



Leading Edge Scaffolding Pty Ltd
Terms and Conditions
of Hire and Services

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1. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires the following words have the following meaning and cognate expressions have corresponding meanings:

ACL means the Australian Consumer Law (contained in the CCA).

Business hours means, for dispatch and return of equipment, 7:00am to 3:30pm Monday to Friday.

Confidential information means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, contracts, client information.

Contract means the relevant contract between Leading Edge Scaffolding and the Client for the supply of the Equipment and or Services in question, as recorded in the quote and as varied from time to time by Leading Edge Scaffolding.

Client means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Leading Edge Scaffolding to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

- If there is more than one Client, is a reference to each Client jointly and severally; and
- If the Client is a partnership, it shall bind each partner jointly and severally; and
- If the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
- Includes the Clients executors, administrators, successors and permitted assigns

Equipment means all Equipment, including any accessories supplied on hire by the Client and includes any erection, dismantling and transport of the Equipment ("services"), any parts, accessories and/or consumables supplied by Leading Edge Scaffolding to the customer, either separately or deposited incidentally by Leading Edge Scaffolding in the course of it conducting, or supplying to the Client.

GST means (Goods and Services Tax) Act 1999 (Cth)

Hire period means the period for the hire of the Equipment commencing on the dispatch date and concluding on the return date.

Invoice means a tax invoice given by Leading Edge Scaffolding for the supply of Equipment and or Services to the Client.

Minimum hire period means the Minimum Hire Period as described on the invoices, quotations, authority to hire, or any other forms as provided by Leading Edge Scaffolding to the Client.

Leading Edge Scaffolding means Leading Edge Scaffolding Pty Ltd ABN 76 651 320 222 of 34 Devoe Road, Point Cook, VIC, 3030

Price means the price payable (plus any GST where applicable) for the Services as agreed between Leading Edge Scaffolding and the Client in accordance with clause 6 of this contract

Quotation means the Quote provided by Leading Edge Scaffolding to the Client for the supply of Equipment and or services.

Scaffold Structure means the scaffolding and/or other structure to be erected and any equipment provided for the use in connection therewith in accordance with the terms of the Quotation, or same may from time to time be varied in accordance with these conditions.

Weekly rate means the initial rate for 7 days hire as set out in the Quote, as varied from time to time during the Hire Period in accordance with these Terms and Conditions.

2. AGREEMENT

2.1. Unless otherwise agreed by the Client in writing, these Terms and Conditions apply exclusively to every order and cannot be altered, varied or replaced by any other terms, including the Client's terms and conditions of purchase.

2.2. Leading Edge Scaffolding may add to and vary these Terms and Conditions by giving 7 days' written notice to the Client, if amendment is not acceptable to the Client, Leading Edge Scaffolding may terminate the Contract in question within 7 days after receipt of the notice of variation and if the Client fails to do so the notified amendment will apply to the Contract in question.

3. QUOTATIONS

3.1. The Quotation is open for acceptance by an Order placed within three months from the date of the Quotation and is subject to Leading Edge Scaffolding receiving 5 business days to commence erection of a Scaffold Structure or part Scaffold Structure at any time within three months of the date of such an Order.

3.2. The Quotation is subject to a site inspection by Leading Edge Scaffolding and any other conditions that Leading Edge Scaffolding shall impose. The Quotation is made by Leading Edge Scaffolding subject to the availability of labor and materials at the time the Client accepts the Quotation. If Leading Edge Scaffolding is unable to secure labor and materials, Leading Edge Scaffolding may terminate the Contract and shall not be liable to the Client for any loss or damage caused by such termination.

3.3. Unless otherwise stated the Quotation is based upon the assumption that the work will be carried out during normal working hours and that the premium payment for any overtime, night or week as requested by the Client shall constitute a net addition to the price quoted.

4. SERVICES

4.1. if progress on or the completion of the work is delayed for any reason outside the control of Leading Edge Scaffolding a fair and reasonable extension of time for executing and completing the work shall be granted to Leading Edge Scaffolding.

4.2. Upon completion of the erection of the Scaffold Structure, Leading Edge Scaffolding shall upon request issue to the Client a Handover Certificate stating that the Scaffold Structure has been supplied and erected in accordance with the Contract and complies with all Regulations including design requirements governing the design, erection, adequacy, stability and safety of Scaffold Structures. Where the Contract provides for the handing over of sections of Scaffold Structure such certificate shall be issued with reference to such sections upon their dates of completion.

4.3. Any repairs, additions, alterations or variations required to the scaffold structure will be carried out by Leading Edge Scaffolding only upon receipt of written instructions from the Client and at the Clients expense. Separate Quotations will be submitted for any such work by Leading Edge Scaffolding. Quotations in cases where the work has already been carried out will be deemed to be accepted by the Client unless queried in writing within 14 days

from the date of such Quotation. The Client must not undertake or permit any repair, addition, alteration, adaptation or variation to the scaffold structure or to interfere with it in any way other than as specifically provided in these conditions or in the Quotation.

4.4. Leading edge scaffolding shall use all reasonable endeavours to meet any deadlines or performance dates, but any such dates shall be estimates only and unless otherwise agreed in writing.

4.5. In the event Leading Edge Scaffolding requires access to an adjoining or adjacent property or land to the nominated Worksite, that is not owned by the Client, then it is the Clients responsibility to gain permission from the land owner, if the land owner denies access, the Client shall be liable for all costs incurred by Leading Edge Scaffolding in gaining permission to access the property through any legal process that may be deemed necessary.

5. CHARGES & PAYMENT TERMS

5.1. Payment shall be made for Scaffold Structure and/or other materials and equipment delivered, any labour utilised, or transportation provided within thirty (30) days of the date each invoice given to the Client by Leading Edge Scaffolding in writing from time to time.

5.2. In the event of the Client failing to pay any such invoice within the specified period then the amount so outstanding shall be subject to interest at a rate equivalent to 3% per annum above the base lending rate and shall accrue from the due date of payment until the date when payment is actually received by Leading Edge Scaffolding.

5.3. Leading Edge Scaffolding reserves the right to change the price where additional Equipment or Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather/environmental conditions, limitations to accessing the Worksite, availability of machinery, any subsidence of ground conditions, protruding or dismantled formwork, repositioning or adjusting the Equipment, due to sub-contractor's moving planks, additional Worksite visits required, safety considerations (e.g. overhead hazards, etc.), any relocation and/or alteration to working platforms, ties and/or hop up brackets (or the Equipment entirely), additional transport (charged per load, each way), additional ladder access towers, stairs or loading bays or prerequisite work by any third party not being completed substantially or at all, etc.) which are only discovered on commencement of the services.

5.4. Variations will be charged for on the basis of Leading Edge Scaffolding's quotation, and will be detailed in writing, and shown as variations on the invoice. The Client shall be required to respond to any variation submitted by Leading Edge Scaffolding within ten (10) working days. Failure to do so will entitle Leading Edge Scaffolding to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

5.5. Where delivery of Equipment to any site is in incomplete loads, pro-rata progress payments are to be paid to Leading Edge Scaffolding in proportion to the amount of Equipment actually delivered.

5.6. If the Client fail to pay any sum due under this contract in accordance with the terms of this Quotation and of these Conditions Leading Edge Scaffolding may, but without prejudice to any rights and other remedies, forthwith determine the Contract and remove all their equipment from the site.

6. CLIENTS RESPONSIBILITIES

6.1. Scaffold decks are to be cleared of all rubbish and building material before dismantle of scaffold is commenced.

6.2. The Client shall be solely responsible for and liable for the Equipment and the manner of use and shall ensure scaffolding ties fixed by Leading Edge Scaffolding are not removed or tampered with as the safety and stability of the scaffold structure depends on these ties.

6.3. The Client shall be solely responsible for and liable for the Equipment and the manner of use and shall ensure not to exceed the recommended or legal load and capacity limits stated on the Hand over Certificate (SCAFFTAG)

6.4. All over head and in-ground services at the Site are located and identified or relocated, protected or temporarily shut down as necessary to ensure a safe working environment for the Scaffold.

6.5. It is the Clients responsibility that any structures to which the Equipment is to be erected on it able to withstand all imposed loadings If for any reason that Leading Edge Scaffolding or employees of Leading Edge Scaffolding, reasonably form the opinion that the Clients premises is not safe for the erection of the Scaffold to proceed then Leading Edge Scaffolding shall be entitled to delay erection of the Scaffold until Leading Edge Scaffolding is satisfied that it is safe for the erection to proceed.

6.6. The Client shall ensure that Leading Edge Scaffolding has clear and free access to the nominated delivery address, and the Client agrees at the time of

completion thereof to carry out in a reasonable way the clean-up of the worksite where the Equipment was installed. Furthermore, it acknowledged that it is unreasonable to expect the clean up to restore the property to its pre-existing condition.

7. INSURANCES

7.1. The Client must take out and at all times keep in force at its own cost an insurance policy with a reputable insurance company to cover the loss of, damage to, the Equipment for its full insurable value, for any cause whatsoever during the Hire period, including while in Transit.

7.2. The Client must whenever requested to do so provide Leading Edge Scaffolding with certificates of currency for all such insurance and make available to Leading Edge Scaffolding for inspection, all such documentation and proof of payment for all premiums and charge due in respect of such insurance.

7.3. The Client must notify Leading Edge Scaffolding within 24 hours of any event that may give rise to a claim under the policy of insurance, including loss, destruction or damage however caused to the Equipment.

8. INTELLECTUAL PROPERTY

8.1. Where Leading Edge Scaffolding has designed, drawn or developed Goods for the Client, then the copyright in any drawings, designs and documents shall remain the property of Leading Edge Scaffolding. Under no circumstances may such drawings, designs and documents be used without the express written approval of Leading Edge Scaffolding.

8.2. The Client agrees that Leading Edge Scaffolding may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Leading Edge Scaffolding has created for the Client.

9. WARRANTIES

9.1. The Client must inspect the Goods on delivery and must within three (3) days of delivery notify Victoria Scaffolding in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Victoria Scaffolding to inspect the Goods.

9.2. In consideration of Leading Edge Scaffolding entering the Contract at the request of the Guarantor, the Guarantor hereby guarantees the payment of all monies due from time to time to Leading Edge Scaffolding from the Client under the Contract. The liability under this guarantee is not affected by the insolvency, liquidation or winding up of the Client or any change in its constitution. This is a continuing guarantee which will have effect until all amounts payable by the Client from time to time to Leading Edge Scaffolding under the Contract are paid in full. Where two or more persons are named as Guarantors, the guarantee is joint and several.

9.3. 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. PRIVACY POLICY

10.1. The Client consents and authorizes Leading Edge Scaffolding to obtain and collect from any source including all banks and financial institution and to retain and use all personal information about the Client including the Clients finances, credit history, credit worthiness and financial standing for the purpose of assessing the Clients credit worthiness.

10.2. The Client consents and authorizes Leading Edge Scaffolding to provide the information to any bank or credit agency for the purpose of obtaining information and maintaining records.

11. LIABILITY

11.1. Without affecting any of its other rights under the Contract and these Terms and Conditions, Leading Edge Scaffolding shall not be liable for any delay or failure to perform any of its obligations if such is due to Force Majeure or where such delay or failure arises by reason of, as a consequence of or in connection with non-payment of monies to it by the Client.

11.2. The Client may have the benefit of consumer guarantees under the ACL, otherwise to the maximum extent permitted by law, all terms, conditions or warranties that would be implied into any contract and these Terms and Conditions are excluded.

11.3. Nothing in the Contract is intended to exclude, restrict or modify rights which the Client may have under ACL or any other legislation, which may not be excluded, restricted or modified by agreement.

11.4. Leading Edge Scaffolding will not be liable for defects or damage to the Equipment arising from any improper use, storage, modification or other misuse by the Client or its employees, contractors or agents.

12. CANCELLATION

12.1. Upon termination of any hire Contract for any reason, the Equipment must be returned to Leading Edge Scaffolding by the Client at the Client's sole cost and expense in accordance with the provisions of these Terms and Conditions.

12.2. The Client may without being liable for damages for so doing cancel this Hire Contract, by notice in writing to Leading Edge Scaffolding within 30 days following notice by Leading Edge Scaffolding of a variation of price.

12.3. Leading Edge Scaffolding shall be at liberty to cancel this Contract at any time.

13. OCCUPATIONAL HEALTH AND SAFETY

13.1. The Client shall use the equipment for the purpose for which the equipment is supplied and in accordance with any limitations on the use of the Equipment arising from any legislation or the requirement of any local regulatory authority.

13.2. The Client shall attach and 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 in full view of all users.

14. GENERAL

14.1. If any provision of the Agreement is found to be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14.2. Subject to clause 9, Leading Edge Scaffolding 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 Leading Edge Scaffolding of these terms and conditions (alternatively

Victoria Scaffolding's liability shall be limited to damages which under no circumstances shall exceed the Price of the Equipment).

14.3. This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

14.4. 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.