Easy Access Scaffolding Pty Ltd – Terms & Conditions of Trade

Definitions

Contractor means Easy Access Scaffolding Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Easy Access Scaffolding Pty Ltd.

Client means the person's or any person acting on behalf of and with the authority of the Client hinright be Goods (and/or purchasing the Goods) and requesting the Contractor to provide the Services as specified in any proposal, quotation, order, invoice or other cified in any proposal, quotation, order, throuce or unine accumentation, and:
If there is more than one Client, is a reference to each Client jointly and severally, and
If the Client is a part of a Trust, shall be bound in their capacity 9.7 as a trustee; and includes the Client's executors, administrators, successors and nemitted assigns mitted assigns.

means all Goods or Services supplied by the Contractor to
nt at the Client's request from time to time (where the context
its the terms 'Goods' or 'Services' shall be interchangeable

permits the terms 'Goods or Services size to emercrangeauve the other), and the period means the Minimum Hire Period as described with environes quotation, authority to hire, or any other forms as the more of the Cherch of the

New Tax System (Goods and Services Tax) Act 1999" (Ch). errortations repretations in contract, unless the context requires otherwise. This contract, unless the context requires otherwise. Plurals. The singular shall include the plural and vice versa and 11.1 representations of the plural shall represent the singular shall include any other legal entity of whatsoever kind and vice versa. Statutory amendments. A reference to a statue, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, researchments or replacements of any of them, whether of the amendment of the statutory of the contract in the statutory of the contract including its clauses, schedules, and annexures.

(e) Headings. Headings shall be ignored in construing this document.

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site.
The Client accepts and acknowledges its responsibility to ensure that all persons operating or erecting the Goods 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 Goods and shall provide evidence of the same to the Contractor

its safe and proper use and where necessary hold a current certificate of Completency and/or are fully licensed to operate the Goods and shall provide evidence of the same to the Contractor user the Contractor of the Contractor

Circums and the property of the Contractor and may not be copied, remothered may not be copied. The contractor is also designed on any invoice provided by the Contractor to the set of the Contractor's set described in the quickloid or of themse for a period of thirty (30 days. The quoted Price is subject to change set of the Contractor's quoted price (subject to clause 8.3) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30 days. The quoted Price is subject to change the Contractor reserves the inplant to change the Price.

(a) if a variation to the Goods or Services which are to be supplied is requested, and/or so the Contractor in the cost of labour or materials, or fluctuations in currency exchange rates, which are beyond the Contractor's control.

Variations will be changed for on, the basis of the Contractor's quotation, and will be dealler in writing, and shown as variations on any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor 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, and will pay;

(a) all costs associated with the pickup and delivery of the Goods to and from the company depot, and of necessary shall provide to its and from the company depot, and of necessary shall provide to the variation to the price, and will pay;

(b) and its provided for in this agreement, including but not limited to, any taxes, less shape duty, levy or charge imposed by government, or semi-government authority.

(a) all cysts associated with the pickup and delivery of the contractor, and the contractor's seed discretion, and experience of the variation to the variation of the variation to the price of the contractor, the contractor of the payment by the Contractor, and the payment by th

ch may be by way of instalments/progress payments in accordance with 14.3 the Owntractor's payment schedule; the Contractor's payment of any invoice of other form as being the date for payment, or p

gays following the date of any invoice given to the Client by the Carlo Contractor.

Payment may be made by cash, bank cheque, or by any other method as agreed to between the Client and the Contractor. The Client stall not be entitled to set of a sound to set of the contractor.

When I may be under set the contract of the Contractor for a contract of the contract of the Contractor contract of the contract of the contractor ce any sums owed or claimed to be dived to the Client by the intractor not to withhold payment of any invoice because part of it invoice is in dispute. allowance has been made in the Price for the deduction of entire that the contractor the contractor to the contractor that the contractor the contractor that the contractor the contractor the contractor that the contractor the

retentions. In the event that retentions are made, the Contractor reserves the right to rest all retentions as placing the Client's Review of the Contractor of the Price the Client must pay to the Contractor an amount equal to any CST the Contractor must pay for any supply by the Contractor contractor must pay for any supply by the Contractor Client must pay (ST without deduction or set off or any other amounts, at the same time and on the same basis as the Client pays the Price In addition the Client must pay the price that was designed to the Client pays the Price In addition the Client must pay the applicable in addition to the Price except where they are Delivery of Goods the Price.

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ivery of Goods very (Delivery) of the Goods is taken to occur at the time that:
the Client or the Client's nominated carrier takes possession of
the Goods at the Contractor's address, or
the Conds to the Contractor's nominated carrier) delivers
the Conds to the Client's nominated address even if the Client is
not present at the address.
The Contractor's solid discretion, the cost of delivery is included in
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At the Contractor's sole discretion, the cost of delivery is included in the Profession of the Conductor of the Gods whenever they are tendered to delivery. In the event that the Clinical was whenever they are tendered to delivery. In the event that the Clinical was whenever they are tendered to delivery of the Gods as arranged then the Contractor shall be entitled to Arange a reasonable fee for redelivery of the Gods and/or the storage of the Gods.

14.9 The Contractor and values the Gods in separate instalments. Each the Contractor and values the Gods in separate instalments. Each the Contractor and values the Gods in separate instalments. Each the Contractor is the Contractor. Failure by the Client to meet dates given for delivery does not entitle the Client to cancel this agreement. If the commencement of any contract is delivery, the Contractor is not the Contractor and the Contractor is not the Contractor and the Contractor is not the Contractor and the Contractor is not the Contra

chilged to keep aside or hold back its Goods. The Contractor will only be liable to comply with its obligations under any contract subject to the availability of Goods. The Client shall provide a 15.2 representative the valiability of Goods. The Client shall provide a representative them the Delivery Docket will provide conclusive evidence as to the quantities of Goods Allevier of Coods and the Contractor to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Contractor will not be table for any loss or damage incurred by the Client as a result of the delivery being late. The Contractor will not be liable for any loss or damage incurred by the Client as a result of the delivery being late. The Contractor will not be responsible for delay or non-completion of the job for which the Goods are purphase/finted resulting from an inclimate to, industrial actions, sinkes, lockouts, epidemics, fire, war, government actions, commotion, rich floods or inclement weather.

of the job for which the Goods are purchseed/hired resulting from an act beyond the reasonable control of the Contractor, including but 16.1 and they was the reasonable control of the Contractor, including but 16.1 and they was a control of the Contractor of the Contractor of the Contractor of the Contractor is required to install the Goods, the Client warrants that the structure of the premises or Goods in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and he 16.2 Contractor shall not be leable for any clams, demands, issues in the contractor shall not be leable for any clams. Generally, in the contractor shall not be leable for any clams are controlled in the contractor shall not be held responsible for any damage to the Goods or delays to delivery cused by outside agents. Where the Client requests the Contractor to repair such damage then the Client requests the Contractor to repair such damage then the Client requests the Contractor to repair such damage then the Client requests the Contractor to repair such damage then the Client requests the Contractor to repair such damage then the Client requests the Contractor to repair such damage than the Client requests the Contractor of the Con

pe located; inspect the state of repair or condition of the Goods; carry out any such tests on the Goods as may be reasonably necessary including but not limited to, health and safety tests or inspections; 16.9

inspections; observe the use of the Goods by the Client; and do any act, matter or thing which may be required at law or to otherwise protect the Contractor's rights or interests in the

(e) otherwise protect the Contractor's rights or interest to the Goods.

Title to the Goods.

Where this is a hire agreement:
(a) the Goods is and will at all times remain the absolute property of the Contractor, however the Client accepts full responsibility of the Contractor for all loss, theft, or damage to the Goods howsoever caused and without limiting the generality of the toregoing whether or not such loss, theft, or damage is attributable to any negligence, failure or or omission of the 6.60d in the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure or or omission of the foregoing whether or not such grants, damages, costs of any damages in respect of all actions, proceedings, claims, damages, costs of 17.1 and expenses in respect of any riqury to persons, damage to property, or otherwise arrising out of the use of the Goods during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other.

during the nire periou and written or local account of the period of the

If the Client fails to return the Goods to the Contractor then the Contractor or the Contractor'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 Goods is responsible for any damage thereby caused. Swithout being responsible for any damage thereby caused. The Client is not authorised to pledge the Contractor's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs. For the purchase of the Goods:

repairs to the Looks or to create a line over the Goods in respects an apprehent for the purchase of the Goods: the Contractor and the Client agree that ownership of the Goods shall not pass untail and pass that paid the Contractor all amounts owing to the Contractor, and (i) Contractor, and the Contractor all amounts owing to the Contractor and the Contractor of the Co

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Int undertakes to:
mptly sign any further documents and/or provide any further
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mptling and upjate in all respects) which the Contractor may reasonably
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ure to:

to-date in all respects) William the Contraction in a require to require to require to a financing attempt of inancing change in relation to a security interest on the Personal Property Securities Register.

(ii) register any other document required to be registered by the PPSA of get in a statement referred to in clause indemnity, and upon definand reimburse, the Contractor 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 Coods charged thereby.

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security filteres window are pind written consent of the Contractor; not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or written consent of the Contractor; middle consent of the Contractor; with the Contractor of the Contractor; which would result in a chance in the nature of proceeds derived from such sales.

The Confractor and the Client agree that sections 96, 116 and 125 of the PPSA do not apply to the Security agreement created by the PPSA do not apply to the Security agreement created by the PPSA do not apply to the Security agreement created by the PPSA do not apply to the Security agreement created by the Sections 95, 116 client waves their ngins to receive notices under sections 95. The Client waves their ngins as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by the Contractor, the Client waves their ngins as a grantor and/or a debtor under sections 142 and 143 of the PPSA. Unless otherwise agreed to in writing by the Contractor, the Client waves their ngins are verification statement in accordance. The Client must unconditionally raifly any actions taken by the Contractor under clauses 142 to 145.

Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of the Contractor agreeing to supply the Goods, the Client charges all of its nights, title and interest (whether joint or several) in any land, really of the assets capable of being charged,

performance by the Client of its obligations under these terms and conditions (including, but not limited tô, the payment of any money). The Client'i ndernfilles the Contractor from and against all the solicitor and own client basis incurred in exercising the Contractor's organism of the Contractor's organism of the Contractor and own client basis incurred in exercising the Contractor's organism of the Contractor and each director the Contractor's organism of the Contractor's organism of the Contractor's organism of the Contractor and each director of the Contractor and the Co

including, but not limited to, signing any document on the Client's behalt.

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The Contractor examinations of the Non-Excusive Conditions purports to modify or exclude the Non-Excusive Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Contractor makes in respect of the Non-Excluded Guarantees, the Contractor makes including but not limited to the quality or suitability or the Goods. The Contractor's liability in respect of these warrantees is limited to the fullest extent permitted by law.

If the Client is a consumer within the meaning of the CCA, the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.

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Contractor's liability is impleed to these warrantes is limited to the pulses detail production of the contractor's liability is limited to the extent permitted by section 64A of Schedule 2.

If the Contractor's liability is limited to the extent permitted by section 64A of Schedule 2.

If the Contractor is required to replace the Goods under this clause of the contractor and the section of the contractor and the contractor and the contractor are the contractor and the contractor is liability for any defect or damage in the Goods is:

(a) limited to the value of any express warranty or warranty card growdge to the Client by the Contractor and the Contractor solid contractor is liability for any defect or damage in the Goods is:

(a) limited to the value of any express warranty or warranty card growdge to the Client by the Contractor and the Contractor of the Client by the Contractor and the Contractor of the Client by the Contractor of Indian and Contractor of the Client by the Contractor of Indian and Contractor of the Client by the Contractor of the Client by the Contractor of the Client of the Client of the Contractor of the Client of the Contractor of the Client of the Client of the Client of the Contractor of the Client of the Contractor of the Client of the Cl

this datase.

Further to any other rights or remedies the Contractor may have under this contract, if a Client has made payment to the Contractor you credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause IT, where it can be proven that such reversal is found to be the contractor and the clause IT. Where it can be proven that such reversal is found to be the contractor and the clause IT. illegal, fraidulient or in contravention to the Cilent's obligations under this agreement. Without prejudice to the Contractor's other remedes at law the Contractor's bille be entitled to cancel all or any part of any order of the Clent which remains unfulfilled and all amounts owing to the contractor's billed by a payable if:

(a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;

(b) the Client has exceeded any applicable credit limit provided by 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

or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset 21.9 of the Client.

Cancellation
Without prejudice to any other remedies the Contractor may have, if
et any time the Client is in breach of any obligation (including those
may suspend or terminate the supply of Codos to the Client. The
Contractor will not be liable to the Client or any loss or damage the
22.1 client suffers because the Contractor has exercised its rights funder.

may suspend, or tellminate and provided the contractor has exercised its rights under and conditions apply or cancel delivery of Goods at any time before the Contractor may cancel any written notice to the Client any money pad you cancel delivery of Goods are delivered by giving written notice to the Client any money pad you cancel the Contractor shall peoply to the Client any money pad you cancel the Contractor and the Contractor as a direct result of the cancellation. In the event that the Client cancels delivery of Goods the Client shall by the Contractor as a direct result of the cancellation (including, but not instead by any and all loss incurred (whether direct or indirect poly the Contractor as a direct result of the cancellation (including, but not instead by any and all loss incurred (whether there is to contractor as a direct result of the cancellation (including, but not instead by any and all loss indirect poly and the contractor as a direct result of the cancellation (including, but not instead by any and all loss indirect poly and any any and all loss indirect poly and any any and all loss indirect poly and any any and all loss any any and all loss any any any and all loss any any any and all loss any any any any any any and all loss any any any an

of or attributable to the Client Client Stall:
Client Stall:
maintain the Goods as is required by the Contractor; molify the Contractor immediately by telephone of the full 24.1 or commission or commission of the full 24.1 or commission or

Client is not assured not the cooks of the cooks by giving such notification; satisfy itself at commencement that the Goods are suitable for its purposes; and itself at commencement that the Goods are suitable for its purposes; and it is intended use, and in accordance with any only for its intended use, and in accordance with any only for its intended use, and in accordance with any one construction of the cooks are suitably instructed in its safe and proper use and where puessary hold a current Certificate of Completency and/or are suitably instructed in its safe and proper use and where puessary hold a current Certificate of Completency and/or are of the same to the Contractor upon recuest; comply with all occupational health and safety laws relating to the Goods and their operation; on termination of the hire, deliver the Goods complete with all parts and accessories, clean and in good order as delivered, fair on termination of the hire, deliver the Goods complete with all parts and accessories, clean and in good order as delivered, fair accepted, to the Contractor, or the contractor of th

leg title clouds in their of the hire contract not be entitled to lien 24.5

4.850 mbg. benefit of the hire contract not be entitled to lien 24.6

4.81c of make any additions to the Goods including but the limitation allering, make any additions to, defacing, or saing any identifying mark, plate or number on or in the cooks or in any other thramen interret with the Goods or the contract of the cooks of th

(c) mer work;

(c) npt expeed the recommended or legal load and capacity limits of the Goods;

(d) npt expeed the recommended or legal load and capacity limits of the Goods;

(m) not use or carry any illegal, prohibited or dangerous substance;

(m) not fix any of the Goods in such a manner as to make them 24.8 legally a fixture forming part of any freehold;

(m) ned fixture forming part of any freehold;

(m) the new last price of any Coods that are for whatever reason 24.9 (b) all costs incurred in cleaning the Goods;

all costs of repairing any damage caused by the ordinary use of the Goods up to an amount edual to ten percent (10%) of the new list price of the Goods; the cost of repairing any damage to the Goods caused by the negligence of the Client of the Client agent; the cost of repairing any damage to the Goods caused by the Client of the Clien

wentfled to for the Goods, under this, or any other hire agreement. The Contractor may terminate the hire contract, without being liable for damages for doing so, if:

(a) The Client default in the punctual payment of any monies due;
(b) The Client fails to observe or perform any condition in this, or any other uncompleted hire contract between the Contractor.

(c) The Client is declared bankrupt, or an official manager is appointed to any of the Client's assets;
(d) The Client applies to take benefit of any law for the relief of bankrupt or insolvent debtors, compounds with their creditors, or makes an assignment of their remuneration for their benefit of any law for the relief of bankrupt or insolvent debtors, compounds with their creditors, or makes an assignment of their remuneration for their benefit of the contract in the Client's site and remove the Goods from the site, without prejudice to any arreas in hire charges or other sums due to the breach if the Client's obligations or for damages that may arise from any event, and from their the Contract's stall be tread adischarged from all actions, suits, claims, demands by or obligations by the Client may finder or by writter of the hire contract.

Single yield right or by virtue of the firite contract.

Single yield right or by virtue of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery, if any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Contractor is entitled to receive all insulance proceeds payable for the Goods. The receive all insulance proceeds payable for the Goods. The sufficient evidence of the Contractor is proceed without the need for any person dealing with the Contractor to make further enquiries.

The Client requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an old knowledge of the Contractor o

Cancellation of orders for Goods made to the Client's specifications, or for non-stoodist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1988
The Client argues for the Contractor to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Contractor.

The Client agrees for the Contractor to obtain from a redit reporting to you (CRB) a credit report containing personal credit information (CRB) and the Client in relation to credit provided by the Contractor) about the Client in relation to credit provided by the Contractor. The Client agrees that the Contractor may exchange information about the Client with those credit providers and wiff related body contractor. It is a season and the client that the contractor is a contractor of the contrac

of payments).

(g) information that, in the opinion of the Contractor, the Client has committed a serious credit infingement.

(h) advice that the amount of the Client's overdue gramment is equal to the contractor of the Client's overdue gramment is equal to the Client's overdue gramment is equal to the Client shall have the right to request (by e-mail) from the Contractor.

tractor:
a copy of the information about the Client retained by the Contractor and the right to request that the Contractor correct (a) a copy of the information about the Client retained by the Contractor and the right to request that the Contractor correct my incorrect information: and cut the Contractor correct my incorrect information and interest to the Client of the Client Court of the Purpose of peet makeling. The contractor does not peet of peet makeling. The contractor was contracted in color to fulfill the collisions of this agreement or is required to be maintained and/or stored in accordance with the laws that the Client can make a privacy complaint by contracting the The Client can make a privacy complaint by contracting the contractor was ready and the contractor was a decision as to the complaint within thirty (30) days of receipt of the complaint, in the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www coalcops vus. Construction Contracts Act 2004 may apply.

Construction Contracts Act 2004 may apply.

Noting in this agreement is infended to have the effect of contracting out of any provisions of the Construction Contracts Act 2004 or Wasparn Australia, except to the construction Contracts and C

where applicable.

Trusts

If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Client coverants with the Contractor as follows:

(a) the contract extensits out in plate of Indemnity which the Client form of subsequently may have against the Trust and the rust fund.

The Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.

release the right of indemnity or commit any breach of trust or be a party to any other action which might preduce that right of londernity.

(c) The Client and the without consent in writing of the Contractor the Client and the without consent in writing of the Contractor the Client and the work of the Contractor that the contractor will not unexpend by which of consent), cause, contract the contractor will not unexpend to relief themsend of the Client as trustee of the Trust;

(i) the removal, replacement or retirement of the Client as trustee of the Trust;

(ii) any advancement or distribution of capital of the Trust;

(iii) any advancement or distribution of capital of the Trust;

(iv) any advancement or distribution of capital of the Trust;

(iv) any advancement or distribution of capital of the Trust;

(iv) any advancement or distribution of capital of the Trust;

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(iv) any advancement or distribution of the provision, nor shall affect that party to endors any provision of these terms and conflict or any advancement to which they advanced the provision of the courts of that state.

Subject to clause 16, the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages with under no circumstances shall exceed the Price of the Goods hire).

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The Contractor may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent. The Client cannot licence or assign without the written approval or

The Client cannot licence or assign without the written approval or the Contractor. The Contractor may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by the contract of the contract of the contract of the contract of the Contractor's subcontractors without the authority of the Contractor's subcontractors without the authority of the Contractor's but contractors without the authority of the Contractor of the Contractor subcontractors without the authority of the Contractor of the cont

the Client. 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. Both parties warrant that they have the power to either into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.