

**STRONGHOLD SCAFFOLDING LIMITED TERMS AND CONDITIONS OF TRADE**

- 1: This contract sets out the terms and conditions that apply when the Stronghold Scaffolding Ltd (“Owner”) supply you (“Hirer” ) with scaffolding services including scaffolding equipment. “Scaffolding services” and “scaffolding equipment” means and include the following:
  - a. The hire, supply and installation of scaffolding equipment, the meaning of which includes shrink/building wrap;
  - b. The hire, supply and installation of access ways, birdcages, roof systems, stairs and stairway towers, shrink-wrapping, tube and clip and propping;
  - c. All scaffolding services identified in any order form, quotation, supply request or in any invoice issued by us to you, which invoices are deemed to be incorporated into and form part of the contract;
  - d. All inventory that is supplied by us to you.
- 2: Please note that GST has not been included in the prices.
- 3: In these Conditions “Owner” means the Owner Ltd and “Hirer” means any person, company, or Corporation (including any representative) who shall hire scaffolding equipment or scaffolding services from the Owner.
- 4: The Hirer authorises the Owner to bring its vehicle onto the site specified by the Hirer to deliver, assemble, dismantle and recover the Equipment. the Owner requires parking onsite close to the construction area as Equipment is no placed on the ground but erected directly from the truck.
- 5: The Owner shall not be responsible to the Hirer nor third parties for any damage that may be done to driveways or underground services by reason of the weight of the vehicle or for any damages of whatsoever nature that may occur due to the nature of the work.
- 6: No liability will be accepted by the Owner for failure on the Owner’s part to deliver on a specific date or within a specified time from receipt of order.
- 7: The Hirer may not sublet any equipment or transfer any equipment to a separate location without prior written consent from the Owner.
- 8: The Hirer shall fully and completely indemnify the Owner in respect of all claims by any person whatsoever for the injury to persons and/or damage to property caused by, or in connection with, or arising out of the use of the equipment and in respect of all costs and charges in connection with or arising under Statute or Common Law.
- 9: The Hirer shall be solely responsible for and insure against loss or damage caused to the equipment. Any damages to equipment either the client or any third parties engaged by or associated with the client will be charged at full replacement value.
- 10: Requests for off hire must be made when the Hirer has finished with the Equipment. The Hirer must email (not phone) the Owner at [info@nzstronghold.com](mailto:info@nzstronghold.com) when the customer requires the Equipment to be taken down and collected.
- 11: The Owner requires 5 days, written notice to collect the Equipment, however the Owner will endeavour to work on a shorter time frame if possible. Equipment must be ready for collection at the time stipulated in the request for collection.
- 12: The Hirer remains responsible for Equipment until collected from site by the Owner. If the Owner does not receive an e-mail request for dismantling and collection the Hirer may be charged hire until the date the Equipment is dismantled and collected.
- 13: The hiring of the equipment shall be deemed to continue until the Owner acknowledge the off hire notice from the Hirer. The day of hiring and the day when the Hirer submits the off hire notice will both be charged as whole days No allowance will be

- made for holiday periods or inclement weather or for any other reason whatsoever beyond the Owner's control including strikes, lock outs, cessation of labour, transport delays, Government interference or control or any other cause or contingency.
- 14: To complete the scaffolding services, we may contract out the scaffolding services contracted for by you, the cost will form part of our price for the scaffolding services.
- 15: The Owner retains the right to cancel any contract, subject to these terms and conditions, or to cancel the delivery of equipment before the equipment is delivered by providing written notice to the Hirer. Upon issuing such notice, the Owner will refund any funds paid by the Hirer for the equipment. The Owner shall not be held liable for any losses or damages arising from such cancellation.
- a. The Owner reserves the right by notice to suspend or cancel any part of any contract for the supply of scaffolding services to the Hirer if the Hirer fails to pay any money owing after the due date.
  - b. Any cancellation or suspension will not affect the Owner's entitlement to payments due at the time of cancellation or suspension, damages for any breach of the Hirer's obligation under this contract, or any other legal rights the Owner possesses.
- 16: Permits and Licences. It is the Hirers responsibility to provide all engineering calculations and certificates, local body permits at their cost.
- 17: Site measurements. All Quotations and Contracts may be subject to amendments both in physical details and price, should the dimensions at the point of installation be different to those upon which the original Quotation or Contract was based.
- 18: Terms of Quotation or Contract. This Quotation or Contract is based on rates for materials and labour as known to the Owner at today's rates and will remain valid for 60 days from this date. Any fluctuations in these rates after 60 days will require this Quotation or Contract to be revised.
- 19: Labour. Where the Owner is required to supply labour for erection and dismantling of equipment specified in this Quotation or Contract the following conditions apply,
- a. Ground is assumed to be level and true and free of obstructions unless stated. All additional labour or material required to compensate this will be charged as an extra to the Quotation or Contract.
  - b. Erection and dismantling will be carried out during normal working hours 7.30 am to 6:00 pm on weekdays, excluding Statutory holidays unless by prior arrangement. All work required outside these hours will require a variation order. Extras to the Quotation or Contract will be charged at \$65.00 per man per hour during normal working hours and will require a variation order to cover the additional work.
  - c. Site delays when delivering or removing equipment from site beyond the companies control will be charged at \$65.00 per man per hour. In the event of an agreed lay down area not being available at the agreed time of delivery or removal all additional costs of labour and transport incurred by the Owner will be at the Hirers cost.
  - d. Site Agreements. This Quotation or Contract is based on using the Owner's own labour force or nominated sub-contractor, no allowance have been made for any site agreements or special conditions which may apply on site.
- 20: This Quotation or Contract is subject to a site inspection and the availability of equipment.
- 21: The Hirer is to ensure that the scaffold is not altered, planks moved or removed without prior written consent of the Owner. Failure to comply will release the Owner's liability from a Health and Safety aspect and void the onsite safety tag. If there are as a result of actions by the Hirer or any third parties engaged by or associated with by the Hirer, remedial works will be charged at the day works rate.

- 22: Hire rates include for fair wear and tear only and when equipment is returned in a condition other than when received by the Hirer, a charge for cleaning, reconditioning renewing or replacing will be made where necessary by the Owner.
- 23: Terms of payment.
- a. With respect to new accounts on or before the 7<sup>th</sup> day following the date of our invoice.
  - b. Approved accounts strictly net, due for settlement on the 20<sup>th</sup> of the month following the date invoiced.
  - c. A deposit may be required. 100% of our erection and dismantle charges will be charged on completion of erection.
  - d. Where payment is not received on the due date the Owner will charge interest at the rate of 2.5% per month on the total outstanding balance. Where the account remains unpaid for a period exceeding 7 days the Owner shall at their discretion remove all scaffold Aculog register cards (see condition 27 below) together with any equipment necessary rendering any scaffold that is the property of the Owner, unsafe and unusable by the Hirer. The costs of this, and reinstating the scaffold will be charged as an extra and will be payable by the Hirer. Any costs, including debt collection and legal costs, which may incur as a consequence of having to enforce any of our rights contained in this contract, shall be payable by the Hirer.
- 24: The Owner retains the right of access to any site, building or location where the Owner's equipment may be for the purpose of re-possessing any of the Owner's equipment should the Hirer contravene any of these conditions.
- 25: This Quotation or Contract is accepted on the basis unless stated that the Hirer will hold no retentions on monies due to the Owner.
- 26: Written Company orders stating the period of hire will not be automatically terminated.
- 27: All scaffolds including special duty scaffolds will be maintained under the ACULOG Scaffold Register System which will require weekly inspections on our part while the scaffold is in use and monthly while not in use.
- 28: The Fair Trading Act 1986, the Consumer Guarantees Act 1993, the Contract and Commercial Law Act 2017 and other statutes may imply warranties, terms or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, obligations, conditions or terms imposed on us, our liability shall, where it is lawfully allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.
- Roofs. All care will be taken on or around roofs. However it is agreed that we are not responsible or liable for any loss or damage caused to roofs or buildings resulting from scaffolding services and/or scaffolding equipment provided by us.
- 29: Please note that we may contract out any shrink/building wrap services.
- a. If our contract with you involves shrink/building wrap services, then we will provide you with the terms and conditions provided by the sub- contractor and it is agreed by you that those terms and conditions that apply to the shrink/building wrap services, will be in addition to our terms and conditions and will also form part of our contract with you.
  - b. In addition please note that shrink/building wrap services involve a temporary fragile structure and you will be liable for the cost of any reinstallation required as a consequence of the shrink/building wrap failing for any reason e.g. weather, and further it is agreed by you that we are not liable for any loss or damage caused as a consequence of the shrink/building wrap failing for any reason e.g. loss or damage due to exposure or water damage.