

# TEMPWORX HIRE PTY LTD – TERMS & CONDITIONS OF HIRE

ABN: 96 687900 830

Effective: August 2025

## 1. Definitions

- 1 **Tempworx, we, us:** Tempworx Hire Pty Ltd (ABN 96 687 900 830). **Hirer, you:** The person or entity
- 2 hiring Equipment from Tempworx. **Equipment:** Propping gear, tubes, beams, couplers, U-heads, straps
- 3 and any accessories supplied by Tempworx.
- 4 **Hire Schedule:** The schedule accompanying a Quote which lists items, rates and hire period.
- 5 **Hire Period:** From delivery/collection to OffHire confirmation and actual collection/return.
- 6 **Off Hire:** When Tempworx issues an OffHire number and the Equipment is available for collection.

## 2. Formation & Quotes

Acceptance of a Quote (including by email or purchase order) forms the Agreement and binds the Hirer to these Terms. Quotes are valid for 30 days unless stated otherwise. Indicative lead time for props is 1 weeks from order confirmation.

## 3. Hire Charges & Extensions

Hire is charged weekly (minimum 7 days for traffic equipment & 14 days for propping) unless otherwise stated. Charges continue until Off Hire is issued and the Equipment is available for collection. Extensions must be confirmed in writing; standard rates apply unless otherwise agreed. Stand down or idle time is chargeable at the weekly rate unless caused solely by Tempworx.

## 4. Delivery, Installation & Site Conditions

Delivery/installation dates are estimates. The Hirer must ensure safe access, compliant site conditions, and readiness in accordance with engineering drawings/specifications. Delays, aborted deliveries, additional visits or waiting time caused by site issues are chargeable at Tempworx' prevailing rates.

## 5. Ownership, Risk & PPSA

Title to all Equipment remains with Tempworx at all times. Risk passes to the Hirer on delivery/collection and remains until collection/return. The Hirer must keep Equipment secure, in good condition, and clearly identifiable as Tempworx property. The Hirer must not sub hire, sell, encumber or relocate installed Equipment without Tempworx' written consent. The Hirer grants Tempworx a security interest under the Personal Property Securities Act 2009 (Cth) in the Equipment and proceeds and consents to PPSR registration; the Hirer will do all things reasonably required to perfect and maintain that interest.

## 6. Use & Safety

The Hirer must ensure Equipment is used only for its intended purpose, by competent persons, and in accordance with law, manufacturer guidance and any certified engineering design. The Hirer must not alter, repair, or move installed Equipment without written approval. The Hirer is responsible for all permits,

traffic management and local authority approvals required for use at site.

## **7. Damage, Loss & Theft**

The Hirer is liable for any loss, theft or damage to the Equipment (other than fair wear and tear) while on hire, including during loading/unloading under the Hirer's control. Incidents must be notified to Tempworx immediately. Repair or replacement will be charged at current market rates and hire charges continue until settlement or replacement is supplied.

## **8. Breakdown**

Where Equipment failure is due to no fault of the Hirer, Tempworx will repair or replace as soon as reasonably practicable and suspend hire charges for the affected item during the outage. Failures due to misuse, unauthorised modification or non compliance with design/specifications remain fully chargeable.

## **9. Engineering & Design**

Tempworx Hire Pty Ltd ("Tempworx") may provide, arrange, or coordinate temporary works engineering and design services as part of its hire offering. All designs, drawings, and calculations are prepared by qualified engineers engaged by or on behalf of Tempworx.

Tempworx holds Professional Indemnity insurance with a limit of \$2,000,000 covering engineering and design activities. To the fullest extent permitted by law, Tempworx's liability for any error, omission, or defect in design is limited to:

1. The reasonable cost of rectifying the defective design; or
2. The total amount paid for the relevant hire; or
3. The amount recoverable under Tempworx's Professional Indemnity insurance — whichever is lesser.

Tempworx does not accept liability for any consequential, indirect, or downstream loss including, without limitation, project delays, hire, or other third-party costs. Any variations required due to design revisions or site conditions will be chargeable as extras.

## **10. Insurance**

Tempworx Hire Pty Ltd ("Tempworx") maintains the following insurances:

- Public & Products Liability Insurance – covering bodily injury and property damage arising from Tempworx' operations, with a limit of not less than \$20,000,000 for any one occurrence.
- Professional Indemnity Insurance – covering engineering and design activities undertaken by or on behalf of Tempworx, with a limit of \$2,000,000 for any one claim and in the aggregate.
- Workers Compensation Insurance – in accordance with applicable legislation for all employees.

Certificates of Currency for these policies are available on request.

The Hirer must maintain its own adequate insurances for:

- (a) loss, theft or damage to the Equipment while on hire and under the Hirer's control; and
- (b) any third-party, property or personal-injury liabilities arising from the Hirer's use, possession, transport or operation of the Equipment.

Tempworx will not be liable for loss or damage to the Hirer's property or to any third-party property, except to the extent that such loss or damage is directly caused by Tempworx and is covered by, and recoverable under, the insurances it maintains.

## **11. Off Hire & Return**

Off Hire is effective only when Tempworx issues an Off Hire number and the Equipment is available for collection in clean, working order (fair wear and tear excepted). Charges continue until actual collection/return. Cleaning, restocking and missing items are chargeable.

## **12. Payment & Credit**

Standard terms are 30 **days** from invoice unless otherwise agreed in writing. Tempworx may suspend or withdraw credit at any time. Where the Hirer requires purchase orders, these must be provided prior to delivery; absence of a PO does not defer payment.

## **13. Cancellation**

Orders cancelled within 24 hours of scheduled delivery may incur up to 100% of the first week's hire plus incurred mobilisation costs (including engineering, freighting and labour). Special order or fabricated items are non cancellable once ordered.

## **14. Liability, Australian Consumer Law & Indemnity**

Nothing in these Terms excludes any consumer guarantees under the Australian Consumer Law that cannot be excluded. To the extent permitted by law, all other warranties are excluded and Tempworx' liability is limited (at its option) to re supply of the hire service or payment of the cost of re supply.

Tempworx is not liable for indirect, consequential or special loss, loss of profit, or delay costs. The Hirer indemnifies Tempworx from and against all claims, losses, damages and expenses arising from the Hirer's use, possession, alteration or operation of the Equipment and any breach of these Terms.

## **15. Force Majeure**

Tempworx will not be liable for delay or failure to perform due to events beyond its reasonable control, including supply chain delays, industrial action, or extreme weather.

## **16. Termination & Repossession**

Tempworx may terminate the hire and enter the site to recover Equipment if the Hirer breaches this Agreement, becomes insolvent, or refuses collection. The Hirer must provide safe access for removal.

## **17. Privacy**

The Hirer consents to Tempworx collecting, using and disclosing information (including to trade referees, credit reporting bodies and other suppliers) for credit assessment, account administration and recovery. See our Privacy Notice at [tempworx.com.au/privacy](http://tempworx.com.au/privacy) (or available on request).

## **18. Governing Law**

These Terms are governed by the laws of South Australia. The parties submit to the non exclusive jurisdiction of its courts.