



**THIS AGREEMENT** is made between:

Direct Temporary Fencing (ABN 37 491 289 129) (the **Owner**) and

The person described in the invoice provided by the Owner (the **Hirer**).

1. This agreement applies to:
  - 1.1 The establishment, operation and use of the account of the Hirer and the Owner;
  - 1.2 All transactions effected by the Hirer with the Owner for the supply of goods and services on its account unless otherwise expressly agreed in relation to any particular supply of goods or services; and
  - 1.3 The exclusion of all others including any terms and conditions of the Hirer.
2. This agreement shall apply as if incorporated into each order placed by the Hirer with the Owner.
3. The Hirer agrees to hire from the Owner the goods described in the invoice and to install the goods as temporary fencing at or around the premises described in the invoice.
4. The Hirer hires the goods for the period commencing from the date of the delivery and installation of the goods and continuing for the initial hire period as specified in the invoice and any extensions of that period and the hire period will end when the goods is back in the possession of the Owner.
5. Unless otherwise instructed by the Hirer, at the end of the initial hire period and each extension of the hire period, the Owner will automatically extend the hire period and will invoice the Hirer for all extensions of the Hire period. Extensions of the hire period will continue until the Hirer instructs the Owner to pick up the goods or the Owner terminates the hire arrangements.
6. The Owner will at its expense:
  - 6.1 Deliver the goods to the premises on the commencement date; and
  - 6.2 Collect the goods from the premises on the expiration or termination date of this agreement, or when instructed to do so by the Hirer under clause 5.
7. Where the Hirer instructs the Owner to pick up the goods under clause 5, the instructions will be given by the Hirer in time for the goods to be picked and returned to the Owner's premises within the Owner's normal business hours. In the event that insufficient notice is given, the hiring fee will continue to be charged at the Owner's absolute discretion unless the goods are received by the Owner.
8. Where the Owner agrees to collect the goods, the Hirer remains responsible for any theft, loss or damage to the goods until the goods are collected by the Owner.
9. Additional goods requested by the Hirer will incur additional charges for hire, delivery and installation. The removal of goods will not excuse the Hirer from the payment of the agreed hire charges for the goods. The Hirer is entitled to one pick up included in the hire fee. Any additional pick-ups will incur additional charges, which will be charged at an hourly rate advised by the Owner to the Hirer at the time of the pick-up request.



# direct TEMPORARY FENCING

10. During the hire period, the Hirer must pay the Owner the hire fee which is based on the rate provided by the Owner at the time a quote is requested and which is set out in each invoice. The Hirer is not permitted to claim a reduction or refund in hire fees for goods returned before the end of the initial hire period or any extension of the hire period.
11. The Owner will install the goods at the premises in the manner prescribed by the Hirer. The Hirer will not:
  - 11.1 Make any changes or alteration to the manner in which the goods are installed or used;
  - 11.2 Part with possession of the goods or allow any other person to use the goods;
  - 11.3 Permit the removal of the goods from the location at which the Hirer represented it would be located; or
  - 11.4 Attach banners, shade cloth or any other signage to any part of the goods; without the prior written consent of the Owner.
12. The Hirer must store the goods in a safe place, and do all other things necessary to ensure the continued safety and preservation of the goods.
13. The Hirer may at its own risk move or alter the position of the goods. The Hirer indemnifies the Owner against all claims of any loss or damage arising as a result of any movement of, or alteration to, the goods. The Hirer may engage the Owner to move the goods and will charge an hourly rate, which the Owner will advise the Hirer of at the time the Hirer engages them and which the Hirer must pay in accordance with the Owner's usual terms for moving the goods.
14. The Hirer will accept full responsibility for the safe-keeping of the goods and indemnify the Owner from any claims, expenses or liabilities in respect of any injury to persons, or loss, theft or damage to the goods or other property arising from the installation, movement or use of the goods, whether or not such occurrences are attributable to any negligence, failure or omission of the Hirer.
15. The hire fee must be paid in the manner and in accordance with the payment terms specified on any invoice issued by the Owner. The full amount of hiring charges will be invoiced following installation and payment is required to be paid in cash or cleared funds unless there are applicable account terms for the Hirer providing for alternative payment terms.
16. If the Hirer fails to pay the hiring fee or extended hiring fee in accordance with the payment terms specified in any invoice, or if the Hirer does not comply with the above conditions:
  - 16.1 The Owner may declare any amounts actually or contingently owing by the Hirer to the Owner to be immediately due and payable;
  - 16.2 The Owner may enter or go onto the premises and take possession of the goods without liability for trespass, negligence or payment of any compensation to the Hirer whatsoever;
  - 16.3 The Hirer will be liable for all costs incurred by the Owner in exercising its rights under clause 16.1.
  - 16.4 The Owner may charge the retail value of the goods to the Hirer if the Owner is unable to recover possession of the goods from the premises at the expiration or the termination of the term; and
  - 16.5 The Hirer will be liable for any debt recovery fees incurred by the Owner whilst attempting to recover outstanding moneys owed by Hirer to the Owner.
17. The Owner may charge removal fees if the goods have been moved or changed from the initial layout installed by the Owner. The Owner may also charge a fee to re-install the goods if it has fallen due to the



Hirer attaching banners, shade cloth or any other signage to any part of the goods without written consent from the Owner.

18. During the term, the Hirer will:
  - 18.1 Keep the goods at the premises;
  - 18.2 Not let anyone else use the goods;
  - 18.3 Not sell, transfer, mortgage, charge or encumber in any way the goods;
  - 18.4 Not interfere with, deface or remove any identifying marks on the goods;
  - 18.5 Notify the Owner as soon as reasonably practicable of any damage to or loss of any of the equipment; and
  - 18.6 Only use the goods in the manner in which they are designed to be used and in accordance with any instruction given by the Owner in respect of the installation and use of the goods.
19. If any of the goods are returned or collected in a condition which in the reasonable opinion of the Owner renders it unusable for hire, or are damaged, stolen or go missing whilst at the premises or otherwise under the control of the Hirer, the Hirer shall pay to the Owner on demand all costs to repair or replace the goods, including all materials and labour.
20. The Owner may terminate this agreement without notice to the Hirer, if the Hirer breaches this agreement or has a winding up petition presented against it, is wound up, goes into voluntary liquidation, commits an act of bankruptcy, has a receiver appointed to its assets or makes an assignment or compromise for the benefit of its creditors, is placed under official management or ceases to carry on business.
21. On termination of this agreement, the Owner will be entitled to take possession of the goods and for this purpose the Hirer irrevocably authorises the Owner or its representatives to enter onto the site where the goods were installed to recover the goods.
22. Supply and installation of the goods will confirm the Hirer's acceptance of the terms of this agreement.
23. The Owner may amend this agreement at any time by publishing the amendments on its website or otherwise notifying the Hirer. The amended agreement will apply to any hire of goods from the time the amendments are published on the Owner's website or otherwise notified to the Hirer. Any such amendment will not affect the validity or enforceability of the agreement between the Owner and the Hirer.