

1. Definitions

- 1.1 “AAS” means Samjo Pty Ltd ATF Anderson-Hogg Family Trust T/A Aluminium Access Systems, its successors and assigns or any person acting on behalf of and with the authority of Samjo Pty Ltd ATF Anderson-Hogg Family Trust T/A Aluminium Access Systems.
- 1.2 “Client” means the person/s buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 “Goods” means all Goods or Services supplied by AAS to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.4 “Equipment” means all Equipment including any accessories supplied on hire by AAS to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by AAS to the Client.
- 1.5 “Minimum Hire Period” means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by AAS to the Client.
- 1.6 “Price” means the Price payable for the Goods as agreed between AAS and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.
- 2.2 These terms and conditions may only be amended with AAS’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and AAS.
- 2.3 AAS’s offer is subject to the Goods and/or Equipment being available at the requested time upon receiving the Client’s acceptance of the offer.
- 2.4 The Client acknowledges and accepts that AAS reserves the right to affix to the Equipment during the period of hire a sign or signs exhibiting AAS’s contact details and any other relevant information.
- 2.5 The Client agrees:
 - (a) not to damage, remove, interfere with or obscure such a sign or signs; and
 - (b) shall be responsible for giving to any local or other relevant authorities any necessary or appropriate notice of intention to install the Goods/Equipment on the Client’s site and shall be responsible for payment of any and all fees.
- 2.6 In the event that AAS is required to provide Services outside normal business hours being 7.00am to 3.30pm Monday to Friday inclusive then AAS reserves the right to charge the Client additional labour costs (penalty rates), unless otherwise agreed between AAS and the Client.
- 2.7 AAS can provide additional labour when necessary to the Client for any extra work required. The hourly rate of \$75.00 for normal time (time and a half \$85.00 and double time \$95.00) is subject to increase or decrease, by the same amount as the Queensland Master Builders charge-out rate for Scaffolders, Group 2, and may be increased or decreased accordingly during the period of this contract. (**NOTE:** Due to the introduction of the 36 hour week and RDO’s every two weeks, labour may not be available on these days).

3. Change in Control

- 3.1 The Client shall give AAS not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by AAS as a result of the Client’s failure to comply with this clause.

4. Price and Payment

- 4.1 At AAS’s sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by AAS to the Client; or
 - (b) the Price as at the date of delivery of the Goods/Equipment according to AAS’s current price list; or
 - (c) AAS’s quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 Unless otherwise stated in writing, lump sum hire contracts shall be subject to adjustment in accordance with the rise and fall formula laid down by the National Cost Adjustment Provision (NCAP) for the State or Territory in which the hire contract is carried out.
- 4.3 Erection and/or dismantle of the Equipment is based on an “all up and down” basis unless stated otherwise. The Client shall be liable for any additional labour and transport costs resulting from any variation requested by the Client.
- 4.4 At AAS’s sole discretion a deposit may be required.
- 4.5 At AAS’s sole discretion a bond may be required for Equipment hire which shall be refunded upon the return of the Equipment in a condition acceptable to AAS.
- 4.6 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by AAS, which may be:
 - (a) on delivery of the Goods/Equipment;
 - (b) thirty (30) days following the end of the month;
 - (c) the date specified on any invoice or other form as being the date for payment; or

- (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by AAS.
- 4.7 The date upon which the Client advises of termination shall in all cases be treated as a full day's hire.
- 4.8 Payment may be made by cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Client and AAS.
- 4.9 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to AAS an amount equal to any GST AAS must pay for any supply by AAS under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods/Equipment

- 5.1 Delivery ("**Delivery**") of the Goods/Equipment is taken to occur at the time that:
- (a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at AAS's address; or
 - (b) AAS (or AAS's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.
- 5.2 At AAS's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 5.3 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then AAS shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.4 The Client shall provide AAS with a minimum of forty eight (48) hours notice prior to requiring any labour at the site to erect or dismantle the Equipment.
- 5.5 Any additional transport or part loads will be charged for at AAS's current hourly rate.
- 5.6 Transport rates quoted for are during normal working hours, if any transportation Services are required outside this time then additional charges will apply. In the event that the transport company is required to remain on the site for longer than one hour due to delays caused by the Client or its employees, subcontractors or agents, then the Client will be charged additional transport costs in respect of the extra time incurred by the transport company.
- 5.7 Any time or date given by AAS to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and AAS will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk to Goods

- 6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, AAS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AAS is sufficient evidence of AAS's rights to receive the insurance proceeds without the need for any person dealing with AAS to make further enquiries.
- 6.3 If the Client requests AAS to leave Goods outside AAS's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 6.4 In the event that AAS is required to erect or install the Goods and/or Equipment, the Client shall ensure that AAS has clear and free access to the work site at all times to enable them to undertake the works. AAS shall not be liable for any loss or damage to the site unless due to the negligence of AAS.

7. Title to Goods

- 7.1 AAS and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid AAS all amounts owing to AAS; and
 - (b) the Client has met all of its other obligations to AAS.
- 7.2 Receipt by AAS of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 7.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a bailee of the Goods and must return the Goods to AAS on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for AAS and must pay to AAS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for AAS and must pay or deliver the proceeds to AAS on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of AAS and must sell, dispose of or return the resulting product to AAS as it so directs.
 - (e) the Client irrevocably authorises AAS to enter any premises where AAS believes the Goods are kept and recover possession of the Goods.
 - (f) AAS may recover possession of any Goods in transit whether or not delivery has occurred.

- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of AAS.
- (h) AAS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

8. Personal Property Securities Act 2009 (“PPSA”)

- 8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 8.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by AAS to the Client.
- 8.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which AAS may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, AAS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of AAS;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of AAS;
 - (e) immediately advise AAS of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.4 AAS and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 8.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 8.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 8.7 Unless otherwise agreed to in writing by AAS, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 8.8 The Client must unconditionally ratify any actions taken by AAS under clauses 8.3 to 8.5.
- 8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

9. Security and Charge

- 9.1 In consideration of AAS agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 9.2 The Client indemnifies AAS from and against all AAS's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising AAS's rights under this clause.
- 9.3 The Client irrevocably appoints AAS and each director of AAS as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Client's behalf.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 10.1 The Client must inspect the Goods/Equipment on delivery and must within forty-eight (48) hours of delivery notify AAS in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow AAS to inspect the Goods/Equipment.
- 10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 10.3 AAS acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 10.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AAS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. AAS's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 10.5 If the Client is a consumer within the meaning of the CCA, AAS's liability is limited to the extent permitted by section 64A of Schedule 2.

- 10.6 If AAS is required to replace the Goods under this clause or the CCA, but is unable to do so, AAS may refund any money the Client has paid for the Goods.
- 10.7 If the Client is not a consumer within the meaning of the CCA, AAS's liability for any defect or damage in the Goods is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by AAS at AAS's sole discretion;
 - (b) limited to any warranty to which AAS is entitled, if AAS did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 10.8 Subject to this clause 10, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 10.1; and
 - (b) AAS has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 10.9 Notwithstanding clauses 10.1 to 10.8 but subject to the CCA, AAS shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Goods/Equipment;
 - (b) the Client using the Goods/Equipment for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Client failing to follow any instructions or guidelines provided by AAS;
 - (e) fair wear and tear, any accident, or act of God.
- 10.10 Notwithstanding anything contained in this clause if AAS is required by a law to accept a return then AAS will only accept a return on the conditions imposed by that law.

11. Default and Consequences of Default

- 11.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at AAS's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2 If the Client owes AAS any money the Client shall indemnify AAS from and against all costs and disbursements incurred by AAS in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AAS's collection agency costs, and bank dishonour fees).
- 11.3 Without prejudice to any other remedies AAS may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions AAS may suspend or terminate the supply of Goods/Equipment to the Client. AAS will not be liable to the Client for any loss or damage the Client suffers because AAS has exercised its rights under this clause.
- 11.4 Without prejudice to AAS's other remedies at law AAS shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to AAS shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to AAS becomes overdue, or in AAS's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

12. Compliance with Laws

- 12.1 The Client and AAS shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.
- 12.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works.
- 12.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

13. Cancellation

- 13.1 AAS may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice AAS shall repay to the Client any money paid by the Client for the Goods/Equipment. AAS shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Client cancels delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by AAS as a direct result of the cancellation (including, but not limited to, any loss of profits).

14. Privacy Act 1988

- 14.1 The Client agrees for AAS to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by AAS.

- 14.2 The Client agrees that AAS may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 14.3 The Client consents to AAS being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 14.4 The Client agrees that personal credit information provided may be used and retained by AAS for the following purposes (and for other purposes as shall be agreed between the Client and AAS or required by law from time to time):
- (a) the provision of Goods/Equipment; and/or
 - (b) the marketing of Goods/Equipment by AAS, its agents or distributors; and/or
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 14.5 AAS may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 14.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that AAS is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of AAS, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by AAS has been paid or otherwise discharged.

15. Building and Construction Industry Payments Act 2004

- 15.1 At AAS' sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
- 15.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.

16. General

- 16.1 The failure by AAS to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect AAS's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which AAS has its principal place of business, and are subject to the jurisdiction of the Coolangatta Court in Queensland.
- 16.3 Subject to clause 10 AAS shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by AAS of these terms and conditions (alternatively AAS's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
- 16.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by AAS nor to withhold payment of any invoice because part of that invoice is in dispute.
- 16.5 AAS may license or sub-contract all or any part of its rights and obligations without the Client's consent.

- 16.6 The Client agrees that AAS may amend these terms and conditions at any time. If AAS makes a change to these terms and conditions, then that change will take effect from the date on which AAS notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for AAS to provide Goods/Equipment to the Client.
- 16.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 16.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Additional Terms & Conditions Applicable to Hire Only

17. Hire Period

- 17.1 Where the Equipment does not have a timing device installed hire charges shall commence from the time the Equipment is collected by the Client from AAS's premises and will continue until the return of the Equipment to AAS's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 17.2 If AAS agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves AAS's premises and continue until the Client notifies AAS that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 17.3 The Client shall provide AAS with a minimum of two (2) days verbal notice in order to pick up the Equipment from the site. The Client agrees to ensure that all Equipment is stacked in an accessible location and shall assist in the loading of the Equipment where reasonably required.
- 17.4 The Client shall be responsible for free access by AAS to the site on which the Equipment is located. If there are any delays due to free access not being available then the Client shall be responsible and shall reimburse AAS for all lost hire fees associated with the Equipment being unavailable. The Client shall also be responsible for all other expenses and costs incurred by AAS due to delays in access to the Equipment. The off-hire receipt will be issued when the Equipment is picked up by AAS or returned to AAS's premises.
- 17.5 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless AAS confirms special prior arrangements in writing.

18. Risk to Equipment

- 18.1 AAS retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on delivery.
- 18.2 The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies AAS for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client.
- 18.3 The Client will insure, or self insure, AAS's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 18.4 The Client accepts full responsibility for and shall keep AAS indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Equipment during the hire period however arising and whether or not arising from any negligence, failure or omission of the Client or any other persons.
- 18.5 In the event of any damage to the Building as a result of any action by AAS' labour force, the Client agrees to notify AAS within twenty-four (24) hours in order that AAS may inspect such damage before any agreement to rectification costs can be decided.

19. Title to Equipment

- 19.1 The Equipment is and will at all times remain the absolute property of AAS.
- 19.2 If the Client fails to return the Equipment to AAS then AAS or AAS's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- 19.3 The Client is not authorised to pledge AAS's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

20. Client's Responsibilities

- 20.1 The Client shall:
- (a) notify AAS immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - (b) satisfy itself at commencement that the Equipment is suitable for its purposes;
 - (c) use the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by AAS or posted on the Equipment;
 - (d) ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to AAS upon request;
 - (e) comply with all occupational health and safety laws relating to the Equipment and its operation

- (f) maintain all safety signs supplied with the Equipment in prominent positions on the Equipment or in such other positions as are necessary to bring the signs to the attention of any users of the Equipment;
 - (g) on termination of the hire, the Client shall deliver the Equipment complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted on the day the Equipment is due for return;
 - (h) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment;
 - (i) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
 - (j) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
 - (k) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;
 - (l) be responsible for the raising/lowering/moving of hop-up brackets and associated planking as required and the cost of the same;
 - (m) make good, clean, level ground for continuous sole boards;
 - (n) make provisions for scaffolding ties at the required positions and waterproof the same. To ensure this obligation is fulfilled, the Client may be required to notify residents to leave windows open for scaffolding ties
 - (o) obtain all Council, Engineers, WorkCover and other local and statutory authority's approval and fees where applicable and be responsible for the costs of the same unless otherwise agreed in writing between both parties;
 - (p) supply, erect and remove on completion any protective casings/hoarding/barriers and signage in public access areas in accordance with Health and Safety requirements;
 - (q) cover all electrical wiring within a five metre radius of the Equipment;
 - (r) be responsible for the supply and installation of any shade cloth, overhead protection or hoardings if required;
 - (s) provide AAS with forty eight (48) hours if AAS is required to dismantle the Equipment for return.
- 20.2 Immediately on request by AAS the Client will pay:
- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to VS&SS;
 - (b) all costs incurred in cleaning the Equipment;
 - (c) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to 10% of the new list price of the Equipment;
 - (d) the cost of repairing any damage to the Equipment caused by the negligence of the Client or the Client's agent;
 - (e) the cost of repairing any damage to the Equipment caused by vandalism, or (in VS&SS's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client;
 - (f) the cost of fuels and consumables provided by AAS and used by the Client.
- 20.3 Where AAS is required to erect the Equipment, the Client shall ensure that the site on which the Equipment is to be erected is clear and suitable to accommodate the erected Equipment. The Client is liable to AAS for any costs, or damages which AAS may suffer or incur by reason of the Client's failure to carry out their obligations hereunder.

21. Client's Acknowledgements

- 21.1 The Client acknowledges and agrees that under Scaffolding Guidelines, it is not permissible to mix parts from different prefabricated scaffolding systems unless the supplier approves of the mix and gives certain guarantees. If the Client mixes AAS' scaffolding with other scaffolding not supplied by AAS, then AAS gives no guarantee that
- (a) the components mixed are a compatible size and strength.
 - (b) the components mixed have compatible deflection characteristics.
 - (c) the fixing devices are compatible.
 - (d) the missing does not lessen the strength, stability rigidity or suitability of the scaffold.
- 21.2 AAS will only permit mixing of the scaffolding systems where the Equipment is either supplied by AAS or has been maintained by AAS through AAS' quality assurance program.
- 21.3 AAS takes no responsibly whatsoever for any Equipment failure where the Client have mixed AAS' scaffolding with that of others.
- 21.4 The supply of crange is not AAS' responsibility, and AAS will require the Client to make suitable provisions to provide AAS with free use of the Client's tower crane, or other appropriate hoisting equipment for the placing and removal of AAS' scaffolding at various levels when required.
- 21.5 The contract has been based on good ground condition, and that the area to be worked in is cleared prior to the commencement of the scaffolding erection. In the case of swinging stage erection, the area to be accessed for roof rig must be clear and free of debris.
- 21.6 The Client agrees to AAS' request to permit the inclusion of sufficient number of ties from the scaffold to the building (on which the stability of AAS scaffold is dependant), and to ensure that the ties, as fixed by AAS are not tampered with or removed..
- 21.7 AAS will not accept responsibility for any alterations carried out by anyone, other than the scaffolders authorised by AAS, unless prior arrangement (in writing) has been made with AAS.