

TERMS AND CONDITIONS

1. Delivery and pick Up

- The Buyer/Hirer acknowledges it has received the ordered Equipment in good condition in the quantity ordered.
- The Buyer/Hirer must in writing (within 3 days of receipt of delivery or pick up), communicate any damage to received stock and any shortfall in stock delivered. The written communication must be sent to watempfencesupply@gmail.com
- Any person signing on behalf of the Buyer/Hirer warrants they have authority of the Buyer/Hirer to contract on their behalf and contracts the Buyer/Hirer to the Terms and Conditions of W.A Temporary Fencing Supplies.
- One pick up/dismantle and one delivery/installation for rental items. Further trips to job site for multiple pick ups and installations will incur additional charges.

2. Rental Period and use of Rental Equipment

- The Rental Period starts when the equipment is delivered to site (or left our premises when Dry Hired), and ends when the equipment is returned.
- The Hirer must not make any additions or alterations to the temporary fencing and its components (including WATFS Logo), without prior written consent from W.A Temporary Fencing Supplies.
- If any loss, damage, theft or vandalism of the equipment occurs, the Hirer must immediately notify W.A Temporary Fencing Supplies in writing
- Any equipment lost or significantly damaged will be charged to the company for replacement at; \$80 per panel, \$20 per concrete or metal foot, \$20 per stay Support and \$4 per bracket.
- The Hirer must use the Equipment in line with any laws applicable to it.
- The Hirer must inform W.A Temporary Fencing Supplies of the location of the Equipment during the rental period.
- The Hirer must not part with possession of the hired equipment, or allow its removal to another site without prior written consent from W.A Temporary Fencing Supplies.

3. Disclaimer of Warranties

- W.A Temporary Fencing Supplies does not make any warranties, expressed or implied as to the fitness of the equipment for any particular purpose. W.A Temporary Fencing Supplies is not responsible to the Buyer/Hirer or any other person for any loss, damage or injury resulting from, or any way connected with the Equipment or any defect in it.
- The Buyer/Hirer agrees to indemnify and keep indemnified W.A Temporary Fencing Supplies and W.A Temporary Fencing Supplies employees, agents and contractors from all damages suits, actions, claims and demands which they may suffer or incur arising either directly or

indirectly out of the use, maintenance, installation or operation of the Equipment by the Buyer/Hirer or any person authorized by it to use the Equipment.

4. Payment Terms

- The Buyer/Hirer agrees to pay for all Equipment supplied by W.A Temporary Fencing Supplies within 7 Days of receiving the Equipment or within a term otherwise agreed to in writing by W.A Temporary Fencing Supplies.
- All payments that are later than the agreed terms will be charged at 2.5% per month or part of it. The Buyer/Hirer agrees to pay this service charge fee on all outstanding balances. W.A Temporary Fencing Supplies reserves the right to waive this fee on a case to case basis.
- Not receiving an invoice will in no way relieve the Buyer from its responsibility for the payment of amounts due. Not paying an amount within the agreed payment term (7 Days of receiving the Equipment or within a term otherwise agreed to in writing by W.A Temporary Fencing Supplies) will be considered a breach of this agreement.
- The Buyer/Hirer must pay all costs on demand incurred by recovering amounts owed to W.A Temporary Fencing Supplies by the same Buyer/Hirer.

5. Changes to Terms and Conditions

- W.A Temporary Fencing Supplies may at anytime change these Terms and Conditions and will update the changes on the website at www.watempfencesupply.com.au Changes may also be communicated to the Buyer upon request of purchase or rental.
- We hold the right to increase or decrease rental and purchase prices without notice.

6. Definitions and Interpretations

- **Equipment** means the goods bought from W.A Temporary Fencing Supplies
- **Buyer** means the person, company or any other legal entity buying the Equipment from W.A Temporary Fencing Supplies.
- **Hirer** means the person, company or any other legal entity hiring the Equipment from W.A Temporary Fencing Supplies. This is inclusive of its employees and contractors.