



GENERAL HIRE AGREEMENT TERMS AND CONDITIONS

These Hire Agreement Terms Conditions will apply to the exclusion of any other conditions proposed by the Customer, unless agreed by Probuilt Scaffolds and the Customer in writing. Probuilt Scaffolds agrees to hire Equipment to the Customer only on terms set out in this document. Probuilt Scaffolds will not hire Equipment to the Customer unless it first completes and signs (or otherwise accepts in the manner required by Probuilt Scaffolds) these Hire Agreement Terms and Conditions and such other documents as Probuilt Scaffolds may require. Each annexure, schedule and other document associated with this Agreement is not a separate contract but forms a part of this hire agreement between Probuilt Scaffolds and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. The customer agrees to receive hire schedules and all associated documentation by electronic means. Probuilt Scaffolds may in its absolute discretion decline to hire Equipment to the Customer at any time if it has a reasonable basis to do so.

These Hire Contract Conditions may be changed by Probuilt Scaffolds from time to time by Probuilt Scaffolds giving notice of the amendment to the Customer. Notice is deemed given when Probuilt Scaffolds does any of the following:

- (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
- (b) publishes the amended terms on its website www.easypeasyscaffolding.com.au; or
- (c) displays the amended terms at premises from which Probuilt Scaffolds conducts hire operations.

1. Interpretation

“Probuilt Scaffolds”, “we”, “our” and “us” means **Pty Ltd ABN 83 650 010 030** and its related entities.

“Customer” and “you” means the person or entity who enters into this Agreement with Probuilt Scaffolds, including any subsequent variations to the Agreement.

“Contract”, “hire agreement”, “terms and conditions”, “this document”, “contract” and “agreement” means and includes this document, any schedules or annexures to this document, any variations or amendments to this document and any other document created pursuant to or in connection with this document. **“Commencement”** means the date when the Customer takes possession of the Equipment.

“Equipment” means any kind of equipment including (without limitation) scaffolding, scaffolding accessories and any tools, parts accessories or instruments hired by Probuilt Scaffolds to the Customer under this Agreement.

“Hire Charge” or “Hire Fee” means the amount(s) payable by the Customer to Probuilt Scaffolds for the hire of the Equipment.

“Hire Period” or “Hire Term” means from Commencement until the end of the Hire Period as set out in the Hire Contract. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if Probuilt Scaffolds agrees. Probuilt Scaffolds may issue and require the Customer to sign an amended Hire Schedule for any extension of the Hire Period.

“Hire Schedule” means a document which Probuilt Scaffolds may require the Customer to sign (or accept in a way Probuilt Scaffolds requires) including details of the Equipment and the Hire Period and such other information as Probuilt Scaffolds may require from time to time.

“Remote Area” means any location which is more the 50 kilometers from the Probuilt Scaffolds branch from where the Equipment is hired.



2. Probuilt Scaffolds Obligations

Probuilt Scaffolds will:

- 2.1 allow the Customer to take and use the Equipment for the Hire Period; and
- 2.2 provide the Equipment to the Customer in a clean and good working order.

3. Obligations of the Customer

The Customer must:

- 3.1 Deliver the Equipment to Probuilt Scaffolds at the end of the Hire Period or if this Agreement is terminated;
- 3.2 Return the Equipment to Probuilt Scaffolds clean and in good repair;
- 3.3 Satisfy itself at Commencement that the Equipment is suitable for its purposes;
- 3.4 Operate the Equipment safely, strictly in accordance with the law, only for its intended and designed use, and in accordance with any manufacturer's instructions (whether supplied by Probuilt Scaffolds or posted on the Equipment);
- 3.5 Indemnify and hold harmless Probuilt Scaffolds for and against all claims for personal injury and property damage to the extent caused or contributed to by the Customer in relation to the Equipment and its use and have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment;
- 3.6 At all times, ensure that any person collecting or taking delivery of Equipment on behalf of the Customer is authorised by the Customer to do so and the Customer will not allege that any such person is not so authorised;
- 3.7 Ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current certificate of competency and/or are fully licensed;
- 3.8 Conduct a thorough hazard and risk assessment before using the Equipment and comply with all Occupational Health and Safety laws relating to the Equipment and its use;
- 3.9 Safely secure all items loaded in or on the Equipment or in or on the Customer's vehicle, and indemnify and hold harmless Probuilt Scaffolds in respect of and against any claims for personal injury and/or property damage caused by items falling from the Equipment or from any vehicle or trailer used by or on behalf of the Customer;
- 3.10 immediately report and provide full details to Probuilt Scaffolds of any accident or damage to the Equipment.

The Customer must never, under any circumstances;

- 3.12 tamper with, modify, alter, damage, deface or repair the Equipment;
- 3.13 lose or part with possession of the Equipment;
- 3.14 rely upon any representation relating to the Equipment or its operation other than from Probuilt Scaffolds in writing;
- 3.15 allow any person to use the Equipment if the person is affected by drugs and/or alcohol.
- 3.16 exceed the recommended or legal load and capacity limits of the Equipment; or
- 3.17 use or place any illegal, prohibited or dangerous substance on the Equipment.



4. Payments by the Customer to Probuilt Scaffolds

- 4.1 On or before Commencement (or as otherwise specifically agreed with Probuilt Scaffolds), the Customer will pay the Hire Charge.
- 4.2 Immediately on request by Probuilt Scaffolds the Customer will pay:
- (a) all costs incurred in cleaning the Equipment;
 - (b) the full cost of repairing any damage to the Equipment caused or contributed to by the Customer;
 - (c) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Agreement or arising from the Customer's use of the Equipment;
 - (d) all costs incurred by Probuilt Scaffolds in delivering and recovering possession of the Equipment;
 - (e) interest for late payment of amounts owing by the customer, at the pre-judgement interest rate determined by the Local Court of VIC from time to time;
 - (f) the cost of fuels and consumables provided by Probuilt Scaffolds and not returned by the Customer; and
 - (g) any expenses and legal costs (including fees payable to a commercial agent) incurred by Probuilt Scaffolds in enforcing its rights and entitlements arising from the Agreement.
- 4.3 Without limiting the ability of Probuilt Scaffolds to recover all amounts owing to it, the Customer authorises Probuilt Scaffolds to charge any amounts owing by the Customer to any credit card or account details of which are provided to Probuilt Scaffolds.

5. PPS Law

- 5.1 This clause applies to the extent that this Agreement provides for or creates a 'security interest' for the purpose of the *Personal Property Securities Act 2009 (Cth)* ("PPS Law") as amended from time to time.
- 5.2 If Probuilt Scaffolds does not, at Commencement, have a PPS Law registration giving a perfected first priority security interest in the Equipment, the Hire Period, (including any extension of the Hire Period or the aggregate of consecutive Hire Periods during which the Customer has substantially uninterrupted possession) will not – notwithstanding anything else in this agreement or any hire schedule exceed:
- (a) 90 days in the case of Equipment which may or must be described by serial number in a PPS Law registration; or
 - (b) a year in any other case.
- 5.3 Probuilt Scaffolds may register its security interest at any time. The Customer must do anything (such as obtaining consents and signing documents) which Probuilt Scaffolds requires for the purpose of:
- (a) ensuring that Probuilt Scaffolds's security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - (b) enabling Probuilt Scaffolds to gain first priority (or any other priority agreed to by Probuilt Scaffolds in writing) for its security interest; and
 - (c) enabling Probuilt Scaffolds to exercise rights in connection with the security interest.

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- 5.4 The rights of Probuilt Scaffolds under this Agreement are in addition to and not in substitution for Probuilt Scaffolds's rights under other law (including the PPS Law) and Probuilt Scaffolds may choose whether to exercise rights under this Agreement, and/or under such other law, as it sees fit. To avoid any doubt Probuilt Scaffolds's security interest will attach to all proceeds.
- 5.5 To the extent that Chapter 4 of PPSA applies to any security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purpose of section 115 of the PPS Law are "contracted out" of this Agreement in respect of all goods to which that section can be applied:
- (a) section 95 (notice of removal of accession);
 - (b) section 96 (retention of accession);
 - (c) section 121(4) (notice to grantor);
 - (d) section 125 (obligations to dispose of or retain collateral);
 - (e) section 130 (notice of disposal);
 - (f) sections 129(2) and 129(3);
 - (g) section 132(3)(d) (contents of statement of account after disposal);
 - (h) section 132(4) (statement of account if no disposal);
 - (i) section 135 (notice of retention);
 - (j) section 142 (redemption of collateral); and
 - (k) section 143 (re-instatement of security agreement).
- 5.6 The Customer agrees that in addition to Probuilt Scaffolds' rights under the PPS Law, Probuilt Scaffolds will, if the Customer breaches of any part of this Agreement, exercise the right to seize and/or take possession of the Equipment and the Customer agrees that Probuilt Scaffolds may do so in any manner it sees fit and the Customer irrevocably authorizes and permits Probuilt Scaffolds personnel to attend any building or construction site where the Equipment is situated at any time and without the need to give the Customer any prior notice of its intention to do so in order to seize and repossess the Equipment and the Customer further acknowledges and agrees that Probuilt Scaffolds will not be responsible for any damage caused to any property if such damage is unavoidable and associated with the safe and timely removal of the equipment under this clause
- 5.7 The Customer waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.
- 5.8 Probuilt Scaffolds and the Customer agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Customer must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this subclause is made solely for the purpose of allowing to Probuilt Scaffolds the benefit of section 275(6)(a) and Probuilt Scaffolds shall not be liable to pay damages or any other compensation or be subject to injunction in respect of any actual or threatened breach of this subclause.
- 5.9 The Customer must not dispose or purport to dispose of, or create or purport to create or permit to be created any 'security interest' (as defined in PPS Law) or other registered or unregistered encumbrance in the Equipment other than with the clear prior written consent of Probuilt Scaffolds.
- 5.10 The Customer must not lease, hire, bail or give possession ('sub-hire') of the Equipment to anyone else unless Probuilt Scaffolds first consents in writing. Any such sub-hire must be in writing in a form acceptable to Probuilt Scaffolds and must be expressed to be subject to the rights of Probuilt Scaffolds under this Agreement and subject to any other terms and conditions that Probuilt Scaffolds thinks fit in its absolute discretion. The Customer must not vary any sub-hire without the prior written consent of Probuilt Scaffolds (which may be withheld in its absolute discretion).



- 5.11 Customer must ensure that Probuilt Scaffolds is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the Equipment.
- 5.12 To assure performance of its obligations under this Agreement, the Customer hereby gives Probuilt Scaffolds an irrevocable power of attorney to do anything Probuilt Scaffolds considers the Customer should or is obliged to do under this Agreement. Probuilt Scaffolds may recover from Customer the cost of doing anything under this clause, including registration fees.

6. Exclusion of Warranties and Liabilities

- 6.1 Where the Australian Consumer Law applies, the Customer has the benefit of guarantees in relation to the hire of the Equipment which cannot be excluded.
- 6.2 Where the Australian Consumer Law applies and the Equipment is not of a kind ordinarily acquired for personal domestic or household use or consumption, Probuilt Scaffolds liability in respect of any guarantee is limited to the replacement or repair of the Equipment, or the cost of having the Equipment repaired or replaced.
- 6.3 To the extent that the Australian Consumer Law (or any other law which cannot be excluded) does not apply, Probuilt Scaffolds makes no representations and gives no warranties other than those set out in this agreement and it will not be liable to the customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the equipment by the customer.

7. Remote Hire

Where the Equipment is at any time hired by the Customer to be located in the Remote Area, the following clauses will also apply, in addition to the obligations under this Agreement:

- (a) the Customer will pay an additional charge for any delivery and repair of the Equipment, and for any other attendance at the Remote Area by Probuilt Scaffolds ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometre rate travelled by Probuilt Scaffolds personnel to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred by Probuilt Scaffolds and its staff in connection with travel to and from the Remote Area;
- (b) multiple items of Equipment hire by a Customer on the one site will only be charged for one call out fee;
- (c) the Customer is otherwise solely responsible at its cost for daily maintenance and care of all Equipment in its possession.

8. Breach of Hire Contract By Customer

- 8.1 If the Customer breaches any essential term of this Agreement, Probuilt Scaffolds shall be entitled to:
- (a) terminate this Agreement; and/or
 - (b) sue for recovery of all monies owing by the Customer; and/or
 - (c) repossess the Equipment.
- 8.2 If the Customer breaches any non-essential term of this Agreement and fails to remedy that breach to the reasonable satisfaction of Probuilt Scaffolds within 7 days of receiving a breach notice, Probuilt Scaffolds may terminate this Agreement in accordance with clause 8.1



8.3 Notwithstanding any other clause in this Agreement, Probuilt Scaffolds will be entitled to terminate this Agreement immediately if:

- (a) the Customer fails to make any payment due to Probuilt Scaffolds under this Agreement;
- (b) the Customer, being a company, is placed into administration or ceases trading;
- (b) the Customer, being a natural person, becomes bankrupt or ceases trading or cannot be contacted by Probuilt Scaffolds for more than 5 business days.

8.4 If this Agreement is terminated under this clause, the Customer indemnifies Probuilt Scaffolds in respect of all damages, costs and loss, suffered by Probuilt Scaffolds as a result of the termination of this Agreement, including consequential and indirect losses and legal costs.

9. Disputes

9.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Probuilt Scaffolds in writing within 10 days of the Hire contract date. In the event that no communication is received from the customer within the 10 day period, the hire charges are deemed to be accepted by the customer without any dispute.

9.2 If any dispute arises relating to this Contract, the hiring or the use of the Equipment (except in relation to payments due to Probuilt Scaffolds), the parties agree to negotiate to settle the dispute in good faith and in a timely fashion and if any such dispute is not resolved within 30 days, Probuilt Scaffolds will be entitled (but not obliged) to terminate this Agreement and repossess the Equipment.

10. Governing Law

10.1 This Agreement is a payment claim under the Building and Construction Industry Security of Payment Act 2002 VIC.

10.2 Except where Probuilt Scaffolds in its discretion takes action against the Customer under any of the Building and Construction Industry legislation referred to in this clause, Probuilt Scaffolds and the Customer agree that this Contract is governed by the laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of the courts of that State.

11. Equipment Delivery

11.1 Our charges for delivery and pick-up vary depending on the transport requirements of the Equipment, your distance from Probuilt Scaffolds and the time of delivery. Any delivery amount displayed is 'one-way' and for one load only. If multiple vehicles are required for delivery, Probuilt Scaffolds will contact you prior to advise of the delivery fee. Our deliveries are normally made during normal business hours, Monday to Friday. However, if you require a delivery outside of these times please contact us for arrangements to be made.

11.2 We ask you to ensure there is a safe area for our driver to unload all Equipment. Our driver retains the right not to unload or deliver the Equipment if in his or her reasonable opinion, the delivery location poses a risk to the drivers or other people's safety.



12. Refunds

- 12.1 The hire of our Equipment may come with guarantees that cannot be excluded under the Australian Consumer Law and our refund policy is at all times, subject to that Law.
- 12.2 As a customer, you may only cancel your hire reservation online or over the phone at any time prior to the hire commencing. Where delivery has been requested and cancellation is within 1 business day of Commencement, a delivery charge will apply. The amount charged for delivery will not exceed the quoted amount for delivery. Probuilt Scaffolds also reserves the right to on-charge any other legitimate costs incurred following as a direct result of your cancellation.
- 12.3 Upon cancellation Probuilt Scaffolds Hire will refund any deposit taken.

13. Faulty Equipment

- 13.1 It is Probuilt Scaffolds' responsibility to provide equipment free from faults and in good working order. If any Equipment is in a faulty condition or not in proper working order, Probuilt Scaffolds will retain the discretion to either repair or replace the Equipment, or refund any deposit taken.
- 13.2 When Equipment has been delivered, repair or replacement of the item onsite will be entirely at Probuilt Scaffolds' cost where the Equipment is hired by the customer to be located within 50 kilometres from Probuilt Scaffolds.
- 13.3 Where Equipment is hired by the customer to be located more than 50 kilometres from Probuilt Scaffolds, repair or replacement of the Equipment onsite will be at the cost of the Customer.

(Please note: for remote hire the customer is generally responsible, at its cost, for daily maintenance and care of equipment in its possession. The customer will generally pay all charges relating to delivery, servicing and repair of equipment and for any other attendance by Probuilt Scaffolds. Charges may include parts, consumables, travel to and from, labour costs, call out fees and direct travel costs.)

14. Privacy Policy

- 14.1 At Probuilt Scaffolds, we recognise the importance of protecting the privacy of the personal information we collect from our customers. We are bound by the Australian Privacy Principles under the Privacy Act 1988 (as amended). This statement discloses what information we collect from you and how we use, disclose and store that information, as well as how you can contact us and get access to your information. Our privacy policy applies to all your dealings with us, whether in person or by telephone, mail, email, facsimile or through our web-site.
- 14.2 We collect your personal information from our hire agreements, our credit forms, or what you tell us or show us when you telephone us, visit us, email us or browse our website. We also collect personal information from credit reporting agencies and from searches we conduct, including the PPS Register. When you are making enquiries about our products and services, we will usually ask you for your name, your contact details including your phone number, address, and e-mail address. This helps us to contact you to answer your enquiries. When you hire any equipment from us, we will request that you supply us with some or all of the following:
 - (a) your name, street address, e-mail address, telephone, mobile and facsimile numbers, your company or business name to identify you, and for us to contact you;



- (b) details of your drivers' licence, or a photocopy or digital image of it, so that we can confirm your identity, your residence, and (where applicable) your legal right to drive one of our vehicles (for some equipment other than vehicles, we may also require details of relevant licences or operator competency certificates); and
- (c) your credit card details for the purpose of paying for your equipment hire.

14.3 If you apply for a credit account with us, we may ask for the above information, as well as:

- (a) your bank account details;
- (b) trade references; and
- (c) if you are a company, the name and address details of all directors of the company.

Note: we do not seek to collect any sensitive information such as ethnic background, political beliefs etc.

14.4 All information sought is required for our business purposes, which includes:

- responding to your enquiries or requests;
- providing you with the Equipment for hire and other related services;
- to help us identify other products and services that might be beneficial to you, and to inform you about them and items of interest;
- to evaluate the needs of our customers and to develop new products;
- internal accounting and administration;
- to protect you and us from fraud;
- direct marketing; and
- account establishment.

14.5 When you visit our website, we may collect the above information from you if you provide it to us. We may also collect logging information about web site activities (e.g. date and time of visits, the number of pages viewed, your operating system etc.) using "cookies", as commonly used by most other websites. A cookie is a packet of information that allows the hosting computer to identify and interact with you. The cookies do not identify any personal information, but may provide us with statistical information that we can use to analyse our services. If your computer does not allow the placement of cookies, your navigation on our website may be restricted.

14.6 We assume we have your consent to use your personal information for the above purposes, in particular, for the purposes of sending information to you about our products and services, unless you advise us not to.

14.7 If you do not want us to contact you or send you information, please let us know.

14.8 You may opt out of receiving promotional materials from us, by emailing

14.9 Probuilt Scaffolds will not provide any unrelated party (including any overseas recipients) with any personal information it has collected about you. Exceptions may include where:

- Probuilt Scaffolds believes in good faith that you have consented;
- Probuilt Scaffolds uses external service providers such as mailing houses to mail promotional material to you. The information will be provided to our external service providers on a confidential basis for the purposes of our business only, and we will take reasonable steps to ensure that it is dealt with according to the same high standards as we use;
- a law enforcement agency, or other government agency, is exercising its legal authority and has asked Probuilt Scaffolds to provide access to that information;
- you are in default under this Agreement or other contractual commitment to us, in which case we may need to release your details and the relevant history of your transactions with us to our legal advisers, debt collection agencies, credit reference bodies, or industry associations; or



- we are asked to share that information with a credit bureau or reporting agency. Other than the purposes above, we will not disclose your information unless with your consent, or as required or authorised by law.
- 14.10 We store information in different ways, including hard copy and electronic formats. We take all reasonable care to ensure that the personal information about you is protected from loss, misuse or alteration.
- 14.11 You have a right to access the personal information we store about you. If you wish to access your information, please write to us (our contact details are at the end of this statement). Subject to verification of your identity, we will provide you with access to any information we are holding about you as soon as practicable. We may charge you the reasonable costs of processing your request. If you find that the information we hold about you is inaccurate, incomplete, or out of date, please let us know, and we will take reasonable steps to correct it.
- 14.12 You can refuse to provide us with your personal information if you are making general inquiries about our products and services. However, we may not be able to answer your requests in some cases, or conduct business with you, if you refuse to disclose the personal information that we require.
- 14.13 To obtain more information about our privacy policy and how we manage your personal information, you can email probuiltscaffolds@gmail.com. If you have any complaint about the effect of our Privacy Policy on you, you may write directly for the personal attention of our Director, at the same address. Your complaint will then be considered and a reply will be made to you with an appropriate response confirming any further action to be taken. If you are still not satisfied with the outcome of your complaint, you may refer your complaint to our external dispute resolution scheme, or to the Office of the Australian Information Commission.

15. **Equipment Availability**

Reservations that require payment are considered confirmed bookings. Any reservations that are marked 'to be confirmed' will be followed up with a call or email (depending on your preferred contact method). If you have not received confirmation prior to your hire Commencement, the Equipment may not be available and Probuilt Scaffolds requires that you contact us. Probuilt Scaffolds will not be liable for any claims, losses or damage suffered by you as a result of any Equipment not being available at Commencement if a confirmation of Equipment availability has not been given by Probuilt Scaffolds.

16. **Disclaimer**

16.1 The information displayed on and referred to in the Probuilt Scaffolds website has been produced for your convenience and with the intention of assisting you with any enquires you may have about our goods and services. We encourage you to use the information provided on this website but please note the following:

- (a) Probuilt Scaffolds has taken all reasonable care to produce information that is accurate, however, we cannot guarantee that it is free from errors, omissions or is suitable for your intended use; and
- (b) Probuilt Scaffolds recommends that before you act on any information on this site you seek independent advice as we shall not be responsible for loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information on this site. You may download the information provided on this web site for your own personal use or in order to inform others about it, but you may not reproduce or modify the information contained on, or referred to in, this web site without written express permission by Probuilt Scaffolds.