HIRE AGREEMENT
TERMS AND CONDITIONS

SALES AND PROCESSES **COMPANY POLICY NUMBER: 4**

Location: 34 – 36 Gatwick Road, Bayswater VIC 3153
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Approved By: Peter Scott

Introduction

Super Safe Hire (SSH) is a hire business providing builders temporary/site toilets, function toilets, trailer toilets, corporate/function toilet blocks, temporary site fencing and power poles, driveway cross overs and rubbish cages as well as site offices and lunch rooms to the building industry, corporate events and private functions.
SSH is licenced to provide a pump and clean service for temporary toilets and site amenities as well as a pumping service for septic tanks and is an accredited EPA agent licenced to remove and transport 30XY prescribed waste, as well as grease trap, car wash and triple intercept waste material.
SSH hires and installs fall protection systems including lightweight and heavy-duty scaffolding, handrail systems, walkway platforms, void protection and mobile tower systems. Our Terms and Conditions are continually reviewed and may be amended from time to time without notice. By proceeding with our services, the client acknowledges and agrees to the latest version of our Terms and Conditions. Please visit supersafehire.com.au to view the most current version.

4.1 Ownership of products hired

4.1.1 All products hired are the sole and absolute property of SSH and the person or company (the Client) who is hiring the products or any of their representatives, agents or employees shall not sell, offer for sale, assign, mortgage, pledge, sublet, lend or dispose of the products hired in any way without the prior written consent of SSH.

4.1.2 SSH may affix to any of its products hired, or any part thereof, corporate signage indicating ownership of the products hired and for promotion of the company.

4.1.3 This signage shall NOT be removed, defaced, obliterated or covered over by the Client and SSH shall have free access always thereto for maintaining same.

4.2 Hire period

4.2.1 The Client shall pay SSH the complete amount of the contracted rental rate for the initial rental term agreed upon, inclusive of the final pick up and cleaning charges if applicable.

4.2.2 The rental period will be computed from the date upon which SSH completes delivery and/or installation of the products hired, or the Client picks up the products hired from SSH and then continuing until the termination of the hire in accordance with these conditions.

4.2.3 After the expiration of the initial hire period, the rental will be automatically continued on a weekly basis (monthly or part thereof for fencing) as an overhire until the Client notifies SSH that they wish to cease the hire agreement and have the products picked up and removed from their site, or return the products hired.

4.2.3. a Overhire pricing is subject to change without notice

4.2.4 The Client may terminate this agreement after the expiration of the initial hire period by giving 48 hours' notice to SSH to have the products picked up from the site they were delivered to and/or by returning the products hired to SSH premises

4.3 Terms of trade

4.3.1 Unless otherwise stated, all prices quoted by SSH remain firm for thirty (30) days from the date of quotation with deliveries to be made within sixty (60) days from the date of order.

4.3.1. a Pricing is subject to change without notice

4.3.2 All orders or requests for pick-up/service must be placed directly with a SSH staff member by phone or emailed to the appropriate address.

4.3.3 Messages left on any answering machine will not be guaranteed

4.3.4 All rental and other charges are strictly net and inclusive of GST.

4.3.5 For hired products, unless an approved trading account has been opened, all clients must make a prior payment for any products or services provided by SSH in cash, funds directly deposited into the SSH bank account or with a credit/debit card prior to the delivery taking place.

4.3.6 For items sold, all clients must make a prior payment for any products or services provided by SSH in cash, funds directly deposited into the SSH bank account, or with a credit/debit card prior to the delivery or pick up taking place.

4.3.7 Where goods are paid for by direct deposit into the SSH bank account, SSH will not release the goods until the payment has been cleared into the appropriate bank account.

4.3.8 The Client agrees to pay SSH the full amount of any judgement recovered against any loss or damage sustained by SSH caused by, or arising out of or incidental to the default or neglect of the hirer

4.3.9 The Client shall not be entitled to recover from SSH any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the Client due to or arising out of any break down or failure of the products hired whether caused by fair wear and tear, negligence on the part of SSH or any other reason whatsoever.

4.3.10 No indulgence or extension of time for the making of any payment or committing of any act granted by SSH to the Client shall affect the strict rights or obligations of the parties under this contract.

4.3.11 Any notice required to be served by one party on the other shall be deemed to have been properly served when sent by email to the known address or five working days after the notice has been posted by prepaid post to the other party at the address appearing herein.

4.3.12 In this contract where the context shall admit, the singular shall include the plural and the masculine, feminine and neutral genders.

4.3.13 Where there is more than one Client the terms and conditions hereof, shall bind them jointly and severally.

4.3.14 The term "the client" shall include their respective successors, heirs, assignees and transferees and where there is more than one Client or owner, the successors, heirs, assignees and transferees of each client.

4.4 Credit Claims

4.4.1 Any claims for credit must be submitted in writing via email to accounts@supersafehire.com.au

4.4.2 SSH will only recognise any legitimate claims for credit from a Client if a claim is made within 60 days from the initial commencement of hire, and only if the account is in a current status and is paid up to date with the possible exclusion of the amount being claimed for credit

4.4.3 Claims for credit will only be considered by SSH where the products supplied are faulty in some way or the service provided is not as was originally contracted for

4.4.4 If the products or services provided by SSH have been 'off hired' and picked up and no condition report has been submitted by the SSH employee/driver indicating the products were faulty at the time of pick up, then no claims will be recognised for faulty products

4.4.5 The claim will initially be reviewed by the sales department and then passed onto SSH's Commercial Manager or SSH(s) or their designate for final approval

4.4.6 If the claim for credit is not accepted by SSH then the Client will be responsible for payment in full of the account by the due date and SSH's normal trading terms will apply

4.4.7 Re-imbursement for an approved claim will only be made in the form of a credit note to an approved trading account or a credit to the original credit card used for a hire if the Client does not have an approved trading account.

4.4.8 Under no circumstances will SSH pay an approved credit claim in cash

4.4.9 If a dispute arises regarding a claim for credit, then the matter will be referred to SSH's Managing Director for review with the client.

4.4.10 If the matter cannot be resolved at this level, then the Client has the right to submit the matter to VCAT for resolution

4.5 Payment using credit card or EFTPOS

4.5.1. a Payment options are via credit card of EFT. If a client does not wish to pay via credit card, payment must be made by direct debit and no delivery or service will be provided until SSH has proof the payment has been deposited into SSH's bank account.

4.5.2 When the Client provides their credit card or EFTPOS details to pay for products hired, these card details will remain securely on file at SSH until the products hired have been returned.

4.5.3 SSH will not pass on any credit/debit card details (or any other Client details) to any other party and all Client information will be stored in a secure manner

4.5.4 If the products hired remain at the client's site in excess the original paid period, SSH will debit the client's credit/debit card each week or month the quoted overhire rate until the products hired have been picked up or returned.

4.5.5 All damaged or stolen products hired will also be billed to this credit/debit card.

4.5.6 Debits to the client's credit/debit card for over hire are deducted without notice by SSH until the products are off-hired.

4.5.7 A copy of invoices showing the credit/debit card receipt will be sent by email unless directed by client.

4.6 Payment using an approved trading account

4.6.1 All new trading accounts are only opened with the approval of SSH(s) or their designate and are done so on a strict 30-day basis provided an account application form is filled out in full with all relevant details and guarantees provided and the Client meets the criteria set by SSH.

4.6.2 Should any client, with an existing trading account, request to extend their trading terms or to increase their credit limit, the appropriate account documentation must be correctly filled out and approval may only be granted by SSH(s) or their designate

4.6.3 If the products hired remain at the client's site in excess the original paid period, SSH will charge the amount owing to the client's account each week or month until the products hired have been returned.

4.6.4 All damaged or stolen products hired will also be billed to this account.

4.6.5 Debits to the client's account will be done so without notice by SSH.

4.6.6 A copy of invoices and a statement will be sent by email unless directed by client.

4.7 Overdue accounts

4.7.1 All overdue accounts will be automatically placed on hold once the account has exceeded the agreed terms of trade

4.7.2 Whilst on hold, further trade with an account Client may only be undertaken on a cash, funds deposited into the SSH bank account or approved credit/debit card basis, provided agreement is reached from SSH management

4.7.3 If payment is not received within an agreed period then the SSH products will be picked up from site and debt collection proceedings will commence, with the Client being liable for all debt collection costs on top of the amounts outstanding to SSH.

4.8 Delivery/Pick Up

4.8.1 All orders under $180 (GST inc) will incur a delivery fee.

4.8.2 Orders of multiple items picked up at separate times (not in one pick up) will incur a charge per pick up to cover the cost of the second and any subsequent pick up.

4.8.3 Trailer toilets can be delivered for a fee as it is assumed that the trailer toilet will usually be picked up and returned to SSH premises.

4.8.4 Delivery of the products hired will be clean, in good condition and in proper working order and will be deemed to be as per the order and invoice unless written notice specifying any discrepancy or defect is given by the Client to SSH within (7) days of the date of the delivery.

4.8.5 SSH may charge the Client a maintenance/cleaning fee at the completion of the hire if the product(s) hired is returned and requires excessive repair and cleaning due to mis-use whilst at the client's site.

4.8.6 The Client shall not be entitled to recover from SSH any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the Client due to or arising out of any failure to effect delivery at the scheduled time on the part of SSH

4.8.7 If SSH is unable to access a site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.8.8 Where a crane truck is required for products delivered by SSH it is the client's responsibility to:

4.8.8. a Provide clear and sufficient access to the site, with at least 4.6 metres clear of power lines or other encumbrances to the point of delivery and to assist in unloading if required and/or act as a spotter

4.8.8. b Provide a stable site for the truck to be parked, and if in the opinion of the driver there is a danger of bogging or the site is unsuitable for lifting then additional costs will be passed on to the Client by SSH if the delivery cannot take place.

4.8.8. c Ensure the driver will not be detained unnecessarily due to poor access or the nature of the site, beyond what is considered to be a reasonable delivery time. If this occurs, then additional costs will be passed on to the Client by SSH

4.8.8. d Ensure that where access is required over a kerb, footpath, driveways etc., that SSH is not liable for any damage

4.8.9 If SSH are unable to collect the products hired from the site because the Client has not given SSH immediate and ready access, then at SSH's option:

4.8.9. a The Client shall be further liable to pay rent on a weekly basis until SSH have been given immediate and ready access to the products hired by the client

4.8.9. b If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.8.10 SSH shall not be responsible to the Client for any loss or damage suffered by or occasioned to the Client or any third party either directly or indirectly because of SSH removing any of the products hired in accordance with the terms of these conditions and the Client shall indemnify SSH against any claims or actions brought against SSH by any third party in respect of such loss or damage

4.9 Product maintenance/condition – Client and SSH responsibilities for lost, stolen and damaged equipment

4.9.1 **Damage to SSH product while on site** - The Client shall keep the products hired secure, in good clean condition and proper working order and always use the products hired for the purpose of which they were hired

4.9.1. a If a programmed maintenance agreement has been entered into with SSH for the period of hire, as detailed in Clause 4.16, SSH will ensure the product(s) hired are in clean, good condition and proper working order

4.9.1. b Pricing is subject to change without notice

4.9.2 So long as the products hired remain on site the Client shall be liable for any damage (new for old) to or loss of the products hired from any cause whatsoever, including but not limited to damage through vandalism, mis-use, theft, graffiti, storm, tempest, fire, act of God, flood or other natural catastrophe but excepting fair wear and tear.

4.9.3 If a SSH product is stolen or maliciously damaged whilst at the client's site, it is the responsibility of the Client to immediately report the incident to SSH and to the police and obtain a police report for the theft or damage with a copy of this report forwarded onto SSH within 48 hours of discovery via email to sales@supersafehire.com.au or sent via registered mail.

4.9.4 The Client is liable for:

4.9.4. a The cost of repairing any damage to a SSH product(s)

4.9.4. b Damage to the SSH product(s) or to the property of any third party caused deliberately or recklessly by the Client or any person on the client's site during the rental period

4.9.4. c The cost of replacing if lost or stolen any part or accessory (new for old) of the SSH product(s).

4.9.5 If any damage occurs the Client must pay to SSH, or SSH will debit the client's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the SSH product(s) pending an SSH assessment of the loss and damage, and if applicable the repair of the SSH product(s).

4.9.6 For calculating costs of repairs SSH will add the Recovery Costs to the amount of costs of damage and repair to the SSH product(s).

4.9.6. a For this clause 'Recovery Costs' means in relation to the loss of or damage to the SSH product(s) hired

4.9.6. b Any appraisal fees

4.9.6. c Any transport, storage and recovery costs; and

4.9.6. d An administrative fee reflecting the cost of making arrangements for repairs, transport and other administrative activities

4.9.7 SSH may recover from the Client as a debt due and payable the costs of repairing and/or replacing the same where it is in the opinion of SSH necessary.

4.9.8 The Client shall be further liable to pay rental on a weekly basis until the products hired have been repaired and/or replaced.

4.9.10 **Breakdown of SSH product while on site -** In the event of any SSH product breaks down which renders that product unable to perform its intended function(s) the Client is required to notify SSH immediately that the product is not performing the duty its was hired for.

4.9.10. a Such notification does not absolve the Client from its requirement to safeguard the SSH product until it is repaired, returned or collected by SSH.

4.9.11 In the event of a breakdown the Client shall not repair, or attempt to repair, the SSH product without the prior consent of SSH

4.9.12 If SSH does not consent to the Client conducting repairs to the SSH product and the hire is not terminated pursuant to these terms, SSH will use its best endeavours to repair the SSH product within the shortest time possible.

4.9.13 If the SSH product breaks down or becomes unsafe, the Client must immediately stop using the SSH product and must make all necessary steps to prevent injuries to any persons or damage to any property as a result of the condition of the SSH product.

4.9.14 SSH shall not be liable for any expenditure, damages, loss or inconveniences incurred by the Client arising out of any breakdown whether caused by fair wear and tear, lack of repair or negligence on the part of SSH or any other reason whatsoever.

4.9.15 If a SSH product breaks down or is damaged due to the Client's negligence or wilful misuse, SSH is entitled to continue to charge hire charges until the SSH product has been repaired or replaced.

4.9.15. a SSH may otherwise recover the cost of any repairs that are carried out to the SSH product.

4.10 Damage Waiver

4.10.1 SSH offers clients a damage waiver which is equal to 8% of the hire cost

4.10.2 The SSH damage waiver is not insurance but is an agreement by SSH and the Client to limit their liability for damage to SSH equipment whilst it is on the client's site

4.10.3 The Damage Waiver excludes

4.10.3. a Stolen or written off hire items

4.10.3. b Damage caused by the client's negligent act or omission;

4.10.3. c Damage caused by the Client's failure to use SSH Product(s) for their intended purpose or in accordance with SSH or the manufacturer's instructions

4.10.3. d Damage caused by the overloading of SSH Product(s) or any components thereof;

4.10.3. e Damage to any motors or other electrical components supplied with or within SSH Product(s) caused by electrical overload, a surge in electrical current or the use of under-rated or excessive lengths of extension leads

4.10.3. f Damage caused by exposure to any corrosive or caustic substance, such as cyanide, saltwater, acid, etc;

4.10.3. g Damage caused by vandalism

4.10.4 This damage waiver is not automatically included in the hire fees and the Client must specifically request this service be added to their hire agreement.

4.10.5 If the Client elects to take up the damage waiver, the fee is charged on top of the initial hire fee for the agreed hire period

4.10.5. a If the hire period extends beyond the initial hire period, then the damage waiver will be charged at 8% of the overhire rate when the overhire is charged.

4.10.6. When a damage waiver charged is paid by the client, SSH will not make a claim against the Client for any accidental damage to the equipment during the period covered by the charge.

4.10.6. a The damage waiver is only valid if the damage waiver charge is paid up to date and in full.

4.10.7 The following items are excluded from the damage waiver if applicable

4.10.7. a Transport cost if replacement product is to be returned to site

4.10.7. b Abolishment of power and water if connected to hire equipment

4.11 Client's responsibilities

4.11.1 If SSH products are to be used on a building/construction site or at a public event it is the client's responsibility to ensure the necessary permits and approvals have been taken out and that site complies with all statutory regulations and permits.

4.11.2 If the Client elects to commence any construction works or commence an event before SSH product is delivered to or installed on-site then the Client accepts full responsibility for any penalties or fines incurred if that site is in breach of any statutory regulations and permit requirements.

4.11.2. a SSH will accept no responsibility for any penalties incurred.

4.11.3 The Client acknowledges that the products hired are suitable for the purposes, use or operation required by the Client and that there has been no reliance on advice or representations made by SSH.

4.11.4 The Client shall during the term of the hire use the products hired only in accordance with SSH directions/conditions and the purpose for which the products hired are intended to be used and shall indemnify SSH against any loss occasioned to or damage suffered by SSH or any third party or any action which may be brought by any responsible authority against SSH because of the client's failure to comply with these conditions.

4.11.5 The Client shall comply with the provisions of all laws, statutes, ordinances and proclamations (including all orders, regulations, rules and by-laws made thereunder) affecting the Client and/or use of the products hired.

4.11.6 Should SSH suffer any penalty or loss in respect of any breach or non-observance thereof, SSH shall be entitled to recover from the Client as a debt due and payable any amount expended by SSH in the respect thereof

4.12 No warranty and limitation of liability

4.12.1 Except as conferred by law, no separate warranty or guarantee is given with respect to any of the characteristics or quality of the SSH products supplied for purchase or hire.

4.12.2 Where any Act, law or statute implies in these terms any term, condition or warranty and that Act, law or statute avoids or prohibits a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty will be deemed to be included in these terms.

4.12.3 However, the liability of SSH for any breach of such term, condition or warranty will be limited, at the option of the SSH, to:

4.12.3. a the replacement of the product(s) hired or the supply of the equivalent product(s); or

4.13.3. b the supply of services or the payment of the cost of having the services supplied again.

4.13 Labour rates

4.13.1 If extra costs are incurred by SSH that are no fault of SSH or are for additional services as requested or required by the client, additional rates will be charged

4.13.2 Labour rates are charged out at a 3-hour minimum from depot to depot.

4.14 Builders or function toilets

4.14.1 All toilets are cleaned before despatch and have the initial supply of toilet paper and appropriate chemicals in the waste holding tank.

4.14.2 It is usual practice to fill the freshwater tank to capacity prior to shipping (unless specified otherwise) as part of the preparation but note that this can be splashed out during transport.

4.14.3 At the time of placing an order the Client must inform SSH of their preferred location for the placing of a toilet on site which must be within a 4.0 metre radius of where the SSH delivery truck can safely park to enable the toilet to be craned into the desired location.

4.14.4 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired

4.14.4. a If SSH is unable to access the site then a wasted call out fee will be charged

4.14.5 The preferred location must have a stable flat surface to ensure the toilet can stand upright allowing the correct flow of liquid/waste and the toilet does not fall over.

4.14.6 If a site location is not provided, then SSH will attempt to place the toilet towards the front of the property and on the opposite side of the driveway or as close as possible to the centre of the block

4.14.7 If the Client wishes the toilet to be located somewhere outside of the 4.0 metre radius of the truck's access location and the toilet can be safely trolleyed to that location, the following extra costs will be incurred provided the conditions listed in point 4.13.8 can be achieved

4.14.7. a Trolley charge - $66.00 per toilet, standard business hours - $88.00, weekend (or holiday) rates

4.14.7. b If SSH determines a second person is required to assist the driver in trolleying the toilet into the location required, then extra costs may be incurred – unless the Client can provide the required assistance

4.14.8 Trolley access conditions

4.14.8. a Maximum distance unit can be moved on trolley is 25m

4.14.8. b The maximum slope angle of the ground to be covered is 1:10 (ramp angle and side slop angle)

4.14.8. c The pathway to the location must have clear overhead access no less than 2.5 metres, free of trees and branches, electrical wires or obstacles, with clear width access no less than 1.2 metres on solid ground with no steps

4.14.8. d Only units that are empty may be trolleyed – which means if a toilet is to be picked up by trolley then it must be pumped empty first

4.15 Trailer toilets

4.15.1 Trailer toilets are to be picked up and then returned (after the hire period) to one of SSH's premises

4.15.2 Prior to pick up, the unit will be clean, the reserve tank filled with fresh water and the appropriate amount of sanitiser installed in the waste tank along with the initial supply of toilet paper.

4.15.3 The expected hire period will be paid for in full at, or prior to the time of collection.

4.15.4 All trailer toilets are fitted with a 50mm towing hitch with wiring that complies with the Australian Standards and VicRoads requirements

4.15.5 The Client is liable to inform SSH as to the area/s the toilet may be taken to during the hire period

4.15.6 The Client is liable for the loss of, and ALL damage to the trailer toilet, no matter what the cause is, and for all damage to the property of any person which is caused or contributed to by the Client or any person the Client allows to drive the vehicle with a SSH toilet/trailer attached.

4.15.7 Notwithstanding clause 14.15.6, a SSH trailer toilet is considered to be a motor vehicle and as such should be covered by the Client's motor vehicle insurance policy

4.15.8 The Client warrants to SSH that the motor vehicle used to tow a SSH trailer toilet shall only be driven by a person with a valid driving licence

4.15.9 The Client shall ensure and warrants to SSH that the driver of the motor vehicle used to tow a SSH trailer toilet shall be over the age of 21 years, shall not have been convicted of any offence relating to the driving of a motor vehicle under the influence of drugs or with more than the legally prescribed level of alcohol content and shall not have been refused any motor vehicle insurance.

4.15.10 The Client will provide details of the driver's name and license number which will be used in the event of traffic infringement notices being received.

4.15.11 The Client is also liable for:

4.15.11. a The cost of repairing any overhead or under body damage to the toilet/trailer

4.15.11. 5 Damage to a tyre or an accessory not attributable to normal wear and tear; and

4.15.11. c Damage to the toilet/trailer or to the property of any third party caused deliberately or recklessly by the client, or any member of the client's party during the rental period

4.15.11. d The cost of replacing (new for old) if lost or stolen any part or accessory of the trailer/toilet.

4.15.11. e Any road tolls and traffic infringements that are associated with the hire of this trailer whilst under a contract of hire.

4.15.12 Where the Client or an authorised driver or any person, whilst towing the trailer/toilet results in and accident or claim (incident) or where damage or loss is sustained to the trailer/toilet or the property of any third party, the Client must ensure that the Client or any authorised driver:

4.15.12. a Promptly reports the incident to the local police if required by law within 24 hours of the incident.

4.15.12. b Promptly reports the incident in writing to SSH within 24 hours of occurrence.

4.15.12. c Does not, without SSH prior consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability to the incident if the trailer/toilet was involved in an accident

4.15.13 The Client is not authorised to remove the toilet from the trailer and is not permitted to remove or change the number plate or registration label

4.15.14 Further to this the Client is not permitted to remove any advertising signage from the products hired.

4.15.15 The hirer is to use trailer locks when the trailer is not secured.

4.16 Site sheds, lunchrooms, and corporate/function toilet blocks (referred to as the unit)

4.16.1 All site sheds, lunchrooms and corporate/function toilet blocks are cleaned before despatch and will have the initial supply of toilet paper and supplies (if required) and any extra equipment as agreed to

4.16.2 At the time of placing an order the Client must inform SSH of their preferred location for the placing of a unit on site and ensure there is a minimum space of 20 metres available to enable use of tilt tray or crane to load/unload the unit

4.16.3 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired and ensure the SSH vehicle can be parked in safe area minimising obstruction to other vehicles or people

4.16.4 If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.16.5 The preferred location must have a stable flat surface to ensure safe unloading or loading

4.16.6 It is the client's responsibility to level up the shed once delivered to site

4.16.7 It is the client's responsibility to connect water and electricity to the unit (if required)

4.16.8 Any electrical appliances or equipment supplied by SSH with a site shed, lunchroom or corporate/function toilet block has been safety checked, tested and tagged by SSH prior to hire in accordance with the relevant latest applicable Australian Standard(s) and Regulatory Authority requirements.

4.16.9 While any electrical equipment is on hire, the Client is responsible for arranging at the Client's cost the re-testing and re-tagging of the electrical equipment (where necessary) by a licenced tester in accordance with the applicable Australian Standard(s) and Regulatory Authority requirements.

4.16.10 SSH is able to arrange, at the Client's cost, for such re-testing and re-tagging of the electrical equipment.

4.16.11 Any damage caused to SSH product resulting from incorrect testing shall be at the Client's cost.

4.16.12 Upon completion of the hire, it is the client's responsibility to ensure that electricity and/or water are disconnected from the building prior to pick up (if applicable).

4.16.13 If SSH is unable to pick up a unit at the end of the hire because power or water is still connected, then a wasted call out fee will be charged

4.16.14 The Client is not permitted to fix, screw, or attach any structure or item to the unit.
4.16.15 Unless a service/maintenance agreement has been made, the Client is responsible to ensure the unit is maintained and cleaned with adequate supplies whilst on their site
4.16.6 At the time of placing an order SSH and the Client will agree on any extra equipment that maybe supplied/hired with the unit – such as (but not limited to)
4.16.16. a Tables and chairs
4.16.16. b Lunchroom equipment such as microwave ovens, urns
4.16.16. c Office furniture including desks and chairs
4.16.17 The Client will be responsible for the maintenance of these items and ensuring they are returned in good working order with the unit

4.17 Toilet pumping and service

4.17.1 SSH is only licenced to pump sewerage and it is the client's responsibility to ensure no other liquid or hazardous materials are to be pumped from toilets or tanks.

Weekly / Fortnightly / Monthly (programmed) - Servicing Conditions

4.17.2. Scheduling for programmed servicing will be organised between SSH and the Client at the initial point of order
4.17.3 SSH will endeavour to have programmed servicing done within a 5 day period of the scheduled time
4.17.4 When a toilet is being serviced under a programmed servicing agreement, it will be at the discretion of the SSH service person to determine whether a toilet needs to be pumped out (based on the volume of waste in the tank) and if that service person does not have a pump truck to provide that pumping service, they will organise to have a pump truck return to the site to pump the toilet.
4.17.5 It is the responsibility of the Client to ensure SSH pump truck has clear access to the toilet or septic tank to be pumped and cleaned.
4.17.5. a If clear access is not available to the site, the SSH truck will bypass the pump and clean and return later when access is available, and a further fee will be applied.

On demand - Servicing Conditions

4.17.7 Orders for site servicing must be placed by 12.00pm on the day before the service is required
4.17.8 SSH will ensure the pump and clean is done within 48 hours of the scheduled time according to their schedule
4.17.9 It is the responsibility of the Client to ensure SSH pump truck has clear access to the toilet or septic tank to be pumped and cleaned.
4.17.10 If clear access is not available to the site, the SSH truck will bypass the pump and clean and return later when access is available, and a further fee will be applied.
4.17.10. a If SSH is unable to access the site to effect a service then a wasted call out fee will be charged

4.18 Temporary site fencing

4.18.1 At the time of placing an order the Client must inform SSH of their preferred location for the placing of temporary fencing on site.
4.18.2 The preferred location must have a stable flat surface to ensure the fencing can stand upright
4.18.3 It is the client's responsibility to inform SSH if the fencing is to be erected over any underground services that could possibly be damaged by erecting the fencing, as SSH will accept no liability for any damage if the site has not been marked.
4.18.4 SSH will not take responsibility for any underground services when ground penetration is required for installation.
4.18.5 All underground services are performed by SSH as the client's agent, and the Client is responsible for any issue or problem caused by ground penetration
4.18.6 If a site location is not provided, then SSH will attempt to place the fencing towards the front of the property
4.18.7 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired
4.18.7. a If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged
4.18.8 Under no circumstances is the Client allowed to alter or structurally change SSH fencing components or panels
4.18.9 At the time of placing an order the Client must inform SSH if they intend to attach any temporary signage, including shade cloth, so an allowance can be made to add additional bracing (at an extra cost) to the fencing to minimise the chance of the fence falling over due to wind or the weight of the signage or shade cloth.
4.18.10 If the Client attaches any temporary signage, including shade cloth or any other form of accessory such as chains or padlocks to the temporary fencing then the Client is responsible to remove those items prior to the collection of this fencing by SSH.
4.18.10. a If SSH has to remove any items attached by the client, then an addition charge will be passed onto the client
4.18.10. b The Client is also liable for any damage to the fencing caused by the attachment of any items
4.18.11 If fencing is pushed or falls over for some reason, which is deemed to be of no fault of the SSH initial installation and SSH is requested to go to site to re-stand or alter fencing then a service charge will be passed onto the client
4.18.12 If a part pick-up or delivery of additional fencing is required, then a part pick up or extra delivery charge will be incurred
4.18.13 Whilst SSH temporary fencing is on site - the Client is liable for:
4.18.13. a Ensuring fencing is maintained and kept standing in the location it was erected by SSH.

4.19 Driveway cross overs

4.19.1 In all cases, unless the Client has given specific instructions to the contrary, the SSH driver will place the cross over on top of what is deemed to be the main driveway to the property.

4.19.2 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired

4.19.2. a If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.19.3 SSH will accept no liability to any damage caused by trucks or any other vehicles to the concrete or other surfaces under which the cross-over lies

4.19.4 It is the client's responsibility to make sure the crossover is not protruding onto the road.

4.19.4. a If the Client requires the crossover to be altered or moved, additional cost will be incurred.

4.19.5 If any damage or loss occurs to the cross-over that is considered excessive to fair wear and tear, the Client must pay to SSH or SSH will debit the client's account or credit/debit card with the estimated cost of repairs at the time of loss, or damage to the cross over pending SSH's assessment of the loss, and damage, and if applicable, the repair of the cross over.

4.20 Rubbish cages

4.20.1 At the time of placing an order, the Client must inform SSH of their preferred location for the placing of a rubbish cage on site.

4.20.2 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired

4.20.2. a If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.20.3 The location must have a stable flat surface to ensure the rubbish cage can stand upright and does not fall over.

4.20.4 If a site location is not provided, then SSH will attempt to place the rubbish cage towards the front of the property and as close as possible to the centre of the block

4.20.5 It is the client's responsibility to remove all waste material within a rubbish cage prior to collection by SSH

4.20.5. a If there is waste material left in a rubbish cage when SSH come to pick up the rubbish cage, the SSH driver will lift the cage off the waste material and there will be no liability to SSH for the waste material left on site and the possibility of that waste material being dispersed to other areas within or outside of the site.

4.20.6 It is the client's responsibility to ensure a rubbish cage is moved by hand only and no machinery is used to move or pick up that cage that may cause damage.

4.21 Temporary power poles

4.21.1. **Electricity fees/connection** - SSH shall

4.21.1. a Make all necessary applications to the electricity supply authority to have electricity connected to site

4.21.1. b Pay to the said authority its normal connection fee and on-charge that payment to the Client plus the appropriate administration fee

4.21.2 The Client shall pay all charges made by the said authority for the supply of electricity to site plus the appropriate administration fee.

4.21.3 Any power pole hire that has an outstanding hire fee or power usage fee will have the power removed from that site

4.21.3. a The Client will incur a temporary power disconnection fee from the power supply company (price applicable at the time)

4.21.4 Once the outstanding fees and outstanding accounts have been paid, SSH will make all necessary applications to the electricity supply authority to have electricity reconnected to site.

4.21.4. a The Client will incur a temporary power reconnection fee from the power supply company (price applicable at the time).

4.21.5 SSH shall not be liable for any act or default of the electricity supply authority or shall be responsible to ensure that the meter readings made by the supply authority are correct and accurate.

Delivery/connection

4.21.6 At the time of placing an order, the Client must inform SSH of their preferred location for the placing of a temporary power pole

4.21.7 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired

4.21.7. a If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.21.8 The location of the power pole must comply with all the relevant authority's requirements regarding location and safety

4.21.9 Power poles are only to be connected by a registered electrician and under no circumstances are to be altered

4.21.10 Under no circumstances is the Client allowed to alter or structurally change SSH power pole components

4.21.11 SSH will not take responsibility for any underground services when ground penetration is required for installation.

4.21.12 All underground services are performed by SSH as the client's agent, and the Client is responsible for any issue or problem caused by ground penetration

4.21.17 **Electrical testing** - SSH shall ensure that the installation of the temporary power pole will have all necessary electrical testing of connections done at the time of installation and connection

4.21.18 The Client must also ensure that all fixed and portable RCD's are tested by a licensed electrician or electrical inspector every calendar month while used on site

4.21.19 Any electrical appliances or equipment used from the power supplied by a SSH temporary power pole must have been safety checked, tested and tagged by a licenced tester in accordance with the applicable Australian Standard(s) and Regulatory Authority requirements.

4.21.20 Any damage caused to SSH product resulting from incorrect testing shall be at the Client's cost.

4.22 Temporary showers

4.22.1 All temporary showers are cleaned and tested before despatch

4.22.2 Temporary showers are fitted with an LPG (suitable) instantaneous hot water system and come with a full gas bottle which has a current date of usage.

4.22.3 It is the client's responsibility to ensure a current (date of usage) gas bottle the same size as the one supplied is returned with the temporary shower when it is picked up

4.22.4 If the SSH driver deems the gas bottle being picked up with the shower is out of date, is not suitable or damaged in any way then the Client will be charged for a replacement gas bottle.

4.22.5 No credits will be issued by SSH to the Client for any unused gas in the gas bottle at the time of pick up

4.22.6 The temporary shower must be within 16 metres to an outdoor mains pressure garden tap for connection with the hose supplied

4.22.7 The temporary shower is fitted with a 25mm diameter rubber pipe for discharge of water to a maximum distance of 5.0 metres into the garden or a sewer point

4.22.8 At the time of placing an order the Client must inform SSH of their preferred location for the placing of a temporary shower on site which must be within a 4.0 metre radius of where the SSH delivery truck can safely park to enable the shower to be craned into the desired location.

4.22.9 It is the client's responsibility to ensure SSH trucks have clear and safe access to the site to unload or load the products hired

4.22.9. a If SSH is unable to access the site to effect a delivery, pick up or service then a wasted call out fee will be charged

4.22.10 The preferred location must have a stable flat surface to ensure the temporary shower can stand upright allowing the correct flow of water and the shower does not fall over.

4.22.11 If the Client wishes the temporary shower to be located somewhere outside of the 4.0 metre radius of the truck's access location, trolley access can be granted provided the following conditions can be achieved

4.22.12 Trolley access conditions

4.22.12. a Maximum distance unit can be moved on trolley is 25m

4.22.12. b The maximum slope angle of the ground to be covered is 1:10 (ramp angle and side slope angle)

4.22.12. c The pathway to the location must have clear overhead access no less than 2.5 metres, free of trees and branches, electrical wires or obstacles, with clear width access no less than 1.2 metres on solid ground with no steps

4.22.12. d If SSH determines a second person is required to assist the driver in trolleying the temporary shower into the location required, then extra costs may be incurred – unless the Client can provide the required assistance

4.22.12. e Trolley charge - $66 per shower, standard business hours - $88.00, weekend (or holiday) rates

4.22.13 The temporary shower must be placed in a well-ventilated area due to the gas unit, which includes an open garage or shed.

4.22.14 If the SSH driver deems the desired location to be unsuitable then a discussion will be had with the Client about an alternative location

4.23 Scaffolding/fall protection - compliance

4.23.1 SSH will take all necessary care to ensure their scaffold/fall protection systems are installed in line with industry standards & guidelines including OH&S requirements, but the Client (principal contractor) has the ultimate responsibility to ensure their site is compliant to all industry standards & guidelines and OH&S requirements and must ensure they have the correct insurance and public liability cover should any accidents or damage occur.

4.23.2 The Client acknowledges that the scaffold/fall protection system hired is suitable for the purposes, use or operation required by the Client

4.23.3 The Client shall during the term of the hire use the scaffold/fall protection system hired only in accordance with SSH directions, industry guidelines and OH&S standards, and these conditions and the purpose for which the products hired intended to be used and shall indemnify SSH against any loss occasioned to or damage suffered by SSH or any third party or any action which may be brought by any responsible authority against SSH because of the client's failure to comply with these conditions.

4.23.4 The Client shall comply with provision of all laws, statutes, ordinances and proclamations (including all orders, regulations, rules and by-laws made thereunder) affecting the Client and/or use of the products hired.

4.23.5 Should SSH suffer any penalty or loss in respect of any breach or non-observance thereof SSH shall be entitled to recover from the Client as a debt due and payable any amount expended by SSH in the respect thereof

4.24 Quoting for supply and installation of scaffolding/fall protection

4.24.1 Unless otherwise stated, all prices quoted by SSH for scaffolding/fall protection remain firm for thirty (30) days from the date of quotation with installation or delivery to be made within sixty (60) days from the date of confirmation

4.24.2 The Client is responsible for the accuracy of the details, sizes and specifications provided and SSH will quote and design scaffold systems based around the information supplied.

4.24.3 Should there be any variation required for the scaffold system to be erected in detail, size and specification due to the information originally supplied being incorrect or different to what is required on site then SSH reserves the right to revise and amend the original quotation to suit the revised conditions.

4.24.4 SSH will endeavour to adhere to the scheduled time of delivery/installation as agreed to at the time of booking but will accept no liability if this time cannot be adhered to due to unforeseen circumstances, which would cause the delivery/installation time to be re-scheduled and the Client will be advised accordingly.

4.24.5 The Client shall not be entitled to recover from SSH any sum for any expenditure, delay, inconvenience, damage or loss of any kind incurred by the Client due to or arising out of any failure to effect delivery at the scheduled time on the part of SSH

4.24.6 If SSH is requested to go to site to alter scaffolding and this service was not included as part of the initial quote/acceptance then a service charge, as deemed appropriate by SSH will be passed onto the client

4.25 Supply & installation or dismantle of scaffolding/fall protection

4.25.1 SSH will not deliver, supply, or erect any scaffold systems or components until a signed acceptance of a SSH quotation/acceptance form and agreement to these terms and conditions of hire has been received from the client

4.25.1. a This acceptance form/agreement can be substituted by an email from the Client stating they agree to the quote and the terms and conditions of hire

4.25.2 Signed acceptance of these terms and conditions of hire can be used for multiple jobs/multiple sites if required by the client

4.25.3 The expected hire period will be paid for in full or charged to an approved trading account at, or prior to the time of installation

4.25.4 All SSH scaffold/fall protection systems will be erected under the supervision of a licenced team leader/scaffolder(s) with a competent crew to meet the appropriate Australian Standards and cannot be altered in any way by any other person.

4.25.5 SSH will fit a scaffold tag to the main access point which must remain in place for the duration of time the scaffold is on site and will complete a scaffold certification and leave on site with an authorised person or leave a copy in the meter box.

4.25.6 If the scaffold/fall protection system is on site for more than one month it is the client's responsibility to ensure an inspection is done on the scaffold/fall protection system to ensure it still complies to the original installation specifications

4.25.6. a This service can be provided by SSH at an additional cost if requested by the client

4.25.6. b If the scaffold system needs to be altered or rectified following this inspection service this will be done by SSH at extra cost to be agreed upon with the client

4.25.7 Scaffolding must not be installed within 4.6 metres of live/active power lines unless adequate protection has been put in place.

4.25.7. a It is the client's responsibility to ensure no products or components to be installed are within 4.6m of high voltage power lines unless the Client has obtained written permission from their local power supplier prior to works commencing.

4.25.7. b It is the client's responsibility to contact their local power supplier prior to works commencing.

4.25.8 Unless specified in the quote, SSH hire does not include any cost or provision for hoists/booms/scissor lifts

4.25.8. a If any additional SSH product or equipment is required for installation and removal and SSH arranges for it to be provided, then it will be provided based on cost plus 25%

4.26 Client's liability for supply & installation or dismantle of scaffolding

4.26.1 It is the client's responsibility to ensure

4.26.1. a SSH trucks have clear and safe access to the site to unload or load the products/components needed to erect or dismantle scaffolding or fall protection systems on (or before) the scheduled day of installation or dismantle

4.26.1. b A traffic management plan is in place, if needed, due to the accessibility of the site and/or traffic/road conditions while SSH products/components are being unloaded or loaded

4.26.1. c SSH installers have clear and safe access to the area where the scaffold/fall protection system is to be installed or dismantled with no other products, materials or impediments preventing SSH staff from erecting or dismantling the scaffolding or fall protection system

4.26.2 If there is an unreasonable delay on-site due to the site not being accessible by the SSH installation staff then the Client can be liable for a 'call out' fee if SSH is not able to undertake the work or additional charges if the SSH installation staff need to move obstacles that could impede or delay their installation (or dismantle) of the scaffold/fall protection system

4.26.3 Installation (or dismantle) will not proceed until the Client has agreed to these extra charges

4.26.4 The Client is liable

4.26.4. h For all damage to the property of any person which is caused by mis-use by the Client or any other person who uses the scaffold system absolving SSH of any liability

4.26.4. i To ensure that any tarpaulins that will need to be removed or altered are done so prior to the scaffold/fall protection installation and replaced to provide the coverage intended after the scaffold/fall protection installation

4.26.4. j To ensure that replacement (spare) roof tiles are available where scaffolding/fall protection is to be erected over or near a tiled roof should any damage occur to roof tiles during the SSH installation of a scaffold/fall protection system.

4.26.4. k To ensure that effective disbursement (drainage) and protection of water leakage into or onto a building or structure from roofed areas, gutters or drains is catered for that will not interfere with the erected scaffolding/fall protection or cause damage to the building or work area.

4.26.4. l To provide, if required, a post installation inspection from a qualified roof contractor (at no cost to SSH) for assessment of any (potential) damages that may have (or could have) occurred from the use of the scaffold

4.26.5 Whilst SSH will ensure scaffold systems are installed compliant to Standards Australia AS/NZS 289928 and take all steps practicable to ensure a scaffold system does not cause any form of damage (including water damage from leakage) to the building or work area it is the client's ongoing responsibility to ensure their building or work area remains secure (and water tight) whilst the scaffold system is on-site as conditions may change throughout the construction process due to changing weather, changing construction conditions and from other people working on the site.

4.26.5. a The Client will absolve SSH of any liability for all damage to the property of any person which is caused by the above clause

4.26.6 The Client must contact SSH immediately if they want to make a claim against SSH for any damage caused to property from the installation or dismantle of scaffold to have an authorised person from SSH come to site to assess the damage and determine the best course of action to repair/rectify any damage caused.

4.26.6. a Under no circumstances will SSH accept liability for the cost to repair any damage caused to property from the installation or dismantle of scaffold unless agreement has been reached prior to the rectification taking place.

4.26.6. b It will be at the discretion of SHH as to whether any payment made for any rectification works is paid directly to a contractor undertaking the repairs or whether the amount agreed upon is credited to the client's account or any amounts outstanding for the payment of the scaffold

4.27 Transfer of hire

4.27.1 Should a client wish to transfer the hire of any SSH product over to another party – the original Client must notify SSH via email, with the new Client copied into that email with the following information

4.27.1. a What product/stock is to be transferred over to another party

4.27.1. b The address where that product/stock is hired from SSH

4.27.1. c Details of who the hire is to be transferred to including name, address, phone number and contact details

4.27.1. d The date to hire liability is to cease with the existing client

4.27.2 The new Client must notify SSH via email, with the original Client copied into that email with the following information

4.27.2. a Stating they are willing to take over the hire of the SSH products listed in the original client's email

4.27.2. b Confirmation of the address where that stock is hired from SSH

4.27.2. c Confirmation of the date the hire liability is to cease with the existing Client and is to be transferred over to the new client

4.27.3 When SSH has received these confirmation emails - SSH will

4.27.3. a Inform the original Client of the final payment required to settle their hire with SSH

4.27.3. b Once payment of that account has been received – SSH will close off the original hire agreement and will contact the new client

4.27.3. c Raise a new hire contract in SSH's system for the products on site with agreement for the new period of hire

4.27.4 The new Client will be entering into a new contract of hire with SSH for the products hired

4.27.5 If the new Client does not have an approved trading account with SSH, then payment must be organised with SSH as per clause "4.5 – Payment using a credit card or EFTPOS" for the agreed period of hire

4.27.6 If the new Client does already have an approved trading account with SSH, then payment will be charged to that account for the agreed period of hire

4.27.7 All SSH terms and conditions of hire will be applicable to the new client

4.27.8 If the hired product is a toilet, SSH will organise for the toilet to be serviced (and pumped out if needed) as close as possible to the start of the new hire agreement.

4.27.9 If the hired product is a power pole, SSH will organise to have the meter read on the dates specified for electricity charges to be closed off with the original Client – and transferred over to the new client

4.28 Hire cancellation (fees)

4.28.1 All orders cancelled more than 24 hours before the scheduled delivery date may be charged a $55.00 cancellation fee to cover SSH administration costs

4.28.2 All orders cancelled less than 24 hours before the scheduled delivery will be charged a $95.00 cancellation fee to cover any administration costs and warehouse/logistics costs.

4.28.3 On top of the $95.00 cancellation fee, all orders cancelled when the driver arrives on site will also be charged a rate of $95 per hour or part thereof for the time taken to get to site from the SSH depot

4.28.4 All orders cancelled on the weekend or a public holiday will be charged in full.

4.28.5 All cancellations must be within SSH normal working hours, Monday to Friday 8.00am to 5.00pm excluding public holidays and must be placed directly with a SSH staff member, faxed or emailed to the appropriate address.

4.28.6 Messages on any answering machine will not be considered

4.28.7 An email will be sent to the Client from SSH acknowledging the cancellation of an order and the terms of any charges incurred for the cancellation

4.28.8 SSH may waiver the cancellation cost if it sees fit and has not incurred any cost.

4.28.9 Re-imbursement for any cancellations will only be made in the form of a credit note to an approved trading account or a credit to the original credit card used for a hire less the cancellation fee.

4.29 Hire cancellation – Scaffold products/orders (fees)

4.29.1 All scaffold installations or scaffold product orders cancelled after 11.30am on the business day prior to the scheduled delivery/installation, or after the job readiness confirmation, will be charged. Charges account for incurred costs, including administration, warehouse/order preparation, committed labor, reloading, and transport. Standard cancellation fees start at $325.00 and scale up to $1,550.00+ based on job size and resource requirements.

4.29.2 All cancellations must be within SSH normal working hours, Monday to Friday 7.30am to 5.00pm excluding public holidays and must be placed directly with a SSH staff member, faxed or emailed to the appropriate address.

4.29.3 Messages left on any answering machine will not be considered

4.29.4 An email will be sent to the Client from SSH acknowledging the cancellation of an order and the terms of any charges incurred for the cancellation

4.29.5 If the Client has a current SSH trading account, then any cancellation fees will be charged to that account

4.29.6 If the Client does not have a current SSH trading account, then any cancellation fees will be deducted from their deposit paid and will be credited back to the account or credit card used for the deposit

4.29.7 SSH may waiver the cancellation cost if it sees fit and has not incurred any cost.

4.29.8 Re-imbursement for any cancellations will only be made in the form of a credit note to an approved trading account or a credit to the original credit card used for a hire less the cancellation fee.

4.30 Personal Property Securities Act (PPSA)

4.30.1 The hirer acknowledges and agrees:

4.30.1.a That this hire agreement constitutes a security agreement and a PMSI (purchase money security interest) for the purposes of the PPSA; and

4.30.1.b A security interest is taken in all equipment previously supplied by SSH to the hirer (if any) and all equipment that will be supplied in the future by SSH to the hirer during the parties relationship.

4.30.2 The hirer agrees to do anything (including obtaining consents, signing or producing any further documents, and/or providing any further information) which SSH has and consider necessary for the purposes of:

4.30.2.a Ensuring that the security interest is enforceable, perfected and otherwise effective; and/or

4.30.2.b Enabling SSH to apply for any registration, complete any financing statement, financing change statement or give any notification, in connection with the security interest; and/or

4.30.2.c Enabling SSH to exercise rights in connection with the security interest.

4.30.3 The hirer waives any rights they may have:

4.30.3.a to receive notices under Sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 134(1),135 and 157 of the PPSA; and under sections 142 and 143 of the PPSA

4.30.3.b The parties agree that Sections 96 and 117 of the PPSA do not apply to these terms and conditions.

4.30.4 Neither party will disclose information of the kind mentioned in Section 275(1) of the PPSA, and the hirer will not

4.30.5 authorise and will ensure, that no other party authorises the disclosure of such information.