SATPF will, if requested, revisit site to re-erect TPF, cost incurred will be charged back to person making request.
- 15.9 It is the hirer's responsibility to ensure SATPF trucks have clear and safe access to the site to unload or load the products hired
- 15.10 Under no circumstances is the hirer allowed to alter or structurally change SATPF fencing components or panels
- 15.11 Other than SATPF signage no other materials are to be attached to TPF
- 15.12 The hirer is also liable for any damage to the fencing caused by the attachment of these items
- 15.13 If fencing is pushed or falls over for some reason, which is deemed to be of no fault of SATPF initial installation and SATPF is requested to go to site to re-stand or alter fencing then a service charge will be passed onto the hirer
- 15.14 If a part pick up or delivery of additional fencing is required then a part pick up or extra delivery charge may be incurred
- 15.15 Whilst SATPF temporary fencing is on site - the hirer / site owner is liable for:
 - 15.15.1 Ensuring fencing is maintained and kept standing in the location it was erected by SATPF.
 - 15.15.2 The cost of repairing any damage to the fencing
 - 15.15.3 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
 - 15.15.4 The cost of replacing if lost or stolen any fencing panels or any accessory of the fencing.
- 15.16 If any damage or loss occurs the hirer must pay to SATPF , or SATPF 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 SATPF assessment of the loss, and damage, and if applicable, the repair of the fencing.
- 15.17 If a SATPF product is stolen or maliciously damaged whilst at the hirer's site, it is the responsibility of the hirer / site owner to immediately report the incident to SATPF and to the police and obtain a police report for the theft or damage with a copy of this report forwarded onto SATPF within 48 hours of discovery.
- 15.18 For the purpose of calculating costs of repairs SATPF will add the Recovery Costs to the amount of costs of damage and repair to the fencing.
- 15.19 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the fencing
 - 15.19.1 Any appraisal fees
 - 15.19.2 Any transport, storage and recovery costs; and
 - 15.19.3 An administrative fee reflecting the cost of making arrangements for repairs, transport and other admin activities
- 15.20 **IF SATPF are asked by person on site to only drop off fencing and not install, that person takes full responsibility to ensure fence is installed to create a legal safety barrier.**
- 15.21 **SATPF will not be held liable for any damage caused by our product to other property while being handled by others or due to improper installation of our product by others.**

16. Builders or function toilet hire

- 16.1 All toilets are cleaned before dispatch and appropriate chemical in the waste holding tank.
- 16.2 It is usual practice to fill the freshwater tank to capacity prior to shipping (unless specified otherwise) as part of the Preparation.
- 16.3 At the time of placing an order the hirer must inform SFH of their preferred location for the placing of a toilet on site.
- 16.4 It is the hirer's responsibility to ensure SFH trucks have clear and safe access to the site to unload or load the products hired
- 16.5 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.
- 16.6 If a site location is not provided then SFH will attempt to place the toilet towards the front of the property and on the opposite side of the driveway or as close as possible to the center of the block
- 16.7 Whilst a builders or function toilet is on site - the hirer is liable for:
 - 16.7.1 The cost of repairing any damage to the toilet
 - 16.7.2 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
 - 16.7.3 The cost of replacing if lost or stolen any accessory of the toilet.
- 16.8 If any damage occurs the hirer must pay to SFH , or SFH 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 SFH assessment of the loss, and damage, and if applicable, the repair of the toilet.
- 16.9 For the purpose of calculating costs of repairs SFH will add the Recovery Costs to the amount of costs of damage and repair to the toilet.
- 16.10 For the purpose of this clause 'Recovery Costs' means in relation to the loss of or damage to the toilet or products hired
 - 16.10.1 Any appraisal fees
 - 16.10.2 Any transport, storage and recovery costs; and
 - 16.10.3 An administrative fee reflecting the cost of making arrangements for repairs, transport and other admin activities

17. Toilet pump and clean service

- 17.1 SFH and/or its agents are only licensed 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.
Fortnightly/Monthly - Servicing Conditions
- 17.2. Scheduling for the pump and clean will be organised between SFH and the hirer
- 17.3 SFH will ensure the pump and clean is done within reasonable time frame of the scheduled time according to their schedule
- 17.4 It is the responsibility of the hirer to ensure SFH pump truck has clear access to the toilet to be pumped and cleaned.
- 17.5 If clear access is not available to the site the SFH 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



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- 17.6 It is the responsibility of the hirer to ensure SFH pump truck has clear access to the toilet or septic tank to be pumped and cleaned.
- 17.7 If clear access is not available to the site the SFH truck will bypass the pump and clean and return at a later date when access is available and a further fee will be applied.

18. Hire cancellation

- 18.1 All cancellations must be within SFH normal working hours, Monday to Friday 8.00am to 5.00pm excluding public holidays and must be placed directly with a SFH staff member
- 18.2 Messages on any answering machine/message bank will not be guaranteed.

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