



# Bay Mobile Scaffold Limited

## Terms & Conditions 2022

These terms and conditions are in place to protect the customer (you, customer, hirer) and Bay Mobile Scaffold Limited (us, we).

### **General terms**

1. Our minimum hire period is for 1 day (24 hours).
2. Scaffold to be paid for after collection. We will invoice after collection according to the hire period.
3. Invoices must be paid within 7 days unless otherwise arranged. For invoices that remain unpaid after a 30-day period with no reasonable contact attempted, enforcement action may be taken.
4. If you are not within the central Tauranga region, a travel charge of \$1 per kilometre will apply.

### **Safe use**

1. We guarantee that our scaffold is fit for use and in good working order upon delivery. Scaffold is delivered in a flatpack manner, and the customer is required to assemble on site as well as dismantle and have ready for pick up by the pickup time. If we are required to dismantle the tower, extra fees may apply.
2. Bay Mobile Scaffold Limited will not be held liable for any injury, bodily harm or property damage caused while using our scaffold towers. Using scaffold at height carries its own set of risks and these need to be thoroughly assessed and minimised by the hirer.
3. The hirer must familiarise themselves with the set-up instructions and safe practice guidelines that come with each scaffold tower prior to assembly and use. Our scaffold towers will be delivered with everything required to be safe and fit for use, however it is up to the customer or the person(s) erecting the tower to familiarise themselves with Work Safe guidelines and good practice surrounding the safe use of scaffolding and the legalities that go with it.
4. Unless the hirer holds the necessary scaffolding qualifications, they must not erect or alter a tower with a working height greater than 5m.
5. The hirer must be over the age of 18 years old and a fit and competent person who is able to exercise common sense and safe practice. The hirer must not at any point during the use of our scaffold be under the influence of drugs or alcohol.
6. Users must ensure children and unauthorised people do not have access to the scaffold.
7. The scaffold towers MUST be erected correctly and safely on a dry and level surface. The handrails must be used as handrails and not to gain extra reach. Any modifications to the tower

that may make it unsafe or are not consistent with what the tower was originally designed for are strictly prohibited.

8. Customers must not use ladders or any alternative platforms on the scaffold to gain extra reach
9. If you are unsure about the assembly and correct use of our scaffold it is your responsibility to contact us for further guidance.

### **Obligations of Bay Mobile Scaffold Limited**

1. We will provide to you the scaffold for the hire period.
2. The scaffold we provide will be in good working order.
3. We will pick up the scaffold after the hire period has ended.

### **Obligations of the customer**

1. Our scaffold must be kept out of sight and/or direct access to the public. You will be liable for costs of theft if our scaffold is stolen due to negligence.
2. Scaffold must not leave the address at which it was dropped off at unless approved by Bay Mobile Scaffold.
3. The customer must take good care and ensure that the tower is returned in good condition.
4. In the event of significant damage to our scaffold caused by the customer while in their possession, the customer will be liable to pay for repairs or replacement.
5. The person(s) using the scaffold must conduct a thorough risk assessment prior to use. This is outlined in our 'safe use' document.
6. The customer must not allow use of the scaffold by any unauthorised, underage, impaired or incapable people.
7. The customer must report any accidents, damages, injuries, or risk concerns with bay Mobile Scaffold within 3 days of the incident occurring.
8. The customer must not use the scaffold in any way that is outlined as a risk in our 'safe use' document. This includes but is not limited to; not identifying local hazards, working where live electricity is present, not fitting guardrails, setting up the tower on uneven or slippery ground, incorrectly setting up the tower, working in high wind or rain, not wearing appropriate PPE, overloading the weight limits of the tower, not using outriggers when necessary, using horizontal force against the tower, not locking the castors when in use, moving the tower while in use, not being aware of overhead hazards such as powerlines.
9. The customer must not lose any components of the scaffold. If this occurs, the customer will be liable for replacement costs.
10. At the sole discretion of Bay Mobile Scaffold, the customer may or not be eligible for a part refund of the hire period if the weather or any other factors has not allowed for the use of scaffold.
11. The customer shall be liable for implementing their own health and safety protocols while using our scaffold towers and keeping the worksite safe and minimising hazards.
12. If the hirer files for bankruptcy or the company hiring from us goes into liquidation, Bay Mobile Scaffold still retains full ownership of any product in possession of the hirer at the time.
13. If a scaffold tower is incomplete or has been left on a worksite where other people are present, it must be made clear that the scaffold is not safe for use for anyone other than the hirer and the hirers workers.

Please make sure you have read, understand, and agree to these terms and conditions before signing.

- I understand the risks of using scaffold towers and have my own health and safety protocols in place to minimise these risks
- I am a competent person to erect and dismantle the scaffold
- I am signing this form on behalf of myself and any workers using or in the vicinity of the scaffold
- I will be liable and responsible for any injury to me or to workers under my supervision while using these towers due to improper use or assembly
- I will be liable for any damage caused to the scaffold while it is in my possession, and any damage to property
- I agree to these terms and conditions and to adhere to the safe use guide

Date: \_\_\_\_\_ Full name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Signature: \_\_\_\_\_