Standard Terms and Conditions of Hire and Credit

Instant Access Australia Pty Ltd | Effective: April 2026

These terms and conditions govern the hire and supply of equipment and services by Instant Access Australia Pty Ltd (ABN 20 001 872 500) (Instant Access, We, Us, Our) to any person, company, trust, partnership or other entity (You, Your) that places an order, accepts a quotation, or operates a credit account with Us. By placing an order or accepting delivery You agree to be bound by these terms.

1. Definitions and Interpretation

In these terms and conditions the following words have the meanings set out below.

Agreement: these terms and conditions and every Hire Agreement, Quotation, Invoice and Credit Application between You and Us, which together form the entire agreement.

Bailee: You, to whom possession of Equipment is entrusted by Us without transfer of ownership.

Credit Account: a credit account opened in accordance with a Credit Application approved by Us.

Credit Application: the credit application duly executed by You and provided to Us.

Equipment: all items hired or sold by Us to You as listed on any Hire Agreement, delivery docket, Quotation or Invoice, including all tools, accessories, attachments, parts, manuals and transportation materials, and any substitute or replacement equipment. Equipment is deemed owned by Us for the purposes of this Agreement whether or not it is in fact owned by Us.

Futile Delivery: an attempted delivery or collection at a time or location directed by You where no one is available to facilitate delivery or collection.

Handover Certificate: the certificate issued by Us to You upon completion of scaffold installation confirming the scaffold is erected and certified by a qualified scaffolder.

Hire Agreement: any document issued by Us to You identifying goods or services provided, including any delivery docket, Quotation or Invoice, which is conclusive proof that those goods or services were provided.

Hire Charges: the charges for hire of Equipment as specified in any Quotation, Hire Agreement or Invoice.

Hire Period: the period during which Equipment is on hire to You, commencing on delivery or completion of installation and ending only upon proper termination in accordance with clause 17.

Invoice: any document issued by Us to You setting out amounts due for Equipment, services or other charges, and specifying the time for payment.

Minimum Hire Period: the minimum period specified in a Quotation for which Hire Charges apply regardless of whether You retain the Equipment for the full period.

Off-Hire Number: the reference number issued by Us confirming acceptance of Your notification that the Equipment is ready for collection. Hire Charges continue to accrue until an Off-Hire Number is issued by Us.

PPS Act / PPSA: the Personal Property Securities Act 2009 (Cth) and all related legislation and regulations.

PPSR: the Personal Property Securities Register established under the PPSA.

Quotation: the written quotation issued by Us to You for the supply of Equipment and/or Services.

Related Body Corporate: has the meaning given in the Corporations Act 2001 (Cth).

Sales Price: the price specified for the sale of Equipment by Us to You.

Services: the services provided by Us to You as set out in any Hire Agreement or Quotation, including installation, dismantling, inspection and certification.

Stand-Down Charge: a charge at the applicable rate where Our personnel attend site and are unable to commence or continue work due to circumstances within Your control.

Variation Order: a written document signed by You authorising additional works, changes to scope, or changes to the Hire Period, before those additional works commence.

Nothing in this Agreement is to be interpreted against a party solely because that party prepared or put forward this Agreement or any part of it.

2. Prices and Hire Charges

- Hire Charges and Sales Prices are as specified by Us and notified to You from time to time.
- We may vary Hire Charges at any time. Varied Hire Charges apply from the time We notify You of them.
- All Hire Charges and Sales Prices are exclusive of GST unless otherwise stated in writing.
- You are liable for all consumables provided by Us and used during the Hire Period.
- You are liable for stamp duty, GST and all other applicable taxes and government charges imposed on this Agreement or any Equipment or Services supplied.
- You are liable for all delivery and collection charges including Futile Delivery charges.
- You are liable for all expenses We incur as a result of Your breach of this Agreement, except to the extent caused by Our negligence.
- Unless otherwise agreed in writing, Hire Charges commence on the day of delivery or completion of installation and continue until the Hire Period is properly terminated under clause 17.
- Hire is charged on a weekly basis. Day rates do not apply unless otherwise agreed in writing. Hire includes weekends and public holidays.

3. Administration Fee

An administration fee of 1.8% applies to every invoice raised by Us. This fee is in addition to Hire Charges and all other amounts payable under this Agreement and will appear as a line item on every Invoice.

4. Orders

- We have no obligation to accept any order from You.
- Each order placed by You includes a representation that You are solvent and able to pay Your debts as they fall due, and that this Agreement is incorporated into every transaction arising from that order.
- When placing an order You must inform Us of any facts that might reasonably affect Our decision to accept the order or grant credit.
- From the time of placing an order You are obliged to accept the goods and services supplied under that order and pay all Invoices issued by Us.
- You will indemnify Us for any loss, damage or expense We incur if You cancel or refuse to accept any order or part of an order.

5. Delivery

- Delivery dates given by Us are estimates only. We are not liable for any loss or damage caused by delay. You may not reject Equipment or Services due to delay.
- You must notify Us in writing of any shortage or defect in Equipment within 7 days of delivery. Failure to give notice within 7 days absolutely bars any claim in respect of that shortage or defect.
- Truck and ute access must be maintained by You for the duration of installation and dismantling. Parking must be provided near the job zone. No material movement has been allowed where parking is unavailable unless otherwise stated in the Quotation.

6. Additional Charges

You are liable for and must pay:

- consumables charges including but not limited to fuel, oil, lubricants, plywood, single-use bolts, screws and anchors, as specified in any Hire Agreement, Quotation or Invoice;
- transport charges for delivery and collection of Equipment;
- Futile Delivery charges at the same rate as the applicable delivery or collection charge;
- Stand-Down Charges where Our personnel attend site and are unable to work due to circumstances within Your control, charged at a minimum of 2 men x 8 hours;
- charges for any additional site visits or stages not included in the Quotation, at day labour rates;
- overtime charges for work performed outside normal working hours (Monday to Friday, 7:00am to 3:30pm) or on public holidays, at the rates specified in the Quotation;
- a monthly scaffold sign-off fee of $250.00 per inspection where We conduct periodic scaffold inspections;
- cancellation charges of a minimum 2 men x 8 hours where installation is cancelled with less than 48 hours notice;
- any environmental levy or government charge imposed on Us in connection with supply under this Agreement.

7. Security of Payment

All Invoices issued under this Agreement are payment claims under the applicable Security of Payment legislation in the relevant state or territory, including the Building and Construction Industry Security of Payment Act 1999 (NSW) and equivalent legislation in all other states and territories. All Invoices will be endorsed accordingly.

8. Terms of Payment

- Unless otherwise agreed in writing, payment terms are 30 days from date of Invoice.
- Where no Credit Account exists, payment is due in full upon delivery or completion of installation. If the Hire Period extends beyond the estimated period, ongoing charges are payable weekly in advance.
- We may issue Invoices at the commencement or completion of the Hire Period, or periodically throughout the Hire Period, including mobilisation invoices, progress invoices and final invoices.
- Your failure to submit a purchase order number does not relieve You of Your obligation to pay any Invoice.
- The only discounts available are those agreed in writing by Us. Any breach of this Agreement automatically revokes any discount and the full price becomes payable.
- If You provide credit card details We may debit all subsequent charges to that card.
- Hire Charges commence when Equipment leaves Our depot and continue until Equipment is dismantled, collected and returned to Our depot.
- The weekly Hire Charge incorporates time during installation, dismantling, re-installation, public holidays and inclement weather delays.
- We are not responsible for delays in delivery, installation or collection due to inclement weather, events beyond Our control or industrial disputes not caused by Us.
- Labour prices are based on a normal 5-day work week, Monday to Friday, 8-hour days. Any work required outside these times incurs additional charges.

If You do not pay any amount by the due date:

- a late payment administration charge of $30.00 applies per overdue Invoice;
- interest accrues at 10% per annum, compounding daily from the date of Invoice, both before and after any judgment against You;
- You indemnify Us on a full indemnity basis for all recovery costs including but not limited to internal administration fees, legal fees (on a solicitor-own-client basis), debt recovery fees, mercantile agent fees, bank dishonour fees, search fees and PPSR enforcement costs.

A written statement signed by any director, secretary or credit manager of Ours as to the amount owing is conclusive evidence of that amount without production of ledgers, books or vouchers.

9. Credit Accounts

- We may grant credit on any terms and conditions in Our sole discretion.
- Credit terms are strictly 30 days from date of Invoice unless otherwise approved in writing.
- Requests for credit notes or refunds must be submitted in writing within 14 days of Invoice date. Failure to do so absolutely bars any such claim.
- We may review any Credit Account at any time without notice and may reduce, suspend or withdraw credit at Our absolute discretion including where Your circumstances change, You fail to pay on time, or You breach any term of this Agreement.
- Where credit is withdrawn You may terminate this Agreement in writing but must pay all amounts outstanding under existing credit terms and all Hire Charges until Equipment is returned to Us.
- Any Credit Account between Us is terminated immediately upon any act of default by You. Until full payment is received You hold the Equipment as Bailee for Us.
- Credit accounts inactive for 12 months or more must reapply for credit before trading resumes.
- Where a Credit Account is held but the anticipated project value will exceed the approved credit limit, You must submit a new or supplementary Credit Application before work commences.

10. Partnership and Trustee Capacity

Partnership

If You enter this Agreement as a partner, You warrant that You do so with the full approval of all partners, that each partner freely agrees to be bound, and that all partners are jointly and severally liable under this Agreement.

Trustee Capacity

If You are the trustee of a trust (whether disclosed to Us or not), You warrant that You enter this Agreement in both Your capacity as trustee and in Your personal capacity, and You personally guarantee all debts incurred by the trust. You also warrant that You have the right to be indemnified out of trust assets and that You will not retire as trustee or appoint a new trustee without advising Us. If You do retire as trustee You remain personally liable until a new trustee has given a personal guarantee acceptable to Us in writing or You are released in writing by Our CEO.

11. Equipment Remains Our Property

- Unless sold to You, all Equipment remains Our property at all times. Your rights to use Equipment are as Bailee only.
- No payment, compensation or other event results in transfer of title to You except as expressly provided in clause 12.
- We may inspect Equipment at any time and You must provide access to any premises where Equipment is located.
- You grant Us, Our agents and servants irrevocable licence to enter any premises to search for and remove Equipment without notice. We are not liable to You or any party claiming through You for exercising this right. If Equipment is attached to other goods We may sever that attachment. You are responsible for Our costs in exercising these rights.
- We may issue proceedings to recover all outstanding indebtedness regardless of whether ownership in Equipment has passed to You.

12. Sale of Equipment

- Where We sell Equipment to You, risk passes on delivery and You are responsible for all freight and insurance costs.
- Title does not pass until the Sales Price is paid in full and no other monies are owing to Us. Until then You hold Equipment as Bailee, store it separately from Your own goods, and hold any sale proceeds in a separate trust account on Our behalf.
- We may repossess Equipment (and enter any premises to do so) if any amount owing is not paid when due, and may re-sell or hire repossessed Equipment.
- All provisions of this Agreement apply to sales of Equipment. Where terms refer to hire they are read as applying to a sale unless the context plainly excludes it.

13. Loss, Damage and Contamination of Equipment

- If Equipment is lost, stolen, contaminated or damaged during the Hire Period and until it is collected after issue of an Off-Hire Number, You are liable for all repair, replacement or cleaning costs; all other costs incurred by Us; and Hire Charges which continue to accrue until Equipment is returned to service.
- You must notify Us immediately if Equipment is lost, damaged, breaks down or is contaminated.
- If Equipment breaks down or becomes unsafe You must stop using it immediately and take all necessary steps to prevent injury or damage. You must not repair or attempt to repair Equipment without Our consent.
- Where Equipment becomes contaminated with toxic materials including asbestos or lead-based paint, Equipment remains on hire and Hire Charges continue until a certificate from an industrial hygienist confirms the Equipment is clean and free of contaminants. You bear all disposal costs.

14. Hirer's Obligations

You agree at all times to:

- pay all Hire Charges and additional charges by the due date;
- maintain Equipment in good condition, clean, fuelled and lubricated at Your expense;
- not allow any other person to use or possess the Equipment without Our consent;
- operate Equipment safely, lawfully and only for its intended purpose in accordance with all applicable laws and manufacturer's instructions;
- ensure all persons operating or erecting Equipment hold current certificates of competency and relevant licences. All scaffolds over 4 metres from which a person or object could fall must be installed by a suitably qualified and licensed scaffolder;
- display and maintain all safety signs and instructions;
- ensure persons operating Equipment wear appropriate PPE as required by the manufacturer, Us or any workplace safety regulator;
- ensure no person operating Equipment is under the influence of drugs or alcohol;
- conduct a site hazard assessment before using Equipment;
- store Equipment safely and securely and protect it from theft throughout the Hire Period;
- not sell, assign, mortgage, sublet, lend or otherwise deal with Equipment inconsistently with Our ownership rights, and not remove Equipment from the delivery site without Our prior written consent;
- not affix Equipment to land or buildings so as to make it a legal fixture forming part of the freehold;
- ensure the site is cleared and ready for installation before We commence work. You are liable for any loss or damage We suffer due to inadequate site preparation;
- obtain and maintain all licences, permits and council approvals at Your cost before commencement;
- provide all traffic control at Your cost unless otherwise agreed;
- provide all site facilities for Our staff including site shed, washing and toilet facilities;
- conduct daily, weekly or monthly scaffold inspections as required by applicable law. Where We conduct inspections at Your request, charges apply as specified in the Quotation;
- notify Us in writing at least two weeks before a scheduled inspection date if You no longer require Us to conduct that inspection. Failure to give notice results in the inspection fee being charged.

15. Scope of Works and Variations

- The entire scope of works is as set out in the Quotation. Any additions, alterations or variations are additional charges.
- No additional or varied work will be carried out without a signed Variation Order from You. Where urgency requires verbal authorisation, written confirmation must follow within 24 hours.
- You are liable for labour and Hire Charges for time in excess of the estimated Hire Period where the delay is not entirely Our fault.
- All Quotations are based on the site and access remaining clear of obstacles. Additional labour charges apply where obstacles are introduced.
- If Equipment is dismantled by persons other than Our scaffolders, You are liable for labour charges for Our time spent loading, collecting and unloading. We accept no responsibility for variances in Equipment requirements arising from installation by others.
- Scaffold mark-ups are estimates only and are subject to on-site measurements and engineering drawings.

16. Engineering and Intellectual Property

- Where engineering works are required (including calculations, drawings, site inspections, assessments, certifications or supervision), You are liable for all associated charges including an administration fee of 30% on top of the external charge to Us.
- Where the load-bearing capacity of any area must be certified, You must arrange and fund that certification by a qualified competent person and provide it to Us before work commences.
- All drawings, plans, design ideas and documents provided in Quotations are Our intellectual property. They may not be disclosed or provided to any third party without the written consent of Our CEO.
- If We are not awarded the work, You must return all drawings and design ideas to Us and destroy all copies. You may not use them for the subject works or allow any third party to do so. If You breach this obligation You must pay the full Quotation amount as a reasonable estimate of Our loss.
- The scaffold design must be signed and returned as accepted before work commences where engineering has been included. Prices may be subject to change following engineering review.

17. Termination of Hire

- We may at any time immediately terminate the Hire Period verbally or in writing, whereupon You must make Equipment available for collection.
- You may terminate the Hire Period by delivering Equipment to Our branch during normal business hours, or by notifying Us in writing that Equipment is ready for collection and obtaining an Off-Hire Number. Hire Charges continue to accrue until an Off-Hire Number is issued by Us.
- If Equipment is in an unsatisfactory condition at the time of return or collection the Hire Period continues and Hire Charges accrue until the Equipment is in a condition reasonably satisfactory to Us.
- Upon termination We may enter any premises, disconnect, dismantle and remove Equipment whether or not it is affixed to land or connected to other property. We will store any third-party property found with Equipment for 14 days after which We may sell it.
- We may immediately terminate this Agreement if You fail to make payments, fail to fulfil obligations, become bankrupt or insolvent, enter any arrangement with creditors or go into liquidation. You may terminate if We do the same. On termination all amounts owing become immediately due and We may repossess Equipment and recover all amounts and damages.

18. Release and Indemnity

Subject to clause 19 and to the extent permitted by law, You assume all risk of loss, damage or injury to persons or property arising from the condition, use, management, control or operation of Equipment. You release Us from and indemnify Us against all claims, loss, damage, liability or injury arising in any way out of this Agreement including Your use of Equipment, whether caused by Our negligence or otherwise. Your liability is reduced proportionately to the extent any loss was caused by Our negligent act or omission.

Notwithstanding any other provision, We have no liability to You for loss of use, profit, revenue, business, data, contract or anticipated savings, or for any special, indirect or consequential loss. Our maximum aggregate liability to You is limited to the applicable Hire Charge.

19. Warranties

- To the extent permitted by law all conditions, terms and warranties not expressly contained in this Agreement are excluded. Our liability under any implied conditions or warranties is limited to the cost of resupplying the Equipment for the applicable Hire Period.
- Where We install Equipment, We warrant that We will install it in accordance with applicable law, subject to Your obligations under clauses 14 and 15.
- This Agreement is not intended to exclude protections available to consumers or small businesses under the Australian Consumer Law. To the extent any provision is inconsistent with those protections it has no effect in respect of any affected consumer or small business.

20. Damage Waiver (Elevating Work Platforms only)

This clause applies only to hired Equipment that is an Elevating Work Platform (EWP).

- Upon payment of a damage waiver fee You are responsible only for the first 10% of the current full replacement value of Equipment for any loss or damage during the Hire Period. You are not responsible for additional costs beyond that 10% limit, subject to clause 20(c).
- Damage Waiver is not insurance and should not be treated as such.
- Damage Waiver does not apply to loss or damage arising from breach of any law or regulation; misuse, abuse, wilful, negligent or reckless use; theft or failure to secure against theft; lack of lubrication or non-compliance with maintenance requirements; disregard of Our instructions or the manufacturer's instructions; damage during transit; flat or damaged tyres; damage to paintwork; loss by mysterious disappearance or misappropriation; use on an offshore oil rig or underground; or damage caused by lifting Equipment by crane or forklift.
- You are not required to pay the damage waiver fee if You provide a Certificate of Currency before the Hire Period commences, naming Us as additional insured, for an amount not less than the full new replacement cost of Equipment, from an insurer rated A- or equivalent by S&P, Moody's or AM Best.
- Where You maintain Your own insurance You must provide renewal Certificates of Currency to Us within 7 days of the expiry of any previous certificate.

21. Insurance

You must at Your expense maintain appropriate insurance for loss of or damage to Equipment in an amount not less than the full new replacement cost (except where a Damage Waiver applies), and public liability insurance for not less than $10,000,000 per event. Risk in Equipment passes to You upon delivery, regardless of whether title passes.

22. Personal Property Securities Act

- You consent to Us registering and maintaining a security interest on the PPSR in any manner We consider appropriate, over all Equipment supplied or hired and all proceeds derived from it.
- This Agreement constitutes a security agreement for the purposes of the PPSA. The security interest constitutes a Purchase Money Security Interest (PMSI).
- You must provide all information and sign all documents required by Us to perfect and maintain Our security interest. You must notify Us within 5 days of any change to Your details as set out in the Credit Application.
- You must not register or permit registration of any financing change statement in respect of Our security interest, or register any financing statement in favour of a third party over the Equipment, without Our prior written consent.
- You waive the right to receive verification statements and any notices under the PPSA to the maximum extent permitted by law, including under sections 95, 96, 118, 121(4), 125, 127, 129, 130, 132, 134, 135, 136, 137, 142 and 143 of the PPSA.
- You agree to pay Our reasonable costs of entering, maintaining and terminating PPSR registrations.
- You agree not to disclose information of the kind referred to in section 275(1) of the PPSA and waive any right to authorise such disclosure under section 275(7)(c).

23. Security Over Real Property

As security for Your obligations under this Agreement, You charge all of Your legal and equitable interest in any real property in favour of Us. You agree to execute any mortgage or security instrument over real property on Our request, and You irrevocably appoint any credit manager or solicitor engaged by Us as Your attorney to execute and register such instruments if You fail to do so within a reasonable time. You consent to Us lodging a caveat over any of Your real property. This clause does not apply to consumer contracts.

24. Scaffold-Specific Terms

- Any price quoted remains valid for 30 days from the Quotation date, subject to the works remaining in accordance with the quoted scope.
- We must receive a signed copy of Our Quotation and this Agreement before any work commences. Commencement is subject to availability of scaffold components. Allow a minimum of 4 weeks from acceptance for drawings, safe work method statements and mobilisation.
- A current Credit Account or approved Credit Application must be in place before work commences.
- Where tiger tails or powerline compliance documents are required, these are the responsibility of You or Your builder unless otherwise stated in the Quotation.
- Ausgrid or equivalent powerline documents must be inspected by an Instant Access representative before work commences.
- The scaffold will be handed over and signed off by a licensed scaffolder upon completion. The Handover Certificate must be signed before the hire period is deemed to have commenced.
- All alterations and dismantling of scaffolding must be performed by Instant Access only. Any alterations made by others will result in immediate scaffold closure and a rectification charge.
- Scaffold ties to the building structure require anchor bolts. Any patching or remedial work after tie removal is the responsibility of You or Your builder.
- Work during public holidays is an additional charge. Quote excludes public holiday work unless otherwise stated.

25. Precedence and Variation

- These terms replace and supersede all previous terms and conditions between You and Us.
- These terms are incorporated into every transaction between Us and You.
- We may vary these terms on 30 days written notice. If You have reasonable grounds to believe a variation is detrimental to Your rights, You may terminate any existing Hire Agreement without penalty within 30 days of receiving Our notice. Any order placed after a variation is conclusive acceptance of the varied terms.
- Any other variation must be agreed in writing by both parties.

26. General

- Entire Agreement: This Agreement comprises the entire agreement between Us and You in respect of the Equipment and Services.
- No Waiver: No waiver of any breach or non-performance is a waiver of any subsequent breach. Any waiver must be in writing.
- Severability: If any provision is unlawful, void or unenforceable it is severed from this Agreement and the remaining provisions continue in full force.
- Assignment: We may assign or subcontract Our rights and obligations without notice. You may not assign without Our prior written consent.
- Notices: Notices may be served by leaving at or posting to Your last known address, or by email to Your last known email address, and are deemed served on the day of leaving, the next business day after posting, or at the time of email transmission.
- No Merger: Termination of the Hire Period does not affect provisions expressed to operate after termination.
- No Reliance: You confirm that no representations outside this Agreement or any written Quotation induced You to enter this Agreement.
- Force Majeure: Neither party is responsible for delays due to causes beyond their control including acts of God, war, fire, flood, industrial disputes or government action, but this does not limit Your liability for Equipment lost, stolen or damaged during the Hire Period.

27. Privacy and Disclosure

You consent to Us collecting, using and disclosing personal information about You for purposes including: supply and account management; credit assessment with credit reporting bodies (including CreditorWatch, Illion, Equifax and equivalents); PPSR registration; communications about Equipment and services; and compliance with this Agreement. We deal with personal information in accordance with the Privacy Act 1988 (Cth) and Our privacy policy. You have the right to access, correct and complain about Our handling of Your information, and to request that We not use Your information for direct marketing.

28. Governing Law

The laws of New South Wales govern this Agreement. Each party submits to the exclusive jurisdiction of the courts of New South Wales.