



ITF Hire Pty Limited  
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www.itfhire.com  
ABN: 55 151 366 764

## TERMS & CONDITIONS

### 1 Glossary

1. In these Terms & Conditions:

(a) **ITF HIRE:** means ITF Hire Pty Limited  
ABN: 55 151 366 764 and its staff.

(b) **Equipment:** means the material (Temporary Fence Panel, Temporary Fence Foot, Support Stay, Bracket incl. Nut and Bolt, Signage, Chains and Padlocks, Shade cloth), owned by ITF Hire and hired to the Hirer and are subject to these Terms & Conditions.

(c) **Hirer:** means any person (over the age of 18), company or other legal entity hiring the Equipment from ITF Hire

(d) **Rates:** means:

(i) The hire rates quoted by ITF Hire to the Hirer from time to time and;

(ii) Sale amounts, should the Hirer wish to purchase any of ITF Hire's Equipment. Sale amount are listed in 8.1 under Cost to replace Damaged or Lost Equipment Policy

(e) **Delivery or Delivered:** means the Equipment has been transported to a location as requested by the Hirer and agreed to by ITF Hire.

(f) **Contract:** means any arrangements relating to Rates agreed to by the Hirer and ITF Hire

### 2 Equipment

2.1 The Equipment remains the property of ITF Hire at all times.

2.2 The Hirer must never do anything in any way or form whatsoever which may lead any person to think the Equipment is not the property of ITF Hire. Should a third party take possession of any of the Equipment for any reason at all, the Hirer authorises ITF Hire to take any necessary actions it sees appropriate to recover the Equipment at the cost of the Hirer.

### 3 Hirer's responsibilities for Accepting and using the Equipment ordered

3.1 The Hirer is responsible to acknowledge and verify that it has received the Equipment in good condition in the quantity ordered and has done so by accepting the order.

3.2 The Hirer must ensure that the Equipment is only used in a safe manner and for its intended purpose.

3.3 The Hirer must not deliberately damage or mistreat or allow Equipment to be deliberately damaged, or mistreated.

3.4 If any loss, theft or damage to the Equipment occurs, whether the Hirer was responsible or not, the Hirer must immediately notify ITF Hire and provide a full detailed list of the loss, theft or damage, and if demanded by ITF Hire, pay ITF Hire the cost of replacement or repair of Equipment in accordance with ITF Hire's Cost Replace Damaged & Lost Equipment Policy as listed below in 8.1

### 4 Hirer's Warranties

4.1 Any person signing any document on behalf of the Hirer must be over 18 years old and;

(a) Warrants that they have the authority of the Hirer to contract with  
ITF Hire on the Hirer's behalf.

(b) Warrants that they have been authorised by the Hirer to bind the Hirer to hire the Equipment under these Terms & Conditions.

(c) Agrees to indemnify ITF Hire against all losses, costs and claims incurred by ITF Hire if that person or persons do not have that authority.

4.2 If there is any variation to:

(a) any of the information supplied by the Hirer to ITF Hire including in any account application, or

(b) in the legal structure or management of the Hirer, including (but not limited to) change in directors or senior management or change in partnership or conversion to or from a company or to or from a trust, the Hirer must notify ITF Hire in writing within seven (7) days providing details of that change.

4.3 Unless notice of variation or change is given and confirmed in writing by ITF Hire that such information has been received and the changes have been agreed by ITF Hire the original Hirer and guarantors on the account application will remain liable to ITF Hire as though any goods or services supplied by ITF Hire were supplied to the original Hirer.

### 5 Liabilities and Indemnities

5.1 The Hirer is liable for all damages or loss (including consequential loss) whether caused by the Hirer or any other third party, arising directly or indirectly out of the use of the Equipment by or on behalf of the Hirer.

5.2 The Hirer releases ITF Hire from all liability for any loss or damage it may suffer or arising out of the use of the Equipment, however caused.

5.3 The Hirer agrees to indemnify and keep indemnified ITF Hire and ITF Hire's employees, agents and contractors from all damages, suits, actions, claims and demands which they may suffer or incur either directly or indirectly arising out of the use, maintenance, and installation of the Equipment by the Hirer.

5.4 The Hirer must not do or allow to be done any act, matter or thing which may invalidate or prejudice any,

(a) insurance policy affected by ITF Hire,

(b) claim made by or against ITF Hire, or

(c) right ITF Hire may have against any person, arising directly or indirectly out of the use or possession of the  
Equipment by the Hirer.

### 6 Location of Equipment

6.1 The Hirer must not:

(a) part with possession of the Equipment;

(b) permit removal of the Equipment from the location at which ITF Hire installed it, without a written consent from ITF Hire.

### 7 Default

7.1 If the Hirer in any way fails to perform, observe or keep to this Agreement, ITF Hire may at its discretion do all or any of the following:

(a) terminate the Hire Agreement;

(b) declare the entire hire fee immediately due and payable and to commence legal action if necessary

(c) retake possession of the Equipment, holding the Hirer fully liable for all hire and outstanding fees.

## 8 Cost to replace Damaged or Lost Equipment Policy

8.1 The Hirer agrees that the current value and cost of the hired equipment is as follows;

- I. Temporary Fence Panel \$135.00
- II. Temporary Fence Brace \$35.00
- III. Temporary Fence Blocks \$35.00
- IV. Temporary Fence Clamp \$4.50
- V. Crowd Control Barrier \$135
- VI. Workzone Barrier \$135

Note: Excludes GST

8.2 The Hirer agrees that the cost disclosed in 8.1 will be referred to in situations where it becomes necessary for ITF Hire to replace the hired Equipment due to breach of these Terms & Conditions by the Hirer. In this event, the Hirer agrees that ITF Hire may charge the Hirer the above value for each item.

## 9 Rates, Hire Period and Delivery

9.1 The hire period starts when the Equipment is delivered and set up and terminates when the Equipment is dismantled and picked up.

9.2 ITF Hire may charge a labour cost of \$45 per hour plus GST /per

ITF Hire Installer for a delivery to an inaccessible site. This will be quoted and communicated to the Hirer before any Equipment is put up.

9.3 (a) During the hire period the Hirer must pay ITF Hire a hire fee which was calculated and agreed to by the Hirer prior to hiring the Equipment.

(b) The hire fee must be paid as specified on an invoice issued by ITF Hire.

9.4 (a) Not receiving an invoice will in no way relieve the Hirer of its responsibility for the payment of amounts due. Failure to pay amounts due within seven (7) days of a debt becoming due for payment or such term otherwise agreed to in writing by ITF Hire will be considered a breach of these Terms & Conditions.

(b) The Hirer must pay ITF Hire on demand on a full indemnity basis, all costs incurred in recovering any amount owed to ITF Hire by the Hirer.

9.5 The Hirer agrees to pay ITF Hire a service charge on all past due balances at the rate of 5% per month or part of it.

## 10 Damage Waiver

10.1 If a damage waiver fee has been issued to the Hirer, ITF Hire agrees not to claim for damage to the Equipment caused by accident or collision from the Hirer as long as the Hirer has shown that it has taken sufficient precautions to protect the Equipment.

10.2 Expressly excluded from this waiver is

(a) loss or damage by mistreatment of the Equipment in contravention of the Terms & Conditions of hire;

(b) theft, damage or loss to items on which the waiver premium is not charged or where it has been charged but not paid;

## 11 Warranty Disclaimer

11.1 ITF Hire makes no warranties, expressed or implied, as to the suitability of any Equipment for any particular purpose. ITF Hire is not

responsible to the Hirer or to any other person for any loss (including consequential loss), damage, or injury, caused by, resulting from or in any way connected with, the Equipment, or any defect in it.

11.2 ITF Hire will not be responsible for failure or delay in delivery, pick up, installation or removal due to any causes beyond its reasonable control and will have no liability to the Hirer or any other person for any loss (including any consequential loss) arising out of such failure or delay.

## 12 ITF Hire's Rights

12.1 ITF Hire may terminate all hire contracts and recover the Equipment at any time with a 24hr notice to the Hirer.

12.2 ITF Hire may enter any premises where the Equipment is at the time, for any reason whatsoever and may exercise its right to take possession of the Equipment for any reason whatsoever.

12.3 Nothing in this clause 12 limits any rights ITF Hire may have in respect of the Equipment against the Hirer and against any other person at any time.

## 13 Changes to Terms & Conditions

13.1 ITF Hire may change these Terms & Conditions at any time. Changes will be advertised on its website [www.itfhire.com](http://www.itfhire.com).

13.2 The changed Terms & Conditions will apply to any hire of Equipment from the time the changes are advertised on ITF Hire's website [www.ITFHire.com.au](http://www.ITFHire.com.au) or otherwise notified to the Hirer. Any such changes will not affect the validity or enforceability of the contract between ITF Hire and the Hirer in any way whatsoever.

## 14 Collection, Storage and Use of Information

14.1 The Hirer authorise and permits ITF Hire to collect, keep and use any information about the Hirer for the purposes of establishing whether or not a contract can be made between the Hirer and ITF Hire.

14.2 ITF Hire will comply with the Privacy Act 1988 and the 10 National Privacy Principles.

14.3 ITF Hire's Privacy Statement can be obtained by request at [info@itfire.com](mailto:info@itfire.com)