

# Hire

# All Temporary Fencing

# Sale

# 1300 405 100

## Construction, Pools, Events, Livestock

### 1.1 Definitions:

- (a) "Agreement" means the contract between *All Temporary Fencing* ABN 25 134 564 373 and the Customer for hire or sale of the fencing equipment.
- (b) "Fencing" means all fencing including panels, feet, supports, and other fencing components supplied to the Customer as per the agreement.
- (c) "Site" means the land or premises located at the address set out on the contract/quote where the Fencing is to be installed or supplied.
- (d) *Goods and Services Tax (GST)* is payable by the customer when a sale or hire is made under this agreement.

### 2 Payment

- 2.1 *All Temporary Fencing* will invoice the Customer immediately for the hire or sale of the Fencing.  
*The Hire Period as set out in section 3 is paid in advance and thereafter, at the hire charge rates that are set out in the Agreement.*  
All other charges are payable by the Customer in advance by way of Credit Card, electronic transfer, or cash.  
Account Customers will be required to pay in full their account at the end of each month.
- 2.2 All Account invoices will be sent to the Billing Address set out on the Agreement or emailed.
- 2.3 The Customer must pay the hire charge for the Minimum Hire Period, & any other amounts payable if any, in full unless otherwise agreed by *All Temporary Fencing* & a Customer in writing.
- 2.4 The customer agrees to pay *All Temporary Fencing* interest on all overdue balances at the current variable rate per annum charged daily plus an weekly administration fee.  
The weekly administration fee of \$30.00 will be charged to all overdue accounts on top of the variable interest rate.
- 2.5 All Sales unless sold to account customers are strictly payment upon delivery. Account customers must pay at end of the month.
- 2.6 All *Temporary Fencing* has permission to enter private property to remove the supplied items as per the invoice if full payment is not made by the due date.
- 2.7 All *Temporary Fencing* will try to avoid damage to any property belonging to a customer but will not be held responsible or liable for any damage incurred.
- 2.8 The customer agrees to remove all obstacles and locks otherwise *All Temporary Fencing* has permission to remove obstacles or cut padlocks.
- 2.9 The customer will also be liable for any additional legal costs and also debt collection costs incurred as a result of failing to comply to payment deadlines.
- 2.10 Extra charges as per section 5.3 will be charged on all sales that require collection.
- 2.11 Credit cards details will be stored if required as security while products are hired. If Invoice is outstanding or equipment damaged the required funds invoiced as sent by email or mail will be debited from the supplied credit card.

### 3 Hire Period

- 3.1 The Hire Period will commence upon receipt of the Fencing Material at the designated Site, and continues for the period set out in the Agreement and any extensions of that period.
- 3.2 All equipment remains on hire until requested to be picked up by the customer. It is the customer's responsibility to notify *All Temporary Fencing* when they require the fencing to be picked up.
- 3.3 The Minimum Hire Period is one week unless otherwise agreed in the agreement between *All Temporary Fencing* and the Customer.
- 3.4 The Customer will be Invoiced on a month by month basis after the initial hire period for extensions unless otherwise agreed to in writing by *All Temporary Fencing*.

### 4 Installation and Removal

- 4.1 *All Temporary Fencing* will arrange delivery of the Fencing to the Site and will install the Fencing approximately in accordance with the Customer's sketch or verbal directions.  
The Customer acknowledges that *All Temporary Fencing* may need to alter the position of the Fencing to accommodate services to the Site or other obstacles.
- 4.2 *All Temporary Fencing* will remove all the Fencing at the end of the Hire Period or unless *All Temporary Fencing* and the Customer agree in writing to extend the Hire Period.
- 4.3 The Customer may request *All Temporary Fencing* to install additional or remove part of the Fencing before the expiration of the Hire Period, subject to payment of extra time charges.  
This waiting charge is applicable with initial installation and removal also part pick ups and deliveries when excessive time is required. The fees are available on the website.
- 4.4 If *All temporary Fencing* is delayed from delivering or removing the Equipment from any location for any reason beyond its reasonable control, it may charge the Hirer additional delivery charges which are available on the website under waiting times.
- 4.5 No refunds are applicable in the event that the Fencing is returned prior to the expiration date of any Hire period.

### 5 Extra Charges

- 5.1 Additional fencing requested by the Customer will be charged for at standard hire rates as a new contract will be used for any additional orders.
- 5.2 The removal of Fencing will not excuse the customer from the payment of the agreed hire charges for the Fencing.
- 5.3 The Customer will pay *All Temporary Fencing* the cost of labour (including travel time) for the installation or the removal of any Fencing at the hourly rate.
- 5.4 The Customer will pay *All Temporary Fencing* a minimum charge to remove part/s of the Fencing prior to the expiration of the Hire Period and to provide any additional Fencing.
- 5.5 The Customer will pay *All Temporary Fencing* for all repairs or cleaning required so *All Temporary Fencing* can resell the items again.
- 5.6 The Customer will be charged a 20% restocking fee on all new items returned after more than 3 days from date of invoice. Cleaning fees as per section 5.5 still also apply if required.

### 6 Movement of Fencing

- 6.1 The Customer may (at its own risk) subsequently move or alter the position of the Fencing on the site.
- 6.2 *All Temporary Fencing* accepts no responsibility for any loss or damage, as a result of any movement of, or alteration to, the Fencing after the initial installation by *All Temporary Fencing*.
- 6.3 The Customer will pay *All Temporary Fencing* a minimum hourly rate for any relocation of fencing we supply labour for after the initial installation.

### 7 Loss & Damage

- 7.1 The Customer is responsible for theft and damage to the Fencing and/or its components while on hire.
- 7.2 The cost of replacement/repairs of the Equipment will be charged to the customer in accordance with the Damaged & Lost Equipment Schedule published on *All Temporary Fencing's* website.
- 7.3 Under no circumstances will title to the Equipment or any part of it pass to the Hirer unless purchased with a separate contract.
- 7.4 The Customer will pay *All Temporary Fencing* for repainting Hoarding for graffiti and poster bill repairs on a per hour basis plus parts plus GST.
- 7.5 The Customer is responsible for all repair costs to the Fencing and equipment to restore the equipment to its original state for rehire by *All Temporary Fencing*.
- 7.6 In addition to any other obligation the Hirer may have to *All Temporary Fencing*, the Hirer will be liable for all losses including consequential losses, incurred by *All Temporary Fencing* arising out of the Equipment not being returned within reasonable business hours.
- 7.7 Where a waiver charge has been charged to the Hirer, *All Temporary Fencing* agrees to waive its rights to claim for loss or damage caused by theft, burglary, fire, storm, accident or collision to the Equipment caused by if:
  - 1) *All Temporary Fencing* is provided with a police report confirming the circumstances of the Loss and:
    - a) the Hirer has taken adequate precautions to safeguard the Equipment;
    - b) subject to the Hirer having prepaid an excess for accidental loss and damage.
  - 2) Expressly excluded from this waiver is loss or damage caused by:
    - a) loss or damage due to misuse, abuse, or use of the Equipment in contravention of the Terms and Conditions of hire;
    - b) loss or damage to items on which the waiver premium is not charged or where it has been charged but not paid;
    - c) theft of the Equipment unless secured in a locked compound, mysterious disappearance or wrongful conversion of the Equipment;
    - d) loss or damage during transport except where transported by *All Temporary Fencing*;
- 7.8 The Customer agrees to pay for the hire costs of the damaged equipment until the damaged equipment is paid in full.

### 8 Customer Obligations

- 8.1 The Customer will:
  - (a) Prior to the installation of the Fencing notify *All Temporary Fencing* of the position of any services on the Site. This includes but is not limited to telephone, gas, sewerage, water, and electricity.
  - (b) Accept full responsibility for the safe-keeping of the Fencing.
  - (c) Indemnifies *All Temporary Fencing* for all loss, theft of or damage to the customers property or any injury to any person/person's arising from the possession or use of our equipment during the hire period whether from the negligence of the Customer or *All Temporary Fencing*.
  - (d) Not be entitled to claim any ownership over fencing nor sell, transfer, mortgage, charge or encumber in any way.
  - (e) Not be entitled to remove the Fencing from the Site or allow it to be removed without *All Temporary Fencing's* written permission.
  - (f) Ensure that the Fencing is returned to *All Temporary Fencing* in the same condition as it was delivered (fair wear and tear only excepted)
  - (g) Except as provided in this Agreement not move *All Temporary Fencing's* equipment from the site it was delivered.
  - (h) Pay to *All Temporary Fencing* all hire and related charges and other costs as stipulated in accordance with the *All Temporary Fencing's* payment terms as set out in the agreement.

### 9 Termination of Hire/Sale

- 9.1 Without prejudice to any other remedies available to *All Temporary Fencing* and notwithstanding the agreed Hire/Sale agreement, *All Temporary Fencing* may terminate the Agreement without notice to the customer if the customer breaches any of the Conditions of Hire; is wound up; goes into voluntary liquidation; files for bankruptcy; fail to pay their when due.
- 9.2 Upon termination of this Agreement:  
*All Temporary Fencing* shall be entitled to take possession of the Fencing;  
The Customer irrevocably authorises *All Temporary Fencing* to enter the Site; & agrees to indemnify them in respect of all claims, damages & expenses associated with recovery of equipment
- 9.3 *All Temporary Fencing* shall be entitled to take possession of the Fencing without authority of the Customer if the Customer fails to comply with payment terms as described in section 2.

**10 Warranty**

- 10.1 It is the customer's responsibility to ensure that all goods purchased are suitable, safe and can be used individually or combined for the intended use. The customer agrees they have the expertise to make this decision.
- 10.2 *All Temporary Fencing* and the Customer agree that if the Customer suffers any loss, damage or claim, of any kind as a result of hire or sales of the Fencing, the liability of *All Temporary Fencing* is limited at its option to the repair or replacement of the Fencing. It does not include economic or consequential damages of any nature whatsoever.
- 10.3 All items listed on an invoice or a signed Despatch docket will be deemed to have been received in new condition and useable for the task. Unless the seller is notified in writing within seven days of the despatch/delivery date and items return to our depo at customer expense within 10 days no warranty will be given. Any extension to this time frame must be given in writing.
- 10.4 All items returned must in new condition and unused. Any items that have been used will not be accepted for consideration for warranty.
- 10.5 All Items excepted for returns can only be used for credit as allowable by law.
- 10.6 The seller is not liable for any extra cost incurred to the consumer from a part/parts being faulty.

**11 Changes to Terms and Conditions**

- 11.1 *All Temporary Fencing* may amend these Terms and Conditions at any time by publishing the amendments on its website. or otherwise notifying the Hirer
- 11.2 The amended terms and conditions will apply to any hire of Equipment from the time the amendments are published on *All Temporary Fencing's* website

**12 Miscellaneous**

- 12.1 The person signing this Agreement for and on behalf of the Customer hereby covenants with *All Temporary Fencing* that he or she has the authority of the Customer to make this Agreement on the Customer's behalf
- 12.2 The person signing this Agreement is therefore empowered by the Customer to bind the hirer (that is the Customer) to this Agreement.
- 12.3 Therefore indemnifying *All Temporary Fencing* against all losses and costs incurred by *All Temporary Fencing* arising out of the person so signing this agreement not in fact having such power and/or authority.
- 12.4 All prices are subject to change and may increase without notice
- 12.5 All items sold by *All Temporary Fencing* are subject to a wall thickness tolerance of 0.2mm.
- 12.6 *All Temporary Fencing* will not on sell or release any information collected from it's customer's unless required by law.
- 12.7 All Quotes are valid for Two weeks from the date of issue.

By Signing this document you agree to the terms and conditions stated above.