

## **Terms and conditions**

Titan Scaffolding provides mobile scaffolding to help you work safely at heights.

Scaffolds over 4 metres (standing height) (total height 5 metres including safety rails) requires a registered scaffolder to comply with WorkSafe NZ requirements. For more information WorkSafe NZ and scaffolding [click here](#).

Titan Scaffolding owns the scaffolding and hires it to you on a temporary basis. You agree to take care of the scaffolding and use it safely. You will not act in any way which is inconsistent with Titan Scaffolding's ownership of the scaffolding.

### **1. Delivery & Removal of Equipment**

The Hirer Authorises the Owner to bring its vehicle onto his property to deliver and recover the equipment at the end of hire. The Hirer is responsible for the equipment until picked up from site by the Owner.

### **2. Hire Period**

The Hiring period will commence at the date shown on the delivery docket/Invoice which is the time the equipment is delivered or made available to the Hirer and will terminate at the date shown on the delivery docket which is the time the equipment is uplifted by the Owner or earlier if the Hirer has made the

equipment available for uplift at an earlier agreed time by the Owner.

### **3. Owner's Right to Hire**

The Owner may terminate the hire at any time without reason by giving the Hirer 48 hours notice. Such notice may be given either by personal delivery or by post to either the job address or any other address of the Hirer specified on the face of this agreement. In the case of notices posted to the Hirer the period of notice shall commence to run from the time at which the notice would have been delivered in the ordinary course of the post. The Owner shall not be responsible to the Hirer for any loss arising as a result of such termination.

Notwithstanding termination of the of the hiring the Hirer shall be obliged to pay the owner a sum equivalent to hire fees at the rate specified herein in respect of any period from the date of termination of the hiring until the equipment is actually returned to the Owner.

### **4. Hiring Charges**

In the absence of any special arrangements to the contrary, equipment is hired on a daily rate, Saturday, Sunday & holidays included. The hire period is based on the time the equipment is uplifted until the time

the equipment is returned or advised for pick up, not the time for which the equipment is used.

## **5. Payment**

When a bond is taken which exceeds the total charges an appropriate refund will be made to the Hirer on return of the equipment in good order and condition. The Hirer by accepting the goods or services agrees to the terms and conditions as laid down by the Owner and agrees to pay any costs of collection and all legal fees incurred by the Owner in the event of legal action becoming necessary.

## **6. Care of Equipment and Breakdowns**

(a) The Hirer shall take proper care of the equipment. In the event of the equipment being damaged, the Hirer shall pay the Owner a sum equivalent to the cost of replacing the equipment as lost.

(b) The Hirer warrants that they are competent to use the equipment in the way or which it is designed which includes the assembly and dismantling.

(c) Breakdown resulting from misuse shall not in any circumstances shorten the period of hire.

(d) It is the Hirer's responsibility to satisfy himself that the equipment is suitable for the work intended and that it is used in a way that complies with all statutory requirements.

(e) The equipment does not purport to be new stock

or equal to new, but when sent out all items are understood to be in good condition and fit for normal use.

(f) The Owner is not liable for any loss suffered by the Hirer or liability incurred by the Hirer as a result of the breakdown of the equipment howsoever caused. Notwithstanding the forgoing any liability attaching to the Owner under this agreement shall be limited to the amount of hireage charges due under this agreement. In the event of breakdown the Hirer must immediately notify the owner by telephone.

## **7. Injury or Damage to Hirer or Third Persons or Property**

The Hirer shall not have any claim against the Owner for loss or damage suffered by the Hirer as a result of the Hirer's use of the equipment and further the Hirer will indemnify the Owner against any claim by a third person in respect of any loss, injury or liability arising from his hiring or arising out of the use of the equipment hired by the Hirer.

## **8. No Assignment of Hire Agreement**

This agreement is personal to the Hirer and is not capable of assignment by persons , and the Hirer shall not sublet the equipment to any other person, but this shall not prevent employees of the Hirer using the equipment by the Hirer.

## **9. No Warranties by Owner**

The Owner makes no warranty or representations as to the state, quality or fitness of the equipment for any purpose and no such warranty shall be implied by the description of the equipment on the face of this form. All implied warranties and conditions as to the state, quality or fitness of the equipment for any purpose are hereby excluded.

## **10. The person signing this document for and on behalf of the Hirer**

(if not personally the Hirer) warrants that they have the authority of the hirer to make this contract on the Hirer's behalf and that he is empowered by the Hirer to bind the Hirer to this agreement. The person so signing hereby indemnifies the Owner against all losses and costs that may be incurred by the Owner arising out of the person so signing the agreement failing to have such power of authority.

**11. The Hirer shall forthwith on request by the Owner advise the owner of the whereabouts of the equipment** and allow the Owner or its agents or servants reasonable time to inspect and test the equipment and for such purposes the Hirer hereby gives irrevocable leave and licence to the owner its agents to take possession of the equipment remove the same and to enter upon any premises where the

equipment or any of the same or any part thereof may be.

**12. In the case of a person entering into this contract in a private capacity as Hirer**, the Hirer by entering into this contract hereby authorises the disclosure of personal information regarding this creditworthiness by any other party to the Owner.