

FAHEY FENCE HIRE AND FAHEY SKIP & WASTE TERMS AND CONDITIONS OF TRADE

TERMS OF PAYMENT

1. **For Hire** - The full amount of hire charges will be invoiced monthly from the date of delivery, and payment is required on the 20th of the month.
2. **For Events**- The full amount of the invoice is due 7 days following the event. For new customers we may ask for an upfront payment, this will be disclosed to you at the time of application.
3. **For Scrim Sales** - The full amount will be required prior to printing of the product.

The applicant agrees to pay any costs, fees, charges or expenses including legal costs that may be incurred in collecting any outstanding accounts. Should any account become overdue, Fahey reserves the right to place a GSA over the hirers business to protect any overdue accounts. The applicant agrees to this condition.

TERMS OF TRADE-PRICE

At Fahey Fence/Skip Hires sole discretion, the price shall be.

- a) At Fahey's quoted price, minimum charges shall apply, and this will be disclosed on your quote or invoice.
- b) As indicated on any invoice provided by Fahey Fence Hire/Skip Hire to the customer.
- c) Where additional services are required due to unforeseen ground conditions, site access, poor weather conditions, a change in the scope or additional amounts of equipment required, human tampering of equipment or damage due to unforeseen weather conditions, then additional charges may occur.

CUSTOMERS RESPONSIBILITY

The customer accepts full responsibility for the safekeeping of the goods, they shall take reasonable care of the equipment and indemnifies the supplier for all loss, theft or damage to the equipment or property around the equipment. *The customer shall notify the supplier immediately of any loss or damage. The customer accepts that damages to or loss passes to them on delivery of the goods.* If the goods are damaged, vandalised or destroyed whilst in their possession the customer will be responsible and will be charged accordingly for the repair or replacement cost of the goods or surrounding property of the goods.

DELIVERY, INSTALLATION AND RETURN

- a) Delivery of the goods/equipment is taken to have occurred at the time that the customer takes possession of the goods or when they are delivered to the supplied address, the hire will start from this date, we will email a copy of the hire agreement to you. We will take photos of the delivery and installation which are kept on our files to confirm delivery, installation and to the condition of the goods.
- b) Installation, we will undertake to erect and install fences or deliver toilets and skips to the location requested, some installations will require to have your company representative on site to ensure correct placement. We will advise you of this prior to installation or delivery. Please notify us if you intend on moving any of our products after the initial installation. If you intend on adding advertising scrim or privacy scrim to fencing, please advise us prior to installation. If the fencing is already installed please make contact with us prior to installing the scrim to ensure we return to site and brace the fencing accordingly, Any scrim added to fencing will be at the risk of the hirer and Fahey holds no liability to damage to the product, scrim or surrounding areas.



- c) Return. We require 2 full days' notice to schedule in a pick-up. The hire will end upon collection of the goods or the day when the goods being returned to Fahey's yard.

PORTALOO TOILETS

Incorrect use or foreign objects detected in Portaloo.

If we arrive to pick up or service the toilet and find it to be in an unreasonable condition or find foreign objects in the Portaloo, additional fees may be charged for the additional cleaning and removal and for any damage caused to our toilet servicing truck due to foreign objects.

SKIPS

Overloading

In the event that Fahey Skip & Waste arrives to collect the Skip to facilitate the disposal of its contents, and finds that the Skip is overloaded, then Fahey Skip & Waste shall (at its sole discretion) either:

- a) Refuse the carriage of the skip until the customer has reduced the load to an acceptable level; or
- b) Leave behind the overloaded portion; or
- c) Provide the Services in which case, the Customer shall be liable to Fahey Skip & Waste for all additional costs then incurred by the Fahey Skip & Waste (including, but not limited to, any fines, penalties, or additional dumping fees).

Contaminated and Dangerous Waste

The customer agrees **NOT** to dispose of any explosive, flammable or otherwise dangerous goods in the skip, including asbestos, car batteries, tyres, gas bottles, bullets, fuels cans containing fuel, toxic chemicals or liquids.

In the event that we find any of these materials in the skip the customer agrees to indemnify Fahey Skip & Waste for all costs in the handling and disposal of the contaminated load and any additional charges fees and fines incurred.

The applicant acknowledges that a full hire agreement will be emailed to them with any further terms and conditions which may be applicable.