



Residential Scaffold

**TERMS AND CONDITIONS OF QUOTATION FOR
RESIDENTIAL SCAFFOLD AUSTRALIA P/L ABN 94 159 334 979**

This Quotation ("the Quotation") is subject to the following conditions which:-

Shall apply to any Contract resulting from the acceptance of this Quotation by the Customer, unless expressly waived by Residential Scaffold Australia P/L (hereinafter referred to as RS) in writing;

Shall override all inconsistent provisions in tender documents, specifications, orders, acceptances, contracts and agreements;

Shall be expressly embodied in or shall be deemed to be embodied in all contracts or agreements, formal or informal, express or implied, made pursuant to this Quotation.

GENERAL CLAUSES

INTERPRETATION CLAUSES

"Customer" means the person, firm, company, trust or entity to whom this Quotation is made and includes any person, firm, company, or entity acting in the capacity of agent, trustee or director of the Customer.

"Goods" includes all relevant documentation and all equipment supplied by RS on hire and where applicable all other Goods sold by RS.

"Guarantor" means those persons who execute the Application for Commercial Credit with RSA as Guarantors.

"RS" means Residential Scaffold Australia P/L ACN 159 334 979, incorporated in Queensland, its servants and any subsidiary or duly appointed agent.

"The Contract" means the agreement between RS and the Customer upon the terms and conditions set out in the Quotation, which comes into existence by the operation of the terms of the Quotation.

"The Contract Sum" means the amount stipulated in the Quotation for which RS has agreed to provide the Goods.

"The Site" means the land or place at which the Goods are to be delivered and/or erected.

A reference to "RS" or "Customer" includes the party's successors and permitted assigns and where more than one person is a party to this Agreement the obligations implied or contained bind them jointly or severally.

VARIATION

Any terms that the Customer may present which purport to vary these Terms and Conditions shall not be effective unless specific written consent of a Director of RS, or his or her authorised delegate. Further, these Terms and Conditions may only be varied by specific written consent of a Director of RS or his or her authorised delegate.

CHOICE OF LAW

The Quotation and the Contract shall be governed by and construed in accordance with the law of QLD, irrespective of where the Contract was made. Each of the parties to the Quotation and the Contract submit to the exclusive jurisdiction of the Brisbane Registries of the Queensland Courts.

THE QUOTATION

QUOTATION VALID FOR 30 DAYS

The Quotation shall remain current for a period of thirty (30) days, unless specified otherwise in the Quotation. At any time prior to acceptance of the Quotation by the Customer, RS may withdraw, vary or extend the Quotation.

BASIS OF QUOTATION

Prices quoted for the Goods are subject to variation by RS after the expiration of any time limit imposed in Quotations supplied by RS. Further prices may be varied by RS, if a significant error of fact can be shown in the original Quotation. The Transport Charges provided for in the Quotation are based on full loads. The Customer shall request any additional work that is to be carried out and is not included in the Quotation either verbally or by written Site Instruction or Order, which is to be signed by the Customer or the Builder. The Builder warrants that it has authority

to sign such Site Instruction or Order on behalf of the Customer, as its agent. Any additional/variation labour supplied at your request shall be provided at the rate specified in the Quotation or the current rate from time to time with a full hour minimum charge per worker and it is agreed that the Customer shall be liable for and shall pay RS for all time spent on site attending to variation, together with travel time spent by RS travelling to and from the site to attend to such variation. The Quotation is based on the works performed during normal working hours during a normal working week. If requested by the Customer and agreed to by RS, RS shall perform work outside the normal working hours in which case extra costs shall be added to the Contract Sum.

CONDITIONS OF QUOTATION

The Quotation is subject to a site inspection by RS and any other conditions that RS shall impose. The Quotation is made by RS subject to the availability of labour and materials at the time the Customer accepts the Quotation. In the event that RS is unable to secure labour and materials, RS may terminate the Contract and shall not be liable to the Customer for any loss or damage caused by such termination.

NO WARRANTY

Drawings, dimensions, weights, capacities, specifications and performances given or included by RS, including those given in its Quotation, are approximate only and no warranty is expressed or may be implied by the provision of them and the Customer undertakes to check all such drawings, dimensions, weights, capacities, specifications and performances to ensure that they are correct for the Customer's purposes. All Goods are supplied on the express condition that the Goods will be used in accordance with any provided layout drawings, load tables, specifications or published product information brochures.

ACCEPTANCE

ACCEPTANCE OF THE QUOTATION BY THE CUSTOMER

At any time while the Quotation is current, the Customer may accept the Quotation. Where the Customer accepts the Quotation in writing, upon receipt of such written acceptance by RS, a Contract shall come into existence between RS and the Customer on the Terms and Conditions of this Quotation. If the terms of the acceptance are inconsistent with the conditions of this Quotation, the acceptance shall constitute a counter-offer and shall not be binding on RS, unless RS expressly accepts the same in writing.

ACCEPTANCE OF THE QUOTATION BY THE CUSTOMER TO BE IMPLIED BY DELIVERY OF THE GOODS

Notwithstanding that written acceptance of this Quotation may not have been received during the time that this Quotation is current, should the Goods be supplied and delivered at the request (oral or otherwise) of the Customer then a Contract shall come into existence between RS and the Customer subject to the conditions of this Quotation.

THE HIRE PERIOD

COMMENCEMENT AND COMPLETION OF HIRE TERM

Hire charges will commence from the agreed date of despatch and the completion of hire will be at the end of the agreed hire term providing Goods are ready to be picked up and returned as per agreement. Longer hire to be charged at the daily rate as provided in the Quotation.

SITE ACCESS AND FOUNDATIONS

The Customer shall ensure that:-the Site is cleared and ready for erection of the Goods before RS is asked to commence erection and sufficient space is available to both deliver the scaffold equipment and construct; the foundations and/or ground upon which the Owner is to erect are sufficiently firm and otherwise suitable to safely support the Goods and equipment and the load to be put on it without subsidence; and, all electrical wiring within 3 metres of the Goods is covered, at all times.

The Customer shall be liable for and shall indemnify the Owner for any loss, cost or damages incurred by the Owner arising out of the Supplier's failure to observe these obligations.

SUPPLY/CONDITIONS PRECEDENT - REQUIREMENT FOR A GUARANTEE

Should RS deem it necessary to request a Guarantee in relation to the supply of the Goods, RS may withhold the supply until the necessary Guarantee has been effected.

OWNERSHIP

All documentation supplied by RS shall remain the property of RS and no part of any such documentation including tender documents are to be divulged to another party or parties without the prior written consent of RS. The copyright in all drawings and data prepared and compiled by RS shall remain in RS and the Customer shall not have right or license to use such drawings or data without the express written consent of RS.

RESPONSIBILITIES OF THE CUSTOMER / REPRESENTATIONS

RS is entitled to rely on the representations and actions of the Customer's employees and/or agents as being binding on the Customer.

RISK

All Goods shall be at the risk of the Customer during the Hire Period and the Customer has the responsibility to keep the Goods insured from the time at which risk passes to the Customer.

ERECTION OF GOODS

If RS is requested to erect the Goods for the Customer such erection will be deemed to commence after commencement of the delivery of the Goods. The Customer shall be responsible for the Goods despite the Owner having erected it. The Customer shall be responsible for obtaining any necessary consent to erect Goods.

DAMAGES

The Customer shall notify RS within 48 hours of any damage caused to the Site by RS or its contractors or employees. RS will not accept responsibility for any damages if not notified within this time frame.

STATUTORY REQUIREMENTS

Any notices, licences, authorities and/or fees required by any Government or other authority for the use and/or erection of any Goods supplied by RS, at the Customer's request, will be applied for and be the responsibility of the Customer provided that RS may at its discretion apply for and pay for any such notices, licences, authorities and/or fees as required and pass such costs on to the Customer.

The Customer is responsible for any Federal or State taxes, charges or levies payable in respect of the hire and/or sale. Any requests for exemption, within the relevant framework of the legislation which applies, must be made in writing to RS. These charges will be in addition to the Quotation, unless it is specifically stated that they are included.

OCCUPATIONAL HEALTH AND SAFETY

The Customer shall use the Goods solely for the purpose for which the Goods are supplied and in accordance with any limitations on the use of the Goods arising from any legislation or the requirements of any local regulatory authority.

The Customer shall ensure that the Goods are erected and dismantled by suitably qualified persons. A suitably qualified person shall be the holder of any certificate of competence or licence that may be required by any legislation or local regulatory authority for purpose of the erection or dismantling of the Goods.

All safety information provided by RS will be conveyed by the Customer to all persons responsible for the installation, utilisation or dismantling of the Goods.

The Customer shall attach and maintain all safety signs supplied with the Goods in prominent positions on the Goods or in such other positions as are necessary to bring the signs to the attention of any users of the Goods.

The Customer shall at all times comply with any relevant legislation creating occupational health and safety requirements in connection with the use of the Goods.

The Customer shall have a competent person inspect the Goods daily before use and at least once during 30 days and as per Scaffold Code of Practice so as to ensure the Goods comply with all occupational health and safety requirements.

The Customer shall contact RS if the Customer requires RS to carry out an inspection of the scaffold as outlined in previous paragraph.

OBLIGATIONS OF THE CUSTOMER

In addition to and without derogating from the generality of the preceding terms where the Goods are hired out by RS to the Customer, the Customer is granted a licence to use the Goods on the following further terms and conditions:-

RETURN OF GOODS

The Customer shall return all Goods to the Owner. The Goods must be returned to RS in a condition at least equal to when they were despatched from RS's depot, fair wear and tear excepted, the assessment of which condition shall be made solely by RS. The Customer will be responsible for the cost of any damages.

CUSTOMER NOT TO ERECT GOODS AS FIXTURE

The Customer shall not erect any of the Goods in such a manner as to make it a fixture to land.

REPLACEMENT OF LOST OR DAMAGED GOODS

At the end of any period of hire, the Customer will be responsible for replacing all lost or damaged Goods at RS's ruling list prices at the time of replacement or repair, in addition to hire charges already rendered.

CUSTOMER MUST NOT SUBLET OR ASSIGN GOODS

The Customer must not sell, assume, mortgage, pledge, underlet, lend sublet, assign or otherwise deal with the Goods or any interest in the Goods or remove them from the Site or location to which they were first delivered, without the prior written permission of RS, which permission will not be unreasonably withheld subject to a separate contract of hire being entered into by the proposed assignee or sublessee.

CUSTOMER TO ALLOW RS RIGHT OF ACCESS

The Customer undertakes that RS has the right of access; at all reasonable times to any Site, building or location where the Goods are in use or are stored for the purposes of inspection or removal or for any purpose connected with the execution of this Contract.

CUSTOMER TO MAINTAIN GOODS

The Customer shall maintain the Goods throughout the term of the hire period. The Customer shall not remove, deface or cover up any plates or marks on the Goods indicating ownership. The Customer should not tamper with, damage or part with possession of the Goods.

CUSTOMER TO NOTIFY RS OF FAILURE OR BREAKDOWN

The Customer shall notify RS within 24 hours of the failure or breakdown of any of the Goods, including situations where negligent use of the Goods by the Customer has led to the failure.

CUSTOMER NOT TO REPAIR GOODS

The Customer shall not attempt to repair the Goods without the prior written approval of RS.

NOTICE BY CUSTOMER OF COLLECTION

The Customer shall provide its request to RS to collect the Goods at least two days before collection shall be required.

CUSTOMER TO MAKE PROVISION FOR SCAFFOLD TIES

The Customer shall make provision for scaffold ties at the required locations.

MOVEMENT OF SCAFFOLD

The Customer shall only allow qualified scaffolders to move, alter or repair the Scaffold. If a third party is used for such operations, then the Customer shall notify RS of the extent of the alterations. In the event that the Customer allows an unqualified person to move, alter or repair the Scaffold, the Customer must pay to RS any costs incurred by RS in rectifying any defective work carried out by such unauthorised persons. The Customer shall pay RS for any additional labour supplied provided at the rate specified in the Quotation or the current rate from time to time with a 4 hour minimum charge.

FACILITIES AMENITIES

Unless otherwise stipulated, the Customer shall provide all facilities and amenities required by RS for the execution of the works, including but not limited to:- accommodation for storing and protecting Goods, materials and plant; free use of water, electricity and sanitary accommodation; and, such other facilities as may be required by RS.

INDEMNITY

The Customer will indemnify and keep RS indemnified against all liability however incurred by the Owner arising from its entry upon any premises in exercise of its rights.

CONCLUSION OF THE HIRE PERIOD/RETURN OF GOODS

Upon return of the Goods to RS the Customer may provide a representative to check that the quantity of Goods so returned and the time of return is as stated on the return docket. Where no representative is provided the return docket shall be conclusive evidence as to such matters.

Hiring shall continue until all Goods are received by RS or until such time as the Customer notifies that the Goods are lost. The day of hiring and the day of return will both be charged as whole days. No allowance will be made for holiday periods or inclement weather or any other reason beyond the Owner's control including, but not limited to, strikes, lock-outs, transport delays and/or Government interference or control.

PAYMENT FOR SERVICES/TIME FOR PAYMENT

The Customer shall make payment to RS within the nominated credit terms (7, 14 or 30 days), by RS, from the date of each invoice, unless otherwise agreed in writing between RS and the Customer. **All new accounts will be 7 day trading terms unless agreed in writing by RS Management. Based upon trading terms 7 days can extend to 14 days and then 30 days depending on the volume of trading with RS. Half of the quoted price may be requested to be paid prior to delivery of Goods.** Should payment be in arrears then RS reserves the right to:-

Refuse to dismantle scaffold until the outstanding account is paid;

Terminate any hire or sale and purchase agreement without notice and collect the Goods from any Site or location. Goods which are unable to be moved for whatever reason will remain on Site or in location until RS, at its discretion, determines the Goods may be removed safely. During the period between termination and return to RS's depot the Goods shall be charged to the Customer at 125% of the pre-existing weekly hire rate which rate is acknowledged by the Customer, represents a fair and reasonable assessment of the damages and losses suffered by RS;

Recover all costs associated with the exercise of collection of material referred to in sub-clause (a);

Recover all costs associated with the collection of overdue amounts including, but not limited to:-

all reasonable legal fees which are to be calculated on a solicitor/client basis;

agency commissions;

all reasonable disbursements;

RS's own internal costs, together with the original debt; and

interest charges of 2% per month on any overdue balance at the end of a month.

OTHER TAXES AND CHARGES

RS shall charge GST of 10% on all invoices. All prices in the Quotation are exclusive of hire duty and GST.

TITLE IN GOODS / DEFAULT BY CUSTOMER

The parties agree that the Goods delivered by RS to the Customer and whether erected by RS shall at all times remain the property of RS and are not transferred to the Customer at all. If:-

the Customer defaults in payment of any invoice by the due date; or

in the event that the Customer is an individual, the Customer becomes Bankrupt or calls a meeting of creditors; or

in the event that the Customer is a company or trust, the Customer goes into administration, receivership or liquidation (provisional, voluntary or otherwise); or

enters into a Scheme of Arrangement with its creditors; or

a secured creditor enters into possession of assets and/or undertakings of the Customer, directly or by appointment of an Agent,

the Customer shall forthwith return the Goods in good order and condition to RS.

If the Customer fails to return the Goods to RS in accordance with this clause, RS, by its servants or agents, shall without prior notice be entitled to enter on or into any land or premises in the occupation of the Customer where the Goods may be or are believed, by RS, to be and to retake possession of such Goods.

All costs, expenses and losses incurred by RS retaking possession or intending to retake possession of such Goods including cartage, freight and insurance both to and from RS's premises shall be borne and paid by the Customer and may be added to the amount of any other monies then due and owing to RS by the Customer and shall bear interest as hereinbefore provided.

The Customer shall indemnify and hold indemnified RS, its servants or agents from all claims whatsoever and howsoever arising from the retaking of the possession of such Goods and the Customer shall forfeit

all monies paid hereunder.

CHARGE

The Customer and (where applicable) the Guarantor accept that as an essential condition of the term of this Contract it hereby charges all of its real property, present and future wheresoever situate with the amount of its indebtedness to RS from time to time.

PRIVACY ACT

Please also refer to our Privacy Policy as per our website and attachment to this document.

The Customer signing the Customer's obligations under the Contract acknowledge that under the Privacy Act 1988 (Cth) RS may give to a credit reporting agency and other commercial entities personal information about the Customer including the information in the Contract and the Customer's obligations under the Contract and any other information about the Customer's credit arrangements with RS. The Customer agrees that under the Privacy Act 1988 (Cth) RS may seek and obtain from a credit reporting agency or other commercial entities a credit report containing personal information about the Customer until the commercial credit account to which the Contract relates ceases to exist, in order to:

(a) assess the Customer's application for and the continuation of credit;

(b) assess whether to accept the Customer's obligations under the Contract; or

(c) collect overdue payments in respect of commercial credit provided to the Customer.

In accordance with the Privacy Act 1988 (Cth), the Customer agrees that RS may give information to and get information from all credit providers and trade referees named in the Contract about the Customer's credit arrangements or a credit report issued by a credit reporting agency. The Customer understands and agrees that this can include any information about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988 (Cth). The Customer understands and agrees that the information may be used for the following purposes:

(a) to assess an application by the Customer for credit;

(b) to assess whether to accept the Customer's obligations under the Contract;

(c) to assist the Customer to avoid defaulting on the Customer's obligations under the Contract;

(d) to tell other credit providers about a default by the Customer; and

(e) to assess the Customer's creditworthiness.

LIABILITY/EXCLUSION OF LIABILITY

RS shall not in any way be liable for any loss or damage suffered as a result of any delay or failure to effect delivery of Goods.

LIMITATION OF LIABILITY

Subject to any terms, conditions, warranties and indemnities implied by law which by law cannot be excluded, restricted or modified, RS shall not be liable for any loss or damage of any kind whatsoever (including injury or death to persons or loss or damage to property) and whether suffered or incurred by the Customer or a third person or persons where such loss or damage arises directly or indirectly from the Goods or any information or assistance or other services supplied by RS including, without limiting the generality of the foregoing, any financial loss or damage. The Customer shall indemnify and keep indemnified RS from all losses, claims, actions, demands, proceedings, damages, costs, charges and expenses in respect of or in relation to the death of or injury to or illness of any person or persons or loss of or damage to property caused by or in connection with or arising out of the use of the Goods, information, assistance or other services or in the employment of any persons in connection therewith. This includes consequential damages or losses.

GUARANTEE/GUARANTEE PROVISIONS

In consideration of RS entering into the Contract at the request of the Guarantor, the Guarantor hereby guarantees the payment of all monies due from time to time to RS from the Customer under the Contract.

The liability under this guarantee is not affected by the insolvency, liquidation or winding up of the Customer or any change in its constitution.

This is a continuing guarantee which will have effect until all amounts payable by the Customer from time to time to RS under the Contract are paid in full. Where two or more persons are named as Guarantors, the guarantee is joint and several.

Where more than one person is noted as a Guarantor on this Agreement, then any party who signs this Agreement is bound by that guarantee, even if any other person named as a Guarantor does not sign this Agreement.

Both parties agree a faxed, email or photocopy of this Credit Application will be a legal binding document.

PERSONAL PROPERTY SECURITY ACT:

For the purpose of this clause and other relevant clauses in this agreement "PPSA" means the Personal Property Securities Act 2009 and the expressions "accession", "collateral", "financing statement", "financing change statement", "security agreement", "security interest", "perfected security interest" and "verification statement" have the meanings given to them under, or in the context of the PPSA.

- (a) If requested by RS the Customer must immediately sign any documents provide all necessary information and do anything else required by RS to ensure that any potential security interest created in favour of RS is a perfected security interest.
- (b) The Customer must not enter into any security agreement that permits any other person to have or to register any security interest in respect of the scaffold equipment or grant any other security interest in favour of any party until RS has perfected any security interest that may be created under this agreement.
- (c) The Customer must not do or permit anything to be done that may result in the said security interest granted to RS ranking in priority behind any other security interest.
- (d) To the fullest extent permitted by the PPSA the Customer agrees to contract out of the application of sections 95, 96, 117, 118, 120, 121(4), 125, 126(2), 129(2), 129(3), 130, 132(3)(d), 132(4), 135, 142 or 143 of the PPSA which sections (or parts of sections) shall not apply.

PRIVACY POLICY

This Statement is our privacy policy and sets out what information we collect and how we manage, use, disclose and store your personal information, as well as how you can contact us and get access to your information. Our Privacy Policy applies to all your dealings with us whether in person, by telephone, mail or our internet website.

How we collect your information:

We collect your information from our hire agreements, our credit forms and the information you provide to us. We also collect personal information from credit reporting agencies and from searches we conduct, including the PPS Register. Other ways we collect your personal information may be through dealing with you over the telephone, your emails to us, you creating an account with us or purchasing a product or service from us. We will only collect your personal information to the extent necessary to provide you with the product or service you require. The information we collect will include, but not be limited to, records of all correspondence and online communications with you and telephone and personal conversations with you.

How we use your information:

We endeavour to use the personal information you provide only for purposes consistent with the reason you provided it. The information collected from you may also be required for business purposes which include:

- Verifying your identity
- Responding to your enquiries or requests
- Conducting appropriate checks for credit - worthiness
- Providing you with the equipment you wish to hire, and other products and services;
- Provide your with information about those products and services;
- To help us to identify other products and services that might be beneficial to you, and to inform you about them and other items of interest.
- To provide you with better customer service;
- Internal accounting and administration
- To protect us and you from fraud
- Setting up an account;
- To charge and bill you for our products and services to collect any amounts you may owe to us

The above is not an exhaustive list and we assume we have your consent to use your personal information for the above purposes unless you advise us not to.

Disclosure of your information to third parties

We will not provide any unrelated party (including any overseas recipients) with any personal information we have collected about you unless:

- (a) We believe in good faith that you have consents to the disclosure;
- (b) Sharing is required or permitted by law;
- (c) You are in default of your agreement with us in which case we would disclose your details to our legal advisers, debt collection agencies, credit reference bodies or industry associations.
- (d) We are required to provide your information to an external contractor such as an accountant or auditor, our lawyers or our insurers.

How we store your personal information

Your information may, at our sole discretion, be stored in a number of different ways including, but not limited to hard copies and electronic form. We endeavour to take all reasonable care to ensure that your personal information is stored and protected from loss, misuse or alteration. We also have appropriate technical, administrative and physical procedure to protect your personal information as well as complying with Information Security Standards, Industry Schemes and Statutory obligations.

Contacting Us

If you wish to obtain more information about our privacy policies and procedures or obtain access to your personal information please telephone our office.

If you wish to complain that we have breached any of the Australian Privacy Principles that bind us, you may do so by writing to our office. We will subsequently investigate your complaint and will respond to you in writing within a reasonable time. If you remain dissatisfied after you have received our response you may complain to the Australian Information Commissioner.