



0466 377 659

**ON-X Hire Pty Ltd
Trading As ON-X Temporary Fencing**

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HIRE TERMS AND CONDITIONS

1. DEFINITIONS

"ON-X Hire" refers to ON-X HIRE PTY LTD

"Owner" refers to ON-X Hire.

"Hirer" refers to the person, customer, company or corporation hiring Plant from the owner.

"Hire Charge" or "Hire Charges" means the rates and charges payable by the Hirer for the hire of the Plant and/or Equipment.

"Hire Period" The time period to which the agreed hire start date and hire end date will apply

"Hire To Date" refers to the end date of the Hire period.

"Off Hire" refers to the date that You (the Hirer) expects the Hire Period to end. Until the items are removed from site, they remain the responsibility of the Hirer. Allow 1-5 working days for all off-hire collections.

"Plant" means all equipment including tools, accessories and parts supplied to the Hirer associated with Temporary Fence.

2. TERMS OF PAYMENT

All Hire Charges and other fees, charges and costs that become due and payable under this Hire Agreement within 30 days of the date of invoice, for approved Accounts / Supplier agreements. All other Hirer invoices should be pre-paid in order to be scheduled for delivery.

If You (the "Hirer") do not pay the invoice in full by the payment due date, a late payment fee of \$100.00 (plus GST) will be charged, in addition to any other costs recoverable under this Hire Agreement:

- (a) interest, calculated monthly, on the total outstanding balance (month on month) of 2%; and,
- (b) any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs) incurred by the "Owner", in recovering any unpaid amounts under this Hire Agreement.

3. CONDITIONS

3.1 The "Hirer" acknowledges that they are not relying on any representation made by ON-X Hire in respect of the performance of the Plant.

3.2 The Plant is to remain at the site nominated on the agreement and not transferred to any other site.

3.3 The "Hirer" takes all responsibility for any damage to the Plant or any damage to other property, during the period of the hire. The "Hirer" shall indemnify ON-X Hire from any claims from the "Hirer" or any third person.

3.4 No other advertising materials, signage or shade cloth (other than those installed and used by the Owner) shall be attached to the Plant or any fencing panels without the express written approval of ON-X Hire.

3.5 The "Hirer" may either undertake self-installation (provided all the necessary OH&S requirements are met

for the particular site and approved by the head contractor or principal responsible for the site) or engage ON-X Hire as an agent of the "Hirer" to erect the temporary fencing. The fees charged by ON-X Hire to act as an agent to erect the temporary fencing are included in the rates of hire, unless stated separately the "Hirer" shall have a representative on site to direct Plant location and confirm the quantity of panels delivered.

If a "Hirer" representative is not available, verbal directions or a plan of the site with the Plant, fencing (&/or equipment) location should be provided to ON-X Hire prior to the scheduled delivery date.

3.6 All underground services located within the line of proposed fencing or power pole location shall be advised to ON-X Hire.

3.7. A "Hirer" representative shall be available on collection to confirm quantities and agree on any damage to the Plant. If a representative cannot be present, the "Hirer" agrees to accept the quantity and condition stated by ON-X Hire.

3.8 If the "Hirer" wants to relocate or dismantle any portion of fencing, they do so at their own risk. Correct man handling techniques recommended by Worksafe should always be employed to reduce the risk of personal injury.

3.9 Site Conditions / Access:

- (a) No allowance has been made for unreasonable site conditions such as, but not limited to; sloping terrain, excessively wet sites &/or mud, obstructed access, obstructed egress etc... additional fees will apply or a wasted truck visit fee (WTV) will be charged to the Hirer where installation was not possible.
- (b) No allowance has been made for traffic control within the agreed fees.

3.10 The agreement is based on the expectation that the delivery truck can access the site to allow the Plant to be unloaded and collected at their place of installation. If manhandling of the Plant is required to carry any Plant to their final location a record of the additional time will be kept and charged at an additional fee as per the Schedule of Rates.

3.11 The hire is for the period stated in the agreement. Any extension to the hire period of Plant will be subject to availability & additional costs based on a weekly or monthly basis depending on the item hired. It is the responsibility of the "Hirer" to advise the Owner and 'off hire' the Plant. The agreement only allows for one pick up date per hire Plant. Split pick-ups will be subject to additional fees and charges.

3.12 The "Hirer" must ensure the Plant is maintained in good order and prevent any damage during the hire period. Any damage apart from normal wear and tear will be liable for payment of additional fees. The "Hirer" accepts that any damage or missing/stolen Plant shall be subject to additional replacement fees payable to ON-X Hire. Any missing or damaged Plant shall remain the property of ON-X Hire. The "Hirer" agrees to fully reimburse ON-X Hire for any stolen or damaged Plant at set rates stated by ON-X Hire.

3.13 Stolen Plant or Equipment:

- (a) Any persons/company found with Plant stolen from ON-X Hire will be prosecuted.
- (b) The hire contract shall be terminated by ON-X Hire and the Owner reserves the right to recoup all monies owed at any time during the hire period if:
 - - The "Hirer" breached any condition of the contract
 - - The "Hirer" fails to make payment of monies owed
 - - The "Hirer" declares bankruptcy, or intends to wind up their company
 - - The "Hirer" puts the rights of ON-X Hire Plant at risk

3.14 If any Plant falls over due to acts of nature or by vandalism, then the "Hirer" can either reinstate the Plant or engage ON-X Hire as agent to reinstate the Plant. A fee to reinstate the Plant shall be charged based on time/cost.

3.15 If the "Hirer" has more than one contract on different sites with ON-X Hire, any breach on any one contract as detailed entitles ON-X Hire to remove all or any ON-X Hire Plant or equipment on any other site the "Hirer" may also have other hire contracts on.

3.16 The terms and conditions of ON-X Hire abide for the full time the Plant is out on hire, including if the rental hire is extended, or if the hire period has expired, but the Plant or equipment has yet to be picked up by ON-X Hire.

3.17 If a contract is terminated, ON-X Hire is allowed without prejudice to enter the work site where the Plant is located to recover the Plant. The "Hirer" indemnifies ON-X Hire for any claims or damages in recovering the Plant.

3.18 If the Hire items delivered to site are not in 'good working condition' or as per the agreed quality expected, the Hirer must notify ON-X Hire within 24 HOURS in writing (via email) in order for ON-X Hire to

remedy the contractual arrangement. Failing this, it will be taken that all delivered items to site were in 'good working condition' and accepted by the Hirer as in 'good working condition'.

4. INDEMNITIES AND EXCLUSION OF LIABILITIES

4.1 All guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to this Hire Agreement or its subject matter are excluded to the maximum extent permitted by law.

4.2 The "Hirer" takes all responsibility and indemnifies ON-X Hire against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against ON-X Hire and any environmental loss, cost, damage or expense) in respect of:

- (a) personal injury, death or permanent disability;
- (b) damage to property; or
- (c) a claim by a third party

5. EQUIPMENT REPLACEMENT COSTS FOR STOLEN, LOST & DAMAGED ITEMS & REPAIRS:

TEMPORARY FENCING & ACCESSORIES REPLACEMENT FEES

FENCE PANEL	\$62 PER PANEL
FENCE BASE	\$21 PER BASE
FENCE CLAMP	\$3.50 PER CLAMP
STAR PICKET	\$7.50 PER PICKET
BRACING	\$30 PER STEEL BRACE
BRACING WEIGHTS	(FENCE BASE X 3 \$63)

OTHER FEES

TEMPORARY FENCE MAINTENANCE OR RELOCATIONS (on same site):

ATTENDANCE FEE \$120

LABOUR RATE (30 MINUTES) \$70