

TRADING TERMS & CONDITIONS

1 GENERAL TERMS & CONDITIONS

- 1.1 Prices and rates do not include GST.
- 1.2 A minimum Hire period of 4 weeks applies to all superAccess equipment.
- 1.3 Hire of equipment starts as agreed if no date agreed to;
 - a) Hire only, no installation or labour when first load of equipment arrive on site.
 - b) Hire and installation by superAccess. Hire starts when superAccess install first delivery or section or part of works.
- 1.4 For large works, 2 to 4 weeks' notice is preferred for installation and dismantle dates.
- 1.5 Any relocation or alteration or additional works required after installation will be quoted on request and additional to the quoted price.
- 1.6 Customer to provide all equipment and operators for all equipment including but not limited to; cranes, EWP, Boom Lift, truck access platforms, forklift and any other equipment required for loading, unloading trucks, installation, dismantle and alteration of the works.
- 1.7 Customer to provide any signage, lighting, traffic control and all other safety equipment to perform our work safely or as required.
- 1.8 Customer to cover any gap, hole or aperture and provide all other safety requirements not specifically quoted.
- 1.9 Customer to provide safe ramping and steps.
- 1.10 For any delay or waiting, the Customer will be charged for a waiting / delay time for labour, transport and or other things as per current price list or prices quoted.
- 1.11 Clear access is required prior to commencement of works.
- 1.12 SuperAccess do not accept responsibility for Customer supplied measurements.
- 1.13 Quotation is subject to stock availability, superAccess Terms and Conditions and site inspection.
- 1.14 Structural inspection of the superAccess equipment / structure will be done on request
 - or when we believe it is required or periodically at the rate quoted.
- 1.15 If it is not specifically written or specified on this quotation, it is not supplied or fixed by superAccess and the Customer is responsible to supply and fix and/or make good and safe any items or things not specified by superAccess.
- 1.16 Maintenance, safety, care and inspection of the equipment supplied by superAccess is the Customer's responsibility.

- a) Ordinary hourly rate from 7:00am to 3:30pm, \$95.00 per hour per person.
- b) Penalty hourly rate from 3:30pm to 7:00am, \$125.00 per hour per person.
- c) Saturday, Sunday & public holiday \$125.00 per hour per person, other times POA.

- 2.4 For superAccess Supervisor, Engineer, Drafting Manager or Project Manager or Management Personnel:
 - a) Ordinary hourly rate from 7:00am to 3:30pm, \$125.00 per hour per person.
 - b) Penalty hourly rate from 3:30pm to 7:00am, \$168.00 per hour per person.
 - c) Saturday, Sunday & public holiday \$168.00 per hour per person, other times POA.
- 2.5 For independent consulting engineer, engineering reports or others POA.
- 2.6 GST not included in hourly rates above:
 - a) Additional tools and equipment to be invoiced as per hire rates applicable for such items. Hire rates are available, request a copy if required.
 - b) For complete Terms and Conditions of Labour Hire, request a copy if required. Terms and Conditions of Labour Hire forms part of these Terms and Conditions.
 - c) The customer accepts all Terms and Conditions of Labour Hire on start of work or instructions as per (f) below.
 - d) The hourly rates are payable within 7 days of invoice or as per agreed written terms. If no written agreement, 7 days payment will prevail.
 - e) Hourly rates commence as per telephone order or verbal instruction or as per written agreement or order or timesheet and or when work commences from superAccess premises and or on site, whichever comes first.
 - f)(i) No charges will apply for cancellation in writing before 10:00am the previous day.
 - (ii) Any cancellation after 10:00am the previous day will incur 5 hours per person minimum labour hire charge.
 - (iii) Cancellation on the same day will incur 8 hours per person minimum labour hire charge.

3 TERMS & CONDITIONS OF LABOUR HIRE

- 3.1 The Customer will pay Preston superAccess Pty Ltd all charges for hours on this worksheet for the work at the current Price List Rate or the rate specified in all superAccess written quotation and as specified below:
 - (a) A minimum of five (5) hours per man on site.
 - (b) Hourly rates per man start from superAccess premises and finish on return to the superAccess premises (yard to yard).
 - (c) A minimum of five (5) hours work per man will be charged for waiting time or cancelled jobs or inclement of weather or any delays out of superAccess's reasonable control.
- 3.2 The Customer irrevocably agrees to the Terms and Conditions of Labour Hire herein and the information and times stated by his signature on the reverse or on this sheet or as per 3 below.
- 3.3 Written or verbal request for labour or our travelling to site or our commencement of Work will be acceptance of the Terms and Conditions of Labour Hire and the start of the hourly rates to be charged to the Customer. Prior to installation and removal of equipment, the equipment and the surrounding must be cleared and cleaned of all debris, materials, etc. and a clear access
- 3.4

- for the installation or removal of such equipment or working.
- 3.5 SuperAccess reserves the right to charge for any loss, vandalism, damage or misuse of superAccess equipment.
- 3.6 Modifications or any extra work, labour, materials, equipment, etc. are to be invoiced as per charge-out rates specified in written Quotation or current Price List.
- 3.7 The Customer to provide forklift and driver and crane and crane crew (driver and dogman) for unloading, loading, installation, dismantling, alterations, removal and relocating of equipment if crane is needed by superAccess (unless otherwise agreed in writing), any delays or waiting for Crane will be charged per man per hour.
- 3.8 SuperAccess to install or dismantle in only one operation, any delays, waiting, inclement weather or call-backs will be charged to the Customer.
- 3.9 It is the responsibility of the Customer to provide all scaffold equipment including Elevated Work Platform (EWP) with certified operator and scaffolders required for any equipment installation or alterations and removal when required by superAccess.
- 3.10 All superAccess prices are based on work being carried out Monday to Friday, 7:00am to 3:30pm (normal working hours). After hours, weekends or Public Holiday work has not been allowed for, unless stated in writing. Work performed out of normal working hours will incur additional penalty charges as per current Price List.
- 3.11 Supervision, general day to day maintenance, compliance of safety rules and proper use of the equipment is the responsibility of the Customer (see Terms and Conditions of Hire).
- 3.12 All monies payable will be paid in full and shall be free of set off, counter claims, retentions or deductions unless approved in writing signed by both parties.
- 3.13 Terms of Payment for all labour, invoices are net seven (7) days, from date of invoice unless otherwise specified or agreed to.
- 3.14 The Customer will pay superAccess on demand from time to time interest on the amount of any payment or part of any payment which is overdue, such interest to be calculated on a daily basis at the rate of 2% for each period of thirty (30) days from the date of the invoice up to the date of actual payment and an administration fee of \$150.00 for each period of thirty (30) days for any overdue accounts.
- 3.15 The Customer agrees to pay superAccess on demand on a solicitor and client basis all legal costs incurred by superAccess in endeavouring to recover any overdue payment or as a result of any breach by the Customer of the Terms and Conditions of Labour Hire.
- 3.16 If there is a delivery of any equipment to site, this will be charged separately.
- 3.17 Whilst every effort is made to arrive on site at the specified time, no liability whatsoever shall be accepted for any delay which may occur.
- 3.18 The signature of any officer, employee or agent of the Customer is sufficient evidence of authority to sign on behalf of the Customer who cannot repudiate or deny any such authority.
- 3.19 The Customer must ensure at no cost to superAccess (unless otherwise specified in writing):
- (a) Compliance with all requirements of authorities with respect to the work or use, install and dismantle of equipment and the payment of all fees and obtaining of all necessary consents and permits in connection therewith.
 - (b) That the site is cleared and ready for the work or for use install, or dismantle of the equipment and that the foundations or structure upon which the equipment is to be located are sufficiently firm and otherwise

- suitable to safely carry the equipment and the load without subsidence or damage.
- (c) That all site amenities such as crib ablation, storage, first aid, etc. are present and available for superAccess.
 - (d) Suitable access to and egress from the site, adequate to suit the mode of pickup and delivery.
 - (e) That there is sufficient accessible storage or clear space facilities at the point of delivery for the equipment.
 - (f) That there is provided lighting, hoarding, water proofing, safe power supply, public protection, covering of power lines and other such facilities as might be considered necessary for the requirements of authorities or in the interests of safety.
 - (g) Provision of necessary engineering computations, reports, inspections, etc.
 - (h) The cleaning of the equipment and the removal of any hazardous or dangerous substances or particles prior to the movement or dismantling of the equipment.
 - (i) The inspection of equipment every seven (7) days and also immediately after severe storms or other adverse conditions and the implementation of any remedial actions required as a result of those conditions.
 - (j) All safety equipment, safety fence, EWP, safety harness and lines as required are to be supplied, installed, removed and replaced by the Customer as required.

4 TERMS AND CONDITIONS OF SUPERACCESS™ HIRE

- 4.1 In these Terms and Conditions of Hire 'Owner' means PRESTON SUPERACCESS PTY LIMITED.
- 4.2 The Owner retains the right to refuse or terminate hire and to adjust or vary hire prices at any time without notice.
- 4.3
 - a) The period of hire shall be deemed to commence on the day upon which the equipment leaves the Owner's depot and shall be deemed to continue until the day upon which it is returned thereto (both days inclusive).
 - b) Unless expressly stated otherwise in writing by the Owner the Hirer will pay a minimum 4 weeks hire charge as original hire and thereafter hire for any week or thereof will be charged a whole week.
 - 4.4 The Hirer shall pay promptly all hire charges as and when they fall due. Unless otherwise expressly provided to the contrary, all hire charges shall be paid within 30 days of the date of invoice for the same.
 - 4.5 Unless expressly stated to the contrary, all hire charges are quoted 'ex depot'. Unless expressly agreed to the contrary, the Hirer shall be responsible for arranging the cartage of equipment from and back to the Owner's depot and for unloading and reloading of same at the Hire's site and all cost and expenses in relation thereto. In the event of the Owner agreeing to deliver equipment from or back to the Owner's depot and or for unloading or reloading of same at the Hirer's site, the Owner may charge the Hirer for all costs and expenses incurred by the Owner in relation thereto.
 - 4.6 If the Hirer makes default in due payment of any invoice or otherwise in the performance or observance of any of the terms or conditions contained herein or if the Hirer goes into liquidation or if a receiver and a receiver and manager of any of the Hirer's undertakings or assets is appointed or if the Hirer proposes or makes any composition or arrangement with its creditors or if the Hirer becomes bankrupt applies to take the benefit of any law for the relief of bankrupt or insolvent debtors compounds with his creditors or makes as assignment

of his remuneration for their benefit, the Owner shall have the right forthwith to terminate hire without notice to the Hirer and then shall be entitled then and at any time thereafter at the expense in all things of the Hirer to enter upon the Hirer's site or premises with workmen and others and vehicles, cranes and other equipment and remove the equipment therefore but without prejudice to any action or other remedy which the Owner has or might or otherwise could have for arrears of hire-charges or other sums due for any breach of the Hirer's obligations hereunder or for damages that are a result of any event and thereupon the Owner shall be freed and discharged from any actions suits claims or demands by or obligations to the Hirer under or by virtue of any contract of hire.

- 4.7 Should the Owner be unable to recover all or any part of the equipment on termination of hire, then the Hirer shall on demand pay the Owner the current new or replacement price for any such equipment as per Owner current price list.
- 4.8 During the hiring and until the equipment is redelivered to the Owner, it shall be at the risk of the hirer in all respect. At the termination of the hiring, the Hirer shall return all equipment to the owner complete and in good condition. The Hirer is required to have the equipment insured against all forms of physical loss or damage for not less than (Replacement Value or as per the value established on Owner's Invoice or Owner's current price list). The Hirer shall on demand pay the Owner the current price for any equipment not returned and the owner may charge the Hirer for all costs and expenses incurred in relation to repair or refurbishment of any damaged equipment so returned.
- 4.9 The equipment must remain in the Hirer's possession at all times during the currency of the hiring and must not be transferred to any other sites, persons or Companies without the written permission of the Owner.
- 4.10 The Hirer is responsible for the clearing and preparation of the site in particular to ensure that the foundations upon which the equipment is to be erected are sufficiently strong and otherwise suitable for the safe carriage of the equipment and its loads.
- 4.11 The Hirer shall be responsible for obtaining any approval from and giving all or any requisite notices to any relevant authorities and for the payment of all or any fees in connection therewith.
- 4.12 If the Hirer retains possession of all or any part of the equipment after the termination of hire, the Hirer shall pay the Owner as and for liquidated damages for each week and or part thereof that the Hirer retains such equipment the same rates of hire as were payable immediately prior to the termination of hire or such rates as are applicable after any change or variation.
- 4.13 The Owner shall be entitled to affix to the equipment or enface on the equipment before or during hire a sign exhibiting the Owner's name, address or other detail or information as the Owner thinks fit and the Hirer shall not interfere with remove or obscure such sign.
- 4.14 The Hirer shall not fix any of the equipment so that it becomes a fixture forming part of the freehold.
- 4.15 The Owner may at any time enter upon any site or premises of the Hirer to inspect the equipment while it is in the possession or power of the Hirer.
- 4.16 All overdue accounts and all liquidated damages carry interest at the rate of 2.0% per month (24% per annum) until payment or judgment.
- 4.17 Any stamp duty payable on hire shall be payable by the Hirer and if the Owner pays the same it shall be reimbursed by the Hirer.
- 4.18 The Hirer hereby acknowledges by the signing of this document that he/she has read and or is aware of the price list and schedule of Hire Rates of the Owner operative at the time of hiring.
- 4.19 10% GST is excluded in all hire & services provided.

- 4.20 Delays or waiting time will be charged on labour and transport.
- 4.21 Written acceptance or the delivery or pick up of the equipment constitutes acceptance of items on delivery or return docket and of the Terms and Conditions of Hire.
- 4.22 Current SuperAccess Rental Price List and any following amended Rental Price List forms part of these Terms and Conditions of Hire.

5 GENERAL NOTES ON ALL DRAWINGS DR213-26

The General Notes on All Drawings forms part of all superAccess/Subcontractor drawings and must be included in the Subcontract or is to be Annexed to the Subcontract.

- 5.1 **FOUNDATION/SUPPORT**
Unless otherwise noted, timber soleplates to be supplied by builder. Where superAccess equipment is supported, suspended, anchored or tied to an existing structure or ground, the Contractor/Customer must ensure that the structure or ground is adequate to safely support or hold the additional imposed loads. If necessary the Contractor/Customer will supply additional members to ensure that the imposed loads are adequately distributed onto the supporting surface or structure.
- 5.2 **MODIFICATION**
Drawings have been prepared using the Safe Working Loads of the superAccess components specified. No alteration to components, assembly, loading or any other aspect must be made without the expressed written authority from superAccess.
- 5.3 **TYING AND BRACING**
The Contractor/Customer is responsible for ensuring all superAccess structures remain adequately tied and/or braced to carry the load and ensure stability. No ties or braces are to be removed or altered in any way without the expressed written authority from superAccess.
- 5.4 **OBLIGATION AND RESPONSIBILITIES**
Drawings constitute superAccess's Risk Assessment. It is the Contractor's/Customer's responsibility to ensure that persons working for the Contractor/Customer or superAccess who erect or dismantle superAccess structure and or components should be properly supervised, inducted and/or trained. The elimination of general risk in the use of temporary works is by use of good practice. Guidance can be found within relevant Codes, WHS publications and guides. Wherever possible, risk is designed-out of this proposal during the design process.
***** DO NOT TAKE RISK! – IF IN DOUBT, ASK*****
This document has been prepared as a result of the information provided by the Contractor/Customer. It is essential that the Contractor/ Customer checks the drawings and information on the drawings and is satisfied that all the details and dimensions are correct and is fit for the purpose intended. The drawings will identify what is supplied and not supplied. If there is no mention of an item or work, it is not supplied or part of superAccess Scope of Work.
- 5.5 **CHECK THE DIMENSIONS**
SuperAccess makes every effort to ensure that the information on the drawings is correct, it is the Contractor's/Customer's responsibility to satisfy themselves regarding the following matters:
- the ground or structure is adequate to support the equipment;
 - the building or structure details given or sent to superAccess are correct;
 - the layout of the equipment involved is as proposed and fit for the intended purpose;
 - proper erection and dismantling procedures are in place;
 - the proposal is practicable; and

- the requirements for safety have been satisfied.

Our teams are ready and available to assist either on site, or by telephone, should any matters of concern arise regarding the use, erection or dismantling of the superAccess structure or components described within this document and the drawings.

5.6 AUSTRALIAN STANDARDS AND BCA REQUIREMENTS

Australian Standards and BCA requirements are not compulsory on temporary works and are taken into considerations at the total discretion of superAccess unless the Contractor/Customer clearly identify and specify in writing the specific requirements to be complied with. If not specified in writing by the Contractor/Customer, superAccess does not have to comply.

5.7 ENGINEER'S CERTIFICATION

All drawings are for indicative purposes only and actual structural design may vary to suit site conditions and alterations as required at the time of installation. Engineer's Certification is on the illustrative design only and may require a review if the structural design is altered. If a new drawing is required, the request must be in writing.

5.8 SURVEY INFORMATIONS

SuperAccess do not warrant the accuracy of survey information.

5.9 COPYRIGHT

All drawings, designs, concepts, method of uses, ideas are and remain the Intellectual Property of superAccess and is subjected to the Common Laws and the Laws of Copyright. It must not be used, copied or distributed without written permission from superAccess.