

# Terms of Hire and Supply

## Payment Terms

I/we agree to pay our account by 20<sup>th</sup> of the following month for Businesses or 7 days after the invoice date for Private Individuals. An account is not deemed to have been paid until funds are cleared. I/we also understand and agree to pay any interest costs at the current bank business overdraft rate plus 2% calculated daily from the date when payment was due, until made in full, as well as any collection charges, legal fees, salvage charges, storage costs and any other costs incurred in the event of late payment. I/we also understand that Scafit Ltd reserves the right to allocate payments against individual items on invoices and not necessarily the whole of an invoice. No retention's applicable or offsetting.

## Reservation of Title

I/we agree that title in any goods supplied for hire is reserved by Scafit Ltd regardless of whether the title is registered on the Personal Property Security Register (PPSR) when the hire exceeds 6 months or not, and that all goods sold/hired remain the property of Scafit Ltd until receipt of full payment. Scafit Ltd reserves the right to register an interest on the Personal Property Security Register (PPSR) on plant materials and equipment hired out or sold without forwarding a verification statement. I/we also understand and agree no assignment, not to rehire or supply material and equipment supplied by Scafit Ltd, to a third party.

I/we agree that in the event of a payment default or in the event of disregard for the terms of this agreement by the hirer or purchaser, then Scafit Ltd are entitled (for themselves or through any agent or employee) to come on to any land, where the goods supplied or leased, are being held or used, to uplift them.

## Our liability to you

I/we understand that goods hired or supplied by Scafit Ltd are done so under the rules of the Construction Contracts Act and any disputes must be set out in the payment schedule served on Scafit Ltd within 20 working days of receipt of invoice.

If I/we are not satisfied with any aspect of the services supplied, I/we must advise Scafit Ltd within 7 days of completion. If

I/we do not do so, then Scafit Ltd will not have any further liability in respect of alleged defects. Further, Scafit Ltd are not liable for any consequential damages or loss occasioned by any claim in respect of the services supplied. The total liability to Scafit Ltd for any loss or damage in such circumstances is in any case capped at the price agreed between us for supply of services. I/we understand and agree that if the hire/supply agreement with Scafit Ltd is in the name of a company, (not an individual) that we advise Scafit Ltd of any change of ownership or status immediately. I/we also accept responsibility to obtain all permits and to obey all the rules and regulations required to carry out the work safely and compliantly.

## Scope of work

Scafit Ltd undertakes to carry out the work as quoted with reasonable skill and care and to carry out the work within the time frames agreed on acceptance of our proposal. Delivery of the goods will take place at a mutually agreed time.

## Access

I/we will allow or arrange access to the site for Scafit Ltd for the purpose of carrying out the work; I/we understand that Scafit Ltd will not accept responsibility for delays that result from restricted access caused by the client or other parties.

## Health and Safety

I/we understand that Scafit Ltd will adhere to the rules and procedures of the Health and Safety at Work Act 2015 and Industry Good Practice Guidelines but will not be responsible for delays caused by others who do not follow the correct work site safety policy.

## Damage to Goods or Equipment

I/we understand the risk of damage or loss rests with us, the hirer/purchaser, and that all goods supplied must be insured by us against loss or damage and that we must inform Scafit Ltd if the goods hired or supplied are damaged or at risk of damage or contamination immediately.

## Repairs and Damage

I/we accept that we are responsible for any damage caused to hire plant, hire equipment, or hire materials and that we

will be invoiced accordingly for the cost of repairs or replacement.

## Force majeure

Scafit Ltd is not liable for failure or delay in supply or delivery occasioned by strike, industrial dispute, natural disaster, shortage or unavailability of stocks, delay in transit, import restriction, fire, flood, hostilities, Covid and other pandemics commotions or whatever beyond Scafit Ltd's reasonable control.

## Additional Work

I/we understand and agree that Scafit Ltd will carry out additional safety work as required up to the value of \$250.00; if work exceeds that figure Scafit Ltd will contact me/us first for approval.

## Cancellation and Suspension of Hire

I/we agree and understand that Scafit Ltd reserves the right to cancel any contract if in Scafit Ltd's opinion there is a safety or commercial risk in continuing to supply. I/we also understand and agree that this supply contract is covered by the rules of the Construction Contracts Act and that Scafit Ltd has the right to suspend services in the event of late payment, provided it does so within the rules of the Construction Contracts Act.

## Privacy Act

I/we give authority for Scafit Ltd to hold my personal information and authorise any person or company to provide Scafit Ltd with payment habits and trend details of this job instruction and any future dealing I/we may have as a result of this job instruction. I/we understand that this information is collected for the purposes of establishing my credit rating.

## Supply Installation and Construction

All equipment supplied and built by Scafit Ltd will comply with Health & Safety and other relevant regulations. I/we agree to advise Scafit Ltd if there are any alterations changes or movements made to fences or scaffolding erected. I/we understand we take responsibility for any injury or damaged caused by any alterations or changes made to installations