

# SCAFFOLDING QUOTE TERMS AND CONDITIONS

*(Our scaffold complies with the Australian Standard for Scaffolding AS/NZS 1576.1 and Guidelines for Scaffolding AS/NZS 4576-1995)*

## PRICE AND PAYMENT

1. All prices quoted are excluding GST, unless otherwise stated.
2. Issuing a PO as acceptance of the quote, holds the contractor to all our terms and conditions as outlined.
3. Scaffold is temporary works and **NO RETENTION** to be withheld.
4. NO liquidated damages.
3. New clients will be required to pay a deposit for the delivery, mesh, erect and 1 week's hire.
4. The client acknowledges that invoices will be issued for TAS services, and the client agrees to pay these invoices in full.
5. All prices in this quotation is based on work to be carried out during normal working hours (Mon-Fri 7.00am – 3.30pm), unless otherwise agreed.
6. The hire rate incorporates downtime during relocations of equipment, public holidays, RDO's productivity days and inclement weather.
7. Payment terms are to be adhered to as stated at front of quote.
8. Unless stated in above quote, all supplied mesh, plywood, and other consumables remain the property of Total Access Solutions Pty Ltd.
9. All quoted consumables to be paid upfront, i.e. plywood, mesh or where stipulated.
10. Quoted minimum hire charges will be invoiced **in full**.

## HIRE

11. Hire will commence upon release of first (1<sup>st</sup>) Handover and off hired when you inform our **office in writing** on job completion and scaffold is due for collection ([accounts@totalaccessolutions.com.au](mailto:accounts@totalaccessolutions.com.au)). Excepting minimum hire periods, the day of off hire is inclusive in the final hire costs. If you inform the office that scaffold is due for off hire, no trades are to use the scaffold thereafter. Off-hire notice of scaffold will need to be notified during normal working hours Monday - Friday 7.00am - 3.30pm. (Public holidays excluded). Scaffold cannot be off hired on a Saturday, Sunday or public holiday.
12. Any licences, permits or necessary permissions pertaining to the job at hand are the responsibility of you the client and TAS shall require written confirmation of each approval prior to commencement of work.
13. To avoid disputes about verbal orders or variations, all additions or variations must be in writing accompanied by a signed company purchase order or authority before any work will be conducted.
14. A client's representative is to be available when our leading hand is ready to hand over scaffold to ensure customer satisfaction and reduce call backs.
15. If the client or client's representative is not available on site to sign the handover certificate or day labour dockets for completed works, it shall be deemed that acceptance of the work has been granted.
16. The client undertakes to return the hired goods to Total Access Solutions P/L after the completion of the assigned task or in case of breach of this agreement, at the client's own cost.
17. If the client fails to return the hired goods to Total Access Solutions P/L as per the agreement, Total Access Solutions P/L will have the right to enter the property with or without client's consent, where the goods are stored or kept, to retrieve the goods. Total Access Solutions P/L will then be entitled to charge the client any such costs incurred to retrieve the goods.

## SCAFFOLD LABOUR

18. Total Access Solutions P/L requires at least 7 days' notice prior to requiring labour on site.
19. If for whatever reason beyond our control TAS scaffolders turn up and are unable to perform the above works in full, a minimum charge of 4 hours per man, for the crew of men on site will be charged.
20. Day labour and adaptations are charged out at a min. 2 men x 4 hours signed time per at \$90 p/h normal time / \$125 p/h per man time and a half and \$160 p/h double time - hourly rates thereafter.
21. Any steel deck movements will be charged at appropriate day labour costs.
22. This quotation is based on the site and access to remain clear of obstacles. Any hazards introduced to the area requiring additional labour to erect scaffold will incur an additional charge.

## SCAFFOLD

23. Any alterations and or dismantles to the erected scaffold **can only be** performed by a TAS scaffolder or TAS contractor. The client must notify Total Access Solutions Pty Ltd with enough time to arrange men to site to perform any alterations.
24. Any alterations to the scaffold by client or others will be rectified on receipt of site instructions and will be an addition to the contract and invoiced as chargeable day labour.
25. Any part dismantles requested will be charged on day labour rates and a transport cost will be charged at \$400 per trip to return any scaffold to the yard. Written instructions are required to be sent to our office and a day labour docket will need to be signed. The full dismantle costs quoted, as per the agreed contract will remain as a full charge until the final amount of scaffold is removed.
26. Requests to have part of the scaffold remain on site will also need to be signed and agreed, and this will incur added costs.
27. TAS reserves the right, without notice, to dismantle scaffold and charge the quoted dismantle and transport costs to remove the scaffold if payments terms are not met and/or scaffold is compromised and deemed unsuitable, unsafe, or dangerous, and no reasonable attempt to contact our offices are made.
28. Any dismantles by client or other parties will be charged the contract price.
29. This quote is subject to availability of goods at time of placing order.
30. Maximum of 25m carry from drop off point is allowed.

## SAFETY

31. All works will be performed to relevant codes and standards and/or manufacturer specifications.
32. Where applicable, **power lines must be tiger tailed**, prior to scaffold mobilisation. This is the responsibility of the client. Where scaffold is to be erected within **4m of live powerlines**, the client is responsible for de-energising and re-energising power and/or plywood boxing of power connections to provide a safe work environment.
33. Total Access Solutions are not liable if client's workers tamper, or part dismantle the scaffold which renders it unsafe.
34. The Customer is responsible to ensure that the surface on which the scaffold is to be built has adequate load bearing capacity to support the scaffolding and its load.

## GENERAL

35. This quote is valid for 30 days, to be re-evaluated after this time.

36. Monthly scaffold safety inspections will be charged at \$320 + GST. If the scaffold has been tampered with, amended, or changed by clients or trades other than TAS, the scaffold will have the scaffold tag removed and the scaffold condemned for safety reasons. The client must then confirm with TAS to rectify and fix the scaffold at a min cost of 2 men a minimum of 4 hours.

37. Total Access Solutions (TAS) retain all rights of ownership to scaffold and access equipment and may remove all equipment if account is in the arrears. TAS cannot be held responsible for delays in delivery, erection, relocation, dismantle and collection due to inclement weather.

38. For insurance and OH & S purposes clients cannot rehire the scaffold or other materials supplied by TAS.

39. Please note that you the client are liable for the cost of replacing any unreturned equipment as well as the cost of repairing any damaged equipment.

40. Equipment must be returned in the same condition as it was received including cleaning. Scaffold to be cleaned by client prior to dismantle. Equipment returned that requires cleaning will be charged to the customer.

41. You, the client acknowledges that you are personally responsible for the payment of all charges incurred and that you are signing a Personal Guarantee.

42. You, the client acknowledges that further action may be taken to secure payment of overdue/outstanding accounts.

43. You, the client acknowledges that any costs incurred in the recovery of this account including commission, legal fees and any other incidentals incurred in the collection of this account will be added on to the outstanding balance.

44. This guarantee is a continuing guarantee and shall not be discharged in any way by any arrangement made by the client/company/partnership or by the client's/company's/partnership's insolvency.

***TAS would like permission to display marketing and or promotional material on all structures.***

In order for us to schedule the commencement of these works, please sign this quotation and return to TOTAL ACCESS SOLUTIONS PTY LTD by email to [info@totalaccesssolutions.com.au](mailto:info@totalaccesssolutions.com.au)

We trust this quotation is to your entire satisfaction and look forward to commencing work on this project shortly. Please do not hesitate to contact us on (02)9524 6136 if you have any questions.

Yours sincerely,

*Total Access Solutions P/L*

The Total Access Solutions Pty Ltd

By accepting this quotation, you also certify that the above information is true and correct. I authorise the use of my personal information as detailed in the Privacy Act. I have read and understand the terms and conditions of trade of TOTAL ACCESS SOLUTIONS PTY LTD ([www.totalaccesssolutions.com.au](http://www.totalaccesssolutions.com.au)) which form part of, and are intended to be read in conjunction with this quotation and agree to be bound by these conditions.

I agree that if I am a director or a shareholder of the Client (owning at least 15% of the shares), I shall be personally liable for the performance of the Client's obligations under this contract. By signing the quote, you are signing a personal guarantee under which you may become liable for all monies owed by your company/partnership.