

TERMS OF TRADE - TEMPORARY HIRE

ABN 40 000 805 425

1. **Trading terms.** These are the terms and conditions which apply to the supply of the services referred to overleaf ("the Services"). These terms apply on every occasion JJR provides the Services unless otherwise agreed in writing between JJR and the Customer.

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2. **Acceptance.** The Customer can confirm acceptance of these terms either in writing or verbally. If you do not indicate your acceptance of these terms and otherwise accept delivery of the Equipment, you will be taken to have agreed to them by your conduct.
3. **Service Days and Frequency.** JJR will perform the Services, at the location (Customer's Premises) and at the frequency or days agreed.
4. **Additional Hire Fee.** Where the equipment remains in your possession for longer than the agreed period (Hire Period), the Additional Hire Fee will apply.
5. **Ownership.** The Customer acknowledges that unless purchased through a separate agreement, equipment remains the property of JJR at all times.
6. **Missed Service.** In the event that JJR is unable to perform the Services at the Customer's Premises on the day/s agreed through no fault of JJR and as a result of acts or omissions of the Customer, JJR shall charge the Customer 50% of the agreed fee for the Service or such other amount as identified overleaf or otherwise agreed (Missed Service Fee).
7. **Warranties.** The Customer agrees, and it is a condition of this Agreement, that it must:
 - a. Not compact waste except where the equipment provided is compaction equipment.
 - b. Instruct all personnel in the safe and proper use of the equipment.
 - c. Not remove the equipment from the site to which it was delivered without JJR's permission.
 - d. Reimburse JJR for the cost of repairs for damage to the equipment while in direct control or possession of the Customer except for fair wear and tear.
 - e. Ensure that JJR has unobstructed access to the Customer's Premises such that JJR is not prevented or hindered in any way from providing the Service.
8. **Ground Surfaces.** The Customer warrants the ground surfaces traversed by JJR's vehicles are suitable for the purpose and in such condition to allow JJR to safely perform the Services. JJR will not be liable for any damage to the ground surface resulting except where the damage was caused by the fault of JJR.
9. **Compliance with Council By-Laws.** Prices quoted do not include payment for any permit that may be required for the placement of the equipment. The Customer should make all relevant enquiries as to the applicability of any local government or regulatory fees relating to the placement of the equipment. These enquiries and fees are the Customer's responsibility unless agreed otherwise. If any placement fee is charged to JJR direct by any authority, the customer agrees to pay these fees and indemnity JJR from liability in relation to the payment of the fee.
10. **Allowable Weight.**
 - a. The Customer acknowledges that the weight of the waste deposited in the equipment shall not exceed the weight limit identified overleaf (Allowable Weight). Weight in excess of the Allowable Weight may be invoiced by JJR as an extra charge in accordance with the excess weight charges as agreed or otherwise as published on our website <https://www.jrichards.com.au/service/fees-charges/> (Excess Weight Charge).
 - b. If the customer exceeds the Allowable Weight and the equipment cannot be safely lifted using JJR's equipment or the height of the load extends beyond the top of the equipment, the customer may elect to:
 - i. Agree to pay all JJR's reasonably incurred costs associated with unloading the equipment to enable the equipment to be serviced (rate to be agreed between the Customer and JJR prior to JJR commencing this additional service); or
 - ii. Arrange to reduce the weight or height of the material at its own cost to allow JJR to perform the services but acknowledges that equipment rental will continue for such period and that it will be liable to pay JJR the Missed Service Fee if JJR has attended the site to perform the service.
11. **Payment on delivery.** The customer agrees to pay for the service upon delivery of the equipment, unless otherwise arranged.
12. **Allowable Waste Only.** The Customer:
 - a. Will only dispose of material permitted under the terms of this agreement in the equipment.
 - b. Will ensure no liquid waste, flammable, combustible, regulated, prescribed, hazardous or dangerous goods are placed in the equipment provided, unless specifically permitted in a written agreement with JJR.
 - c. Must inform JJR of any possible contaminants.
 - d. Agrees that where provided for in this agreement, Combustible Liquid will be collected from the Customer, for the price, the Combustible Liquid shall contain less than 10% water or coolant.
13. **Other charges:**
 - a. The Customer may elect to receive invoices and other notices by post or email. If a Customer elects to receive invoices and other notices by post, JJR shall charge the Customer a postal administration fee (Postal Charge) of \$3.76 per invoice.
 - b. Where the Service relates to a waste that is required to be tracked by any environmental authority, JJR will be entitled to charge the Customer the Environmental Management Charge (EMC) identified overleaf and published on our website for each waste type.
 - c. Where the customer's method of payment fails, the customer will be charged a \$11.35 dishonoured payment fee.