

## TERMS & CONDITIONS

### 1 Glossary

#### 1. In these Terms & Conditions:

- (a) **Fencefast:** means Fencefast Australia Pty Ltd A.C.N 131 592 357 and its staff.
- (b) **Equipment:** means the material (Temporary Fence Panel, Temporary Fence Foot, Support Stay, Bracket incl. Nut and Bolt, Signage, Chains and Padlocks, Shadecloth), owned by Fencefast and hired to the Hirer and are subject to these Terms & Conditions.
- (c) **Hirer:** means any person (over the age of 18), company or other legal entity hiring the Equipment from Fencefast.
- (d) **Rates:** means:
- (i) the hire rates quoted by Fencefast to the Hirer from time to time and;
- (ii) sale amounts, should the Hirer wish to purchase any of Fencefast Equipment. Sale amount are listed in 8.1 under Cost to replace Damaged or Lost Equipment Policy
- (e) **Delivery or Delivered:** means the Equipment has been transported to a location as requested by the Hirer and agreed to by Fencefast.
- (f) **Contract:** means any arrangements relating to Rates agreed to by the Hirer and Fencefast.

### 2 Equipment

2.1 the Equipment remains the property of Fencefast at all times.

2.2 The Hirer must never do anything in any way or form whatsoever which may lead any person to think the Equipment is not the property of Fencefast. Should a third party taken possession of any of the Equipment for any reason at all, the Hirer authorises Fencefast to take any necessary actions it sees appropriate to recover the Equipment at the cost of the Hirer.

3 Hirer's responsibilities for Accepting and using the Equipment ordered

3.1 The Hirer is responsible to acknowledge and verify that it has received the

Equipment in good condition in the quantity ordered and has done so by accepting the order.

3.2 The Hirer must ensure that the Equipment is only used in a safe manner and for its intended purpose.

3.3 The Hirer must not deliberately damage or mistreat or allow Equipment to be deliberately damaged, or mistreated.

3.4 If any loss, theft or damage to the Equipment occurs, whether the Hirer was responsible or not, the Hirer must immediately notify Fencefast and provide a full detailed list of the loss, theft or damage, and if demanded by Fencefast, pay Fencefast the cost of replacement or repair of Equipment in accordance with Fencefast's Cost Replace Damaged & Lost Equipment Policy as listed below in 8.1

### 4 Hirer's Warranties

4.1 Any person signing any document on behalf of the Hirer must be over 18 years old and;

(a) Warrants that they have the authority of the Hirer to contract with Fencefast on the Hirer's behalf.

(b) Warrants that they have been authorised by the Hirer to bind the Hirer to hire the Equipment under these Terms & Conditions.

(c) Agrees to indemnify Fencefast against all losses, costs and claims incurred by Fencefast if that person or persons do not have that authority.

4.2 If there is any variation to

(a) any of the information supplied by the Hirer to Fencefast including in any account application, or

(b) in the legal structure or management of the Hirer, including (but not limited to) change in directors or senior management or change in partnership or conversion to or from a company or to or from a trust, the Hirer must notify Fencefast in writing within seven (7) days providing details of that change.

4.3 Unless notice of variation or change is given and confirmed in writing by Fencefast that such information has been received and the changes have been agreed by Fencefast the original Hirer and guarantors on the account application will remain liable to Fencefast as though any goods or services supplied by Fencefast were supplied to the original Hirer.

### 5 Liabilities and Indemnities

5.1 The Hirer is liable for all damages or loss (including consequential loss) whether caused by the Hirer or any other third party, arising directly or indirectly out of the use of the Equipment by or on behalf of the Hirer.

5.2 The Hirer releases Fencefast from all liability for any loss or damage it may suffer or arising out of the use of the Equipment, however caused.

5.3 The Hirer agrees to indemnify and keep indemnified Fencefast and Fencefast's employees, agents and contractors from all damages suits actions claims and demands which they may suffer or incur either directly or indirectly arising out of the use, maintenance, and installation of the Equipment by the Hirer.

5.4 The Hirer must not do or allow to be done any act matter or thing which may invalidate or prejudice any,

(a) insurance policy affected by Fencefast,

(b) claim made by or against Fencefast, or

(c) right Fencefast may have against any person, arising directly or indirectly out of the use or possession of the Equipment by the Hirer.

### 6 Location of Equipment

6.1 The Hirer must not:

(a) part with possession of the Equipment;

(b) permit removal of the Equipment from the location at which Fencefast installed it, without a written consent from Fencefast.

### 7 Default

7.1 If the Hirer in any way fails to perform, observe or keep to this Agreement, Fencefast may at its discretion do all or any of the following:

(a) terminate the hire agreement;

(b) declare the entire hire fee immediately due and payable and to commence legal action if necessary

(c) retake possession of the Equipment, holding the Hirer fully liable for all hire and outstanding fees.

### 8 Cost to replace Damaged or Lost Equipment Policy

8.1 the Hirer agrees that the current value and cost of the hired equipment is as follows;

I. Temporary Fence Panel \$125.00

II. Support Stays \$32.00

III. Temporary Fence Foot \$31.00

IV. Temporary Fence Bracket \$4.50

V. Chain \$9.00

VI. Padlock \$20.00

VII. Key \$5.00

VIII. Any Safety/Directional Signs \$35.00

Note Gst not included

8.2 The Hirer agrees that the cost disclosed in 8.1 will be referred to in situations where it becomes necessary for Fencefast to replace the hired Equipment due to breach of these Terms & Conditions by the Hirer. In this event, the Hirer agrees that Fencefast may charge the Hirer the above value for each item.

### 9 Rates, Hire Period and Delivery

9.1 The hire period starts when the Equipment is delivered and set up and terminates when the Equipment is dismantled and picked up.

9.2 Fencefast may charge a labour cost of \$45 per hour plus GST /per Fencefast Installer for a delivery to an inaccessible site. This will be quoted and communicated to the Hirer before any Equipment is put up.

9.3 (a) During the hire period the Hirer must pay Fencefast a hire fee which was calculated and agreed to by the Hirer prior to hiring the Equipment.

(b) The hire fee must be paid as specified on an invoice issued by Fencefast.

9.4 (a) Not receiving an invoice will in no way relieve the Hirer of its responsibility for the payment of amounts due. Failure to pay amounts due within seven (7) days of a debt becoming due for payment or such term otherwise agreed to in writing by Fencefast will be considered a breach of these Terms & Conditions.

(b) The Hirer must pay Fencefast on demand on a full indemnity basis, all costs incurred in recovering any amount owed to Fencefast by the Hirer.

9.5 The Hirer agrees to pay Fencefast a service charge on all past due balances at the rate of 5% per month or part of it.

### 10 Damage Waiver

10.1 If a damage waiver fee has been issued to the Hirer, Fencefast agrees not to claim for damage to the Equipment caused by accident or collision from the Hirer as long as the Hirer has shown that it has taken sufficient precautions to protect the Equipment.

10.2 Expressly excluded from this waiver is

(a) loss or damage by mistreatment of the Equipment in contravention of the Terms & Conditions of hire;

(b) theft, damage or loss to items on which the waiver premium is not charged or where it has been charged but not paid;

### 11 Warranty Disclaimer

11.1 Fencefast makes no warranties, expressed or implied, as to the suitability of any Equipment for any particular purpose. Fencefast is not responsible to the Hirer or to any other person for any loss (including consequential loss), damage, or injury, caused by, resulting from or in any way connected with, the Equipment, or any defect in it.

11.2 Fencefast will not be responsible for failure or delay in delivery, pick up, installation or removal due to any causes beyond its reasonable control and will have no liability to the Hirer or any other person for any loss (including any consequential loss) arising out of such failure or delay.

### 12 Fencefast's Rights

12.1 Fencefast may terminate all hire contracts and recover the Equipment at any time with a 24hr notice to the Hirer.

12.2 Fencefast may enter any premises where the Equipment is at the time, for any reason whatsoever and may exercise its right to take possession of the Equipment for any reason whatsoever.

12.3 Nothing in this clause 12 limits any rights Fencefast may have in respect of the Equipment against the Hirer and against any other person at any time.

### 13 Changes to Terms & Conditions

13.1 Fencefast may change these Terms & Conditions at any time. Changes will be advertised on its website [www.fencefast.com.au](http://www.fencefast.com.au).

13.2 The changed Terms & Conditions will apply to any hire of Equipment from the time the changes are advertised on Fencefast's website [www.fencefast.com.au](http://www.fencefast.com.au) or otherwise notified to the Hirer. Any such changes will not affect the validity or enforceability of the contract between Fencefast and the Hirer in any way whatsoever.

### 14 Collection, Storage and Use of Information

14.1 The Hirer authorise and permits Fencefast to collect, keep and use any information about the Hirer for the purposes of establishing whether or not a contract can be made between the Hirer and Fencefast.

14.2 Fencefast will comply with the Privacy Act 1988 and the 10 National Privacy Principles.

14.3 Fencefast's Privacy Statement can be obtained by request at [info@fencefast.com.au](mailto:info@fencefast.com.au)