


SAFA SCAFF
SCAFFOLDING & ACCESS SOLUTIONS
Terms & Conditions of Trade

1. Definitions

- 1.1 "Safa" means Safa Scaffolding Pty Ltd ATF BD Fong Trust & DM Wundke Trust & LM Wundke Trust T/A Safa Scaffolding Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Safa Scaffolding Pty Ltd ATF BD Fong Trust & DM Wundke Trust & LM Wundke Trust T/A Safa Scaffolding Pty Ltd.
- 1.2 "Client" means the person/s buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by Safa to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Equipment" means all Equipment including any accessories supplied on hire by Safa to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Safa to the Client.
- 1.5 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by Safa to the Client.
- 1.6 "Price" means the Price payable for the Goods and/or Equipment hire as agreed between Safa and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.
- 2.2 These terms and conditions may only be amended with Safa's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Safa.

3. Change in Control

- 3.1 The Client shall give Safa not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Safa as a result of the Client's failure to comply with this clause.

4. Price and Payment

- 4.1 At Safa's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by Safa to the Client; or
 - (b) Safa's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 Safa reserves the right to change the Price in the event of a variation to Safa's quotation. Any variation from the plan of scheduled hire or specifications of the Goods/Equipment (including, but not limited to, materials and labour) will be charged for on the basis of Safa's quotation and will be shown as variations on the invoice.
- 4.3 At Safa's sole discretion a non-refundable deposit may be required.
- 4.4 Safa's quotation is based on labour being carried out during normal working hours Monday to Friday and/or between the hours of 6.00am and 12 noon on Saturdays. Any Services required outside these hours will be shown as a variation on the invoice and charged at penalty rates.
- 4.5 Safa's quotation shall be subject to a site inspection.
- 4.6 Safa may submit a detailed payment claim at intervals not less than one month for hire up to the end of the month. The value of hire shall include the reasonable value of authorised variations.
- 4.7 At Safa's sole discretion a bond may be required which shall be refunded upon return of the Equipment in a condition acceptable to Safa.
- 4.8 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Safa, which may be:
- (a) the date specified on any invoice or other form as being the date for payment; or
 - (b) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by Safa.
- 4.9 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and Safa.
- 4.10 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Safa an amount equal to any GST Safa must pay for any supply by Safa under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods/Equipment

- 5.1 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that the Client or the Client's nominated carrier takes possession of the Goods/Equipment at Safa's address.
- 5.2 The delivery docket issued by Safa shall be considered conclusive evidence that the Equipment delivered was in a good state of repair at the time of delivery.
- 5.3 At Safa's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.

- 5.4 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then Safa shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.5 Delivery of the Goods/Equipment to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 5.6 The Client shall be responsible for free access by Safa to the site on which the Equipment is located. If there are any delays due to free access not being available then the Client shall be responsible and shall reimburse Safa for all lost hire fees associated with the Equipment being unavailable. The Client shall also be responsible for all other expenses and costs incurred by Safa due to delays in access to the Equipment. The off-hire receipt will be issued when the Equipment is picked up by Safa or returned to Safa's premises.
- 5.7 Any time or date given by Safa to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and Safa will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Safa is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Safa is sufficient evidence of Safa's rights to receive the insurance proceeds without the need for any person dealing with Safa to make further enquiries.
- 6.3 If the Client requests Safa to leave Goods outside Safa's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 6.4 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, Safa's interest in the Equipment and agrees to indemnify Safa against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 6.5 The Client shall insure that Safa has clear and free access to the site where the Equipment is to be erected at all times to enable them to undertake Services, Safa shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Safa.
- 6.6 The Client shall ensure the foundations on the site on which the Equipment is to be erected is of sufficient strength and is otherwise suitable to carry the superimposed loads of the Equipment.

7. Title to Goods

- 7.1 Safa and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid Safa all amounts owing to Safa; and
 - (b) the Client has met all of its other obligations to Safa.
- 7.2 Receipt by Safa of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 7.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a bailee of the Goods and must return the Goods to Safa on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Safa and must pay to Safa the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Safa and must pay or deliver the proceeds to Safa on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Safa and must sell, dispose of or return the resulting product to Safa as it so directs.
 - (e) the Client irrevocably authorises Safa to enter any premises where Safa believes the Goods are kept and recover possession of the Goods.
 - (f) Safa may recover possession of any Goods in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Safa.
 - (h) Safa may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

8. Personal Property Securities Act 2009 ("PPSA")

- 8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 8.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods/Equipment that has previously been supplied and that will be supplied in the future by Safa to the Client.
- 8.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Safa may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);

- (b) indemnify, and upon demand reimburse, Safa for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods/Equipment charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of Safa;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment in favour of a third party without the prior written consent of Safa;
 - (e) immediately advise Safa of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.4 Safa and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 8.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 8.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 8.7 Unless otherwise agreed to in writing by Safa, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 8.8 The Client must unconditionally ratify any actions taken by Safa under clauses 8.3 to 8.5.
- 8.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

9. Security and Charge

- 9.1 In consideration of Safa agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 9.2 The Client indemnifies Safa from and against all Safa's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Safa's rights under this clause.
- 9.3 The Client irrevocably appoints Safa and each director of Safa as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Client's behalf.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 10.1 The Client must inspect the Goods/Equipment on delivery and must within forty-eight (48) hours of delivery notify Safa in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods/Equipment as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Safa to inspect the Goods/Equipment.
- 10.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 10.3 Safa acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 10.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Safa makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods/Equipment. Safa's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 10.5 If the Client is a consumer within the meaning of the CCA, Safa's liability is limited to the extent permitted by section 64A of Schedule 2.
- 10.6 If Safa is required to replace the Goods under this clause or the CCA, but is unable to do so, Safa may refund any money the Client has paid for the Goods.
- 10.7 If the Client is not a consumer within the meaning of the CCA, Safa's liability for any defect or damage in the Goods is:
 - (a) limited to the value of any express warranty or warranty card provided to the Client by Safa at Safa's sole discretion;
 - (b) limited to any warranty to which Safa is entitled, if Safa did not manufacture the Goods;
 - (c) otherwise negated absolutely.
- 10.8 Subject to this clause 10, returns will only be accepted provided that:
 - (a) the Client has complied with the provisions of clause 10.1; and
 - (b) Safa has agreed that the Goods are defective; and
 - (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 10.9 Notwithstanding clauses 10.1 to 10.8 but subject to the CCA, Safa shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - (a) the Client failing to properly maintain or store any Goods/Equipment;
 - (b) the Client using the Goods/Equipment for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of the Goods/Equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Client failing to follow any instructions or guidelines provided by Safa;
 - (e) fair wear and tear, any accident, or act of God.
- 10.10 Notwithstanding anything contained in this clause if Safa is required by a law to accept a return then Safa will only accept a return on the conditions imposed by that law.

11. Default and Consequences of Default

- 11.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Safa's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

- 11.2 If the Client owes Safa any money the Client shall indemnify Safa from and against all costs and disbursements incurred by Safa in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Safa's contract default fee, and bank dishonour fees).
- 11.3 Without prejudice to any other remedies Safa may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Safa may suspend or terminate the supply of Goods/Equipment to the Client. Safa will not be liable to the Client for any loss or damage the Client suffers because Safa has exercised its rights under this clause.
- 11.4 Without prejudice to Safa's other remedies at law Safa shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Safa shall, whether or not due for payment, become immediately payable if:
- any money payable to Safa becomes overdue, or in Safa's opinion the Client will be unable to make a payment when it falls due;
 - the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

12. Cancellation

- 12.1 Safa may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are delivered by giving written notice to the Client. On giving such notice Safa shall repay to the Client any money paid by the Client for the Goods/Equipment. Safa shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 12.2 In the event that the Client cancels delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by Safa as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 12.3 Cancellation of orders for Goods/Equipment made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

13. Privacy Act 1988

- 13.1 The Client agrees for Safa to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by Safa.
- 13.2 The Client agrees that Safa may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 13.3 The Client consents to Safa being given a consumer credit report to collect overdue payment on commercial credit.
- 13.4 The Client agrees that personal credit information provided may be used and retained by Safa for the following purposes (and for other agreed purposes or required by):
- the provision of Goods/Equipment; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods/Equipment; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the collection of amounts outstanding in relation to the Goods/Equipment.
- 13.5 Safa may give information about the Client to a CRB for the following purposes:
- to obtain a consumer credit report;
 - allow the CRB to create or maintain a credit information file about the Client including credit history.
- 13.6 The information given to the CRB may include:
- personal information as outlined in 13.1 above;
 - name of the credit provider and that Safa is a current credit provider to the Client;
 - whether the credit provider is a licensee;
 - type of consumer credit;
 - details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Safa has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - information that, in the opinion of Safa, the Client has committed a serious credit infringement;
 - advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 13.7 The Client shall have the right to request (by e-mail) from Safa:
- a copy of the information about the Client retained by Safa and the right to request that Safa correct any incorrect information; and
 - that Safa does not disclose any personal information about the Client for the purpose of direct marketing.
- 13.8 Safa will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 13.9 The Client can make a privacy complaint by contacting Safa via e-mail. Safa will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the

complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

14. Building and Construction Industry Payments Act 2004

- 14.1 At Safa's sole discretion, if there are any disputes or claims for unpaid Goods/Equipment and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.
- 14.2 Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.

15. General

- 15.1 The failure by Safa to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Safa's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland in which Safa has its principal place of business, and are subject to the jurisdiction of the courts in Queensland.
- 15.3 Subject to clause 10 Safa shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Safa of these terms and conditions (alternatively Safa's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
- 15.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Safa nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.5 Safa may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.6 The Client agrees that Safa may amend these terms and conditions at any time. If Safa makes a change to these terms and conditions, then that change will take effect from the date on which Safa notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Safa to provide Goods/Equipment to the Client.
- 15.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 15.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Additional Terms & Conditions Applicable to Hire Only

16. Hire Period

- 16.1 If Safa agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves Safa's premises and continue until the Client notifies Safa that the Equipment is available for collection or requests Safa to dismantle and remove the Equipment (subject to clause 10), and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 16.2 The commencement of the Hire period shall be documented on the delivery docket issued by Safa and the conclusion of the Hire period shall be documented on the return docket issued by Safa.
- 16.3 No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless Safa confirms special prior arrangements in writing. In the event of Equipment breakdown provided the Client notifies Safa immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attribute to the Client.

17. Risk to Equipment

- 17.1 Safa retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on delivery.
- 17.2 The Client will insure, or self insure, Safa's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

18. Title to Equipment

- 18.1 The Equipment is and will at all times remain the absolute property of Safa.
- 18.2 If the Client fails to return the Equipment to Safa then Safa or Safa's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- 18.3 The Client is not authorised to pledge Safa's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

19. Client's Responsibilities

- 19.1 The Client shall:
- (a) ensure any other construction works to be carried out at the site that the Equipment is to be erected is scheduled to commence after the Equipment has been erected;
 - (b) cover all electrical wiring within four and one half metres (4.5m) prior to the commencement of erection;
 - (c) provide allowance for Safa to locate trying positions for the erection of the Equipment, and ensure that no such ties are removed by any person other Safa;
 - (d) notify Safa immediately by telephone of the full circumstances of any damage or accident. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - (e) satisfy itself at commencement that the Equipment is suitable for its purposes;

- (f) use the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Safa or posted on the Equipment;
- (g) ensure that all persons erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Equipment and shall provide evidence of the same to Safa upon request;
- (h) comply with all occupational health and safety laws relating to the Equipment and its operation;
- (i) on termination of the hire, the Equipment shall be returned to Safa complete with all parts and accessories clean and in good order as delivered, fair wear and tear accepted;
- (j) keep the Equipment in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment;
- (k) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
- (l) employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any other work;
- (m) not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;
- (n) obtain (at the expense of the Client) all licenses, consents and approvals that may be required for the Equipment;
- (o) ensure that no other scaffold components will be allowed on the site;
- (p) make available and cover the cost of craneage should Safa deem it necessary to do so.

19.2 Immediately on request by Safa the Client will pay:

- (a) the new list price of any Equipment that is for whatever reason destroyed, written off or not returned to Safa;
- (b) all costs of repairing any damage caused by the ordinary use of the Equipment up to an amount equal to 10% of the new list price of the Equipment;
- (c) the cost of repairing any damage to the Equipment caused by the negligence of the Client or the Client's agent;
- (d) the cost of repairing any damage to the Equipment caused by vandalism, or (in Safa's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client.

20. Wet Hire

20.1 In the event of "wet" hire of the Equipment the operator of the Equipment remains an employee of Safa and operates or erects the Equipment in accordance with the Client's instructions. As such Safa shall not be liable for any actions of the operator in following the Client's instructions.