



## MCIVER CONTRACTORS PTY LTD

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Williamstown Vic 3016

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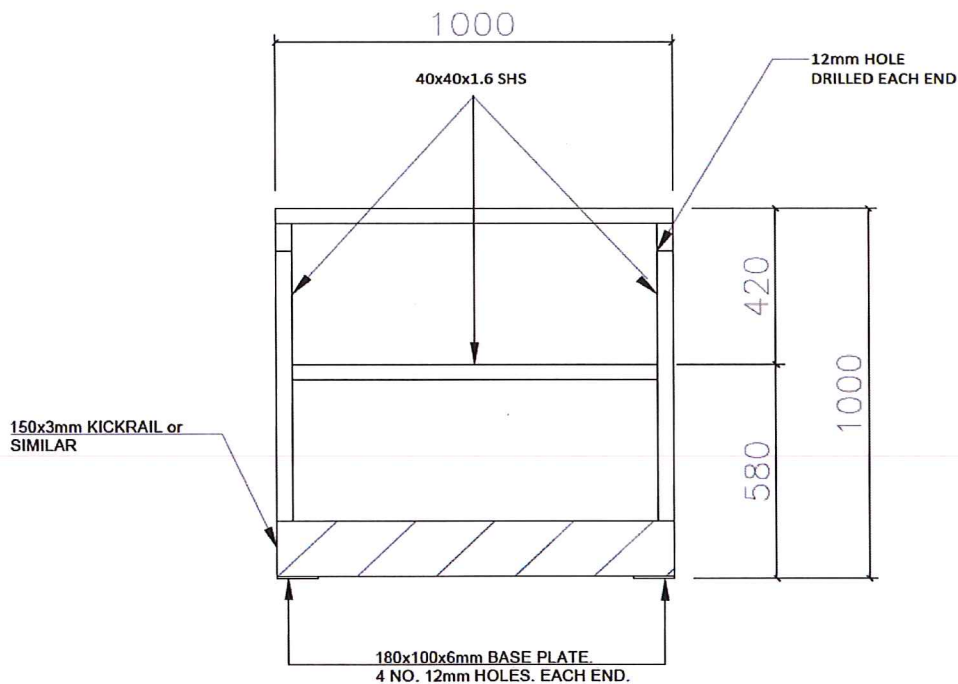
Email. [sales@mcivercontractors.com.au](mailto:sales@mcivercontractors.com.au)

ABN: 49 055 876 507

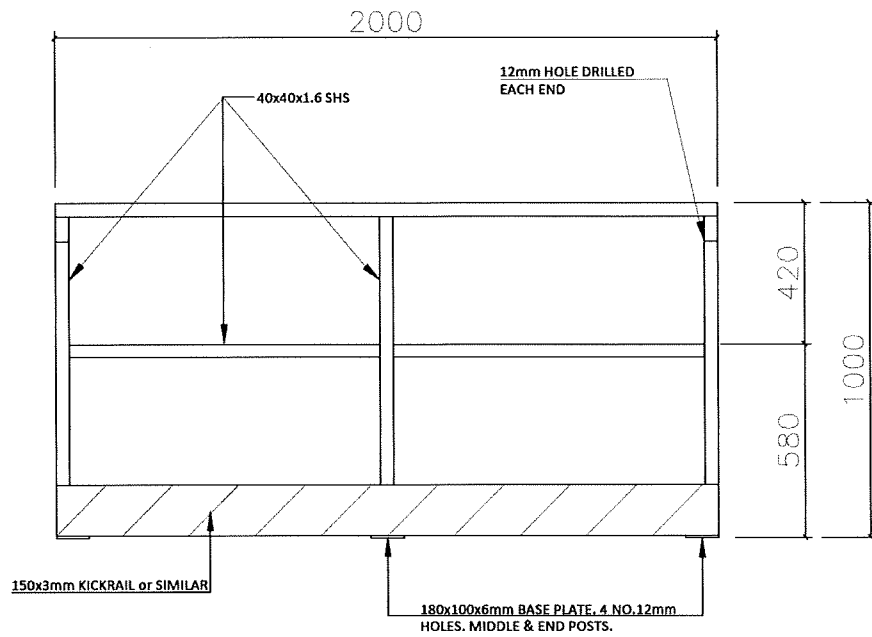
ACN: 053 912 673

# HANDRAIL HIRE

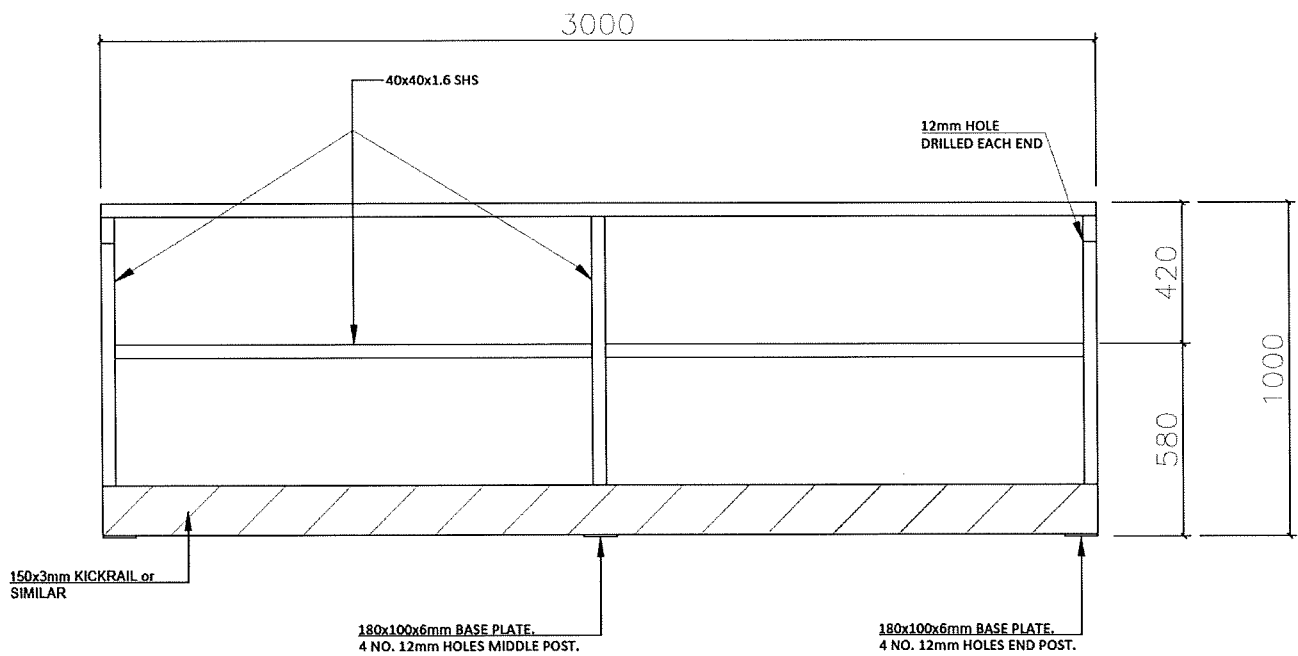
- Galvanised Modular Sections.
- One Metre High.
- Top Rail, Middle Rail and Kickboard.
- Available in 3 metre, 2 metre and 1 metre long Panels.
- Light Weight – Easy to Handle.
- Fix to Concrete or Timber etc.
- Ex-Factory
- Currently used by: Multiplex, Harris HMC, Hickory, Mirvac, Probuild, John Holland, Cockram and many more.



HANDRAIL ELEVATION



HANDRAIL ELEVATION



HANDRAIL ELEVATION

## TERMS AND CONDITIONS FOR HIRE OF HANDRAIL

In this document, the following words will have the following meanings:

### **1. Definitions.**

- 1.1. "The Owner" means Mclver Contractors Pty Ltd (A.C.N. 053 912 673)
- 1.2. "The Hirer" means the person, firm, organisation or corporation hiring the handrail from the Owner.
- 1.3. "The Site" means the premises where the handrail is to be used.

### **2. Purchase Orders.**

Any purchase order forwarded by the Hirer to the Owner must include:

- a) The phone number, email address, facsimile number in respect of the Site.
- b) The Site coordinator's name, phone number, email address and mobile number.

### **3. Title to Equipment.**

- 3.1 The Hirer acknowledges that in all circumstances the Owner retains title to the handrail. The rights of the Hirer to use the handrail is as a bailee only.
- 3.2 The Hirer is not permitted to authorise, to lend, on-hire or give possession of the handrail to any other person, firm, organisation or corporation, or otherwise deal with the handrail in any way inconsistent with the rights of the Owner. The Owner does not accept any liability for unauthorised use or rehire.

### **4. Hire Period.**

- 4.1 The period of hire shall commence when the handrail leaves the Owner's premises until the handrail is returned to the Owner's premises.
- 4.2 The Hirer is to be charged from the time the handrail leaves the Owner's premises until the handrail is returned to the Owner's premises. This period includes weekends and public holidays and is irrespective of the time the handrail is being used.

### **5. Delivery and Return of Handrail.**

- 5.1 A Handrail Hire/Off Hire Form must be completed by the Hirer prior to the collection and return of the handrail. The Owner will only allow the collection, or accept the return of any handrail until the completed Handrail Hire/Off Hire Form is received.
- 5.2 The Hirer is responsible for the collection and return of the handrail. Cartage of the handrail is the responsibility of the Hirer.
- 5.3 Handrails can only be collected from and returned to the Owner's premises between the hours of 8:00 am and 2:30 pm Monday to Friday.
- 5.4 The Hirer must confirm with the Owner for collection and return times. An open tray truck must be used for ease forklifting.
- 5.5 The Owner's Delivery and Collection Docket must be signed and returned to the Owner via email within 24 hours of collection and return of the handrail.
- 5.6 The Hirer is not permitted to give the handrail to the Owner's site crew, but rather, the Hirer must deliver the handrail to the Owner's premises.

### **6. Hirer's Obligations.**

- 6.1 The Hirer must install the handrail strictly as per Mclver Contractors Fixing Details and supporting documents. Fixing of the handrails is the sole responsibility of the Hirer.
- 6.2 The Hirer will not allow or authorise any other person or entity use, rehire or have possession of the handrail at any time during the hire period;
- 6.3 The Hirer warrants that at all times it will:
  - a) Take reasonable care of the handrail and only use it for its proper purpose in a safe and correct manner. Not modify or alter the handrails in any way;
  - b) Notify the Owner immediately after any loss and/or damage to the handrail;
  - c) Take adequate and proper measures to protect the handrails from theft, damage and/or other risks;
  - d) Return the handrail to the Owner in the same good and clean condition it was in when the Hirer received it, fair wear and tear excepted;
  - e) Allow the Owner access to the Site to inspect the handrail upon reasonable notice at any time;
  - f) Regularly check the condition of the handrail during the period of hire. The Hirer shall be responsible for any damage arising from the continued use of the handrail in an unsafe conditions.

### **7. Breakdown and Repairs.**

- 7.1 The Hirer will be responsible for all expenses, loss and/or damage suffered by Owner arising from any failure of the handrail due to the Hirer's negligence and/or misuse of the handrail.
- 7.2 The Hirer must not repair or attempt to repair / alter the handrail unless authorised to do so in writing by the Owner.

**8. Charging.**

- 8.1 Handrail are a standard size of 1 lineal metre, 2 lineal metre and 3 lineal metre lengths. All handrails will be hired at a cost of **\$1.50 + GST per lineal metre per week**. The Hirer shall remain liable to be charged for the handrail until it is returned to the Owner;
- 8.2 If the handrail is damage, cut down from its original size, or part of the handrail is missing upon its return to the Owner, the Hirer agrees to pay damage charges of \$75.00 per lineal metre.
- 8.3 **All missing handrails will be charged** to the Hirer at the following rates;
- For 1 lineal metre handrails - \$196.00 per panel plus GST
  - For 2 lineal metre handrails - \$228.00 per panel plus GST
  - For 3 lineal metre handrails - \$248.00 per panel plus GST
- 8.4 The Hirer is not entitled to any discount or any rebate if the handrail is not used by the Hirer for the entire hire period.
- 8.5 If the Owner has agreed monthly credit terms with the Hirer, invoices must be paid within 30 days of the invoice date.

**9. Termination.**

- 9.1 The Owner may terminate the hire agreement immediately by notice to the Hirer, if the Hirer breaches any term of the Hire Agreement.
- 9.2 The Hire Agreement shall be terminated in the event the Hirer becomes bankrupt or insolvent, enters into liquidation, administration receivership or ceases to carry on business. In that event the Owner will be entitled to immediately and without demand, retake possession of the equipment.
- 9.3 The Hirer authorises the Owner to enter any property upon which the Owner reasonably believes the handrail to be and the Owner in their absolute discretion may recover and remove the handrails.
- 9.4 Any termination will not affect the rights of the Owner to recover from the Hirer any monies due under this contract, interest, consequential loss or damages for breach.

**10. Liability.**

- 10.1 All warranties, representation, terms conditions and duties implied by law relating to fitness and/or quality are excluded to the fullest extent permitted by law.
- 10.2 Liability of the Owner for breach of any written, express or implied term, is limited to the repair or replacement of the handrail or supply of substitute handrail.
- 10.3 Subject to clause 10.1 the Owner shall not be under any liability the Hirer for consequential loss or damage including loss of actual or anticipated profits or revenue, economic loss of any kind or any loss suffered as a result of any claim or claims by a third party in contract, tort (including negligence) under statute or otherwise from or in relation to the handrail or this Hire Agreement.

**11. Indemnity.**

The Hirer is liable for and indemnifies the Owner against all liability, loss, costs and expenses ( including legal fees, costs and disbursements on an indemnity basis, whether incurred or awarded against the owner) arising from or in connection with the Hirer's hire and use of the handrail or its breach of the Hire Agreement.

**12. Insurance.**

The Hirer shall be responsible for insuring the handrails against loss, damage or theft.

**13. Severance.**

If any part of this Agreement becomes void or unenforceable for any reason, then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

**14. Governing Law.**

The Hire Agreements is governed by the laws of Victoria and each party submits to the exclusive jurisdiction of the Courts of Victoria.

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**WE HERBY AGREE TO THE TERMS AND CONDITIONS AS LISTED ON PAGES 3 AND 4 ABOVE**

Company: \_\_\_\_\_

Site Name/Address: \_\_\_\_\_

Name and Position of Authorised Person: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Authorised Person: \_\_\_\_\_ Date: \_\_\_\_\_