

Anderson's Scaffolding Pty Ltd – Disclosure Document

Dear Consumer (**you, your**),

Before entering into an agreement with Anderson's Scaffolding Pty Ltd ACN 142 038 113 (**Anderson's, us, our**), please ensure that you read and understand this Disclosure Document and our Terms and Conditions of Trade (**Agreement**) to which this Disclosure Document is annexed and to which it relates.

If you do not understand this Disclosure Document or the Agreement you should seek independent legal advice.

These documents govern our dealings with you and how we will provide our goods and services to you, as well as our obligations to you and your obligations to us. You should be aware that the Agreement contains provisions that may substantially prejudice your interests, including the following clauses:

- Clause 2.3:** This clause excludes our liability for any loss or damage you may suffer as a result of any reliance on any advice, recommendations, information, assistance or service given by us.
- Clause 5.5:** This clause excludes our liability for any loss or damage you may suffer as a result of the goods/equipment being delivered late.
- Clause 6.1:** This clause outlines that risk of damage to or loss of the goods passes to you on delivery, and you must insure the goods on or before delivery.
- Clause 6.2:** This clause outlines that if any of the goods are damaged or destroyed following delivery but prior to ownership passing to you, Anderson's is entitled to receive all insurance proceeds payable for the goods.
- Clause 6.3:** This clause outlines that if you request us to leave goods outside our premises for collection or to deliver the goods to an unattended location, then the goods will be left at your sole risk.
- Clause 6.5:** This clause excludes our liability for any claims, demands, losses, damages, costs and expenses in connection with the installation of the goods.
- Clause 8.2:** This clause excludes our liability for any loss or damage you may suffer as a result of entering into your Premises to recover possession of the goods/equipment.
- Clause 11.4:** This clause provides that we do not provide, and expressly excludes (to the extent permitted by the Law) all warranties not expressly included in the terms and conditions
- Clause 11.9:** This clause excludes our liability for any defect or damage which may be caused or partly caused by or arise because of you:
- a. failing to properly maintain or store any goods/equipment;
 - b. using the goods/equipment for any purpose other than that for which they were designed;
 - c. continuing the use of the goods/equipment after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - d. failing to follow any instructions or guidelines provided by us; or
 - e. fair wear and tear, any accident, or act of God.
- Clause 17.3:** This clause excludes (to the extent permitted by the Law) our liability for any indirect or consequential loss you may suffer as a result of our breach of the Agreement. Alternatively, our liability shall be limited to damages, which under no circumstances shall exceed the Price of the Goods/Equipment hire.
- Clause 17.8:** This clause excludes (to the extent permitted by the Law) our liability for any loss, negligence or default caused by any act of God, poor or wet weather conditions, war, terrorism, pandemic, epidemic, quarantine, limitations to accessing the site, safety considerations, availability of machinery or pre-requisite work by any third party not being completed, strike, lock-out, industrial action, fire, flood, storm or other event beyond our reasonable control.
- Clause 20.2:** This clause indemnifies us against all loss, theft, or damage to the equipment howsoever caused and whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission by you.
- Clause 20.4:** This clause indemnifies us against all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the equipment during the hire period and whether or not arising from any negligence, failure or omission on your part or any other persons.
- Clause 23.1:** This clause excludes our liability for any actions of the operator of the equipment hired when following your instructions.

By signing this Disclosure Document, you acknowledge and agree that you have read and agreed to the Terms and Conditions of Tradeattached.

Customer:

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Signature of authorised person

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Print name of authorised person

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Position/office of authorised person

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Position/office of authorised person

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Print name of authorised person

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Print name of authorised person

Guarantor(s) (if applicable):

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Signature of Guarantor

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Print name of Guarantor

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Print name of Guarantor

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Print name of Guarantor