

# Easy Reach Scaffolding Pty Ltd- Labour Terms & Conditions

## 1. Definition

"Easy Reach" means Easy Reach Scaffolding Pty Ltd and includes its servants or agents, legal representatives, administrators, successors and/or permitted assignees. Whenever Easy Reach contracts to supply labour of the erection, dismantling or alteration of its equipment, in addition to Easy Reach standard conditions of hire, the following terms and conditions will apply.

## 2. Price

The Price means the price set out on the Quotation, or if there is none specified, the price set out in Easy Reach Unit List Rate price. The Price is based on the current contract Scaffold rate and conditions of employment for scaffold hands working for Contract scaffolding companies as agreed by the Master Builders Association of Victorian Branch of the Construction Forestry Mining & energy Construction Division. Should this be altered in any way a pro rata rise or fall will apply.

## 3. Increased Charges

Increased Charges shall be incurred by the customer in the event of any government or regulatory body imposing or increasing charges. Without limiting the generality, the Customer is liable for any duties or Goods and Service Tax that might be imposed on the supply of labour.

## 4. Clothing and site Allowances

The Price allows for normal clothing and site allowances as set out in the Victorian Building Industry Agreement sections 20 & 38 respectively, but does not allow for any special site or disability allowances. Should they apply or be introduced to this project there will be an additional charge to the Price or adjustment to the hourly rate quoted.

## 5. Scope of Works

The extent of work allowed for the Price is limited to the erection or dismantle only, of the scaffold specified on the numbered drawing referred to in the quotation. It is the responsibility of the Customer to ensure that the size and configuration of the scaffold is appropriate for the intended application. Any additional work will be charged as an extra to the Price, at the rates stipulated in clauses 16 & 17 below- "Alterations to Scaffold" and "Visits to Site".

## 6. Power Lines

The Price does not allow for the isolation or insulation of Power Lines. It is the responsibility of the Customer to have all power lines insulated and/or isolated and necessary permits issued prior to the commencement of work, at no cost to Easy Reach.

## 7. Permits

The Price does not allow for the provision of permits. It is the responsibility of the customer to obtain all necessary permits prior to the commencement of work, at no costs to Easy Reach.

## 8. Public protection

It is the responsibility of the customer to supply, erect and dismantle, at no costs to Easy Reach, all necessary lighting, hoarding, waterproof and public protection unless noted otherwise in the accompanying quotation or schedule of works.

## 9. Craneage

The Price does not allow for Craneage, dogmen or spotters to raise and lower materials to and from the workforce. If required, Craneage, dogmen or spotters with the necessary permits, are to be provided by the Customer at no cost to Easy Reach.

## 10. Positive ties

The Price allows for the placement of standard scaffold ties to the building, once only. The Price does not allow for the drilling of walls or subsequent repairs to wall or windows, which may have to be broken for the placement of positive ties.

## 11. Movement of materials

The Price does not allow for movement of materials other than from the delivery points nominated in the quotation or clause 11 below- "Delivery and Pick up Points".

## 12. Delivery and Pick Up points

It is the responsibility of the Customer to provide access, egress and a storage area, to the immediate vicinity of the work area for delivery and pick up of materials by an 8 tonne crane truck.

## 13. Supporting Surface

It is the responsibility of the Customer to provide a clear work area of 2.5 meters in width from the workface, which is reasonably level and properly consolidated. If the scaffold is to be erected on an existing structure the Customer is to ensure, in consultation with the site engineer, that the existing structure is capable of supporting the loads to be imposed by the scaffold, prior to the commencement of work.

## 14. Configuration of Scaffold

It is the responsibility of the Customer to provide a starting point and a datum level for the Scaffold prior to the commencement of erection of the scaffold. Unless the scaffold drawing indicates otherwise, the top working platform of the scaffold will be achieved by the provision of the necessary number of 2 metre high lifts in the scaffold. If necessary any smaller size lift will be positioned in the base of the scaffold. The contract price does not allow for the alteration of the scaffold after the initial erection unless noted otherwise in the accompanying quotation.

## **15. Working Platforms and Hop-Up Brackets**

The price allows for each working platform and each level of hop up brackets to one location, once only. Alterations or relocation of working platforms and hop up brackets will be charged as an extra to the Price and the rates stipulated in the clauses 17 & 18 below- "Alterations to scaffold" and "Visit to Site".

## **16. Inclement Weather**

If the Customer has requested Easy Reach to supply on an hourly rate, the Customer will be charged for any time lost due to inclement weather.

## **17. Alterations to the Scaffold**

The cost to move working platforms, hop up brackets; handrails and ties will be at the rate of \$TBA per man hour for ordinary time, \$TBA per man hour for the time and a half, and \$TBA for double time. An additional charge of \$2.75 per hour will apply on each rate if the site is a 36 hour week site.

## **18. Visits to site**

Unless noted otherwise, in the quotation, the Price allows erecting the scaffolds in one stage, and dismantling the scaffold in one stage. The minimum charge for visits to site to carry out alterations to the scaffold or work not included in the quotation will be charged at a minimum rate of 2 men 5 hours per visit unless agreed to in writing prior to the commencement of the work. One hour of the 5 hour allowance is to cover the cost of relocation to another site.

## **19. Working Hours**

The Price or hourly rate quoted allows for a 38 hour x 5 day a week at ordinary rates unless noted otherwise in the accompanying quotation.

## **20. Night Shift**

If the customer requires work to be carried out on night shifts, penalty rates will apply. In addition should the shift end on a day immediately prior to the weekday an additional amount of 8 hours per man at ordinary rates will be charged.

## **21. Hazardous Materials**

It is the responsibility of the Customer to ensure that the cleaning and removal of hazardous or dangerous substances or particles is carried out prior to the erection, alteration or dismantling of the scaffold.

## **22. Housekeeping**

It is the responsibility of the Customer to ensure that all unused materials and waste is removed from the working platforms and storage area prior to alteration or dismantling of the scaffold. Time lost due to delays while waiting for the work area to be cleared will be charged at the relevant hourly rate.

## **23. Design and Erection**

All scaffolds will be erected, altered and dismantled in accordance with the scaffold drawings provided which will comply with AS1576- Parts 1, 2, 3 & 4 and AS/NZS 4576:1995 - Guidelines for Scaffolding. If the proposed scaffold does not conform to the above standards, it is the responsibility of the Customer to obtain, at no cost to Easy Reach, any necessary computations. Such computations are to be made available on site prior to the commencement of work and for the duration of the contract. Any changes to the design are to be approved and re-drawn by Easy Reach. Any additional costs incurred by Easy Reach due to the alterations will be charged to the customer.

## **24. Inspections**

It is the responsibility of the Customer to inspect all scaffolds, every 7 days, or immediately after severe storms or other adverse conditions.

## **25. Calculations, Computations and Inspections**

All costs for the preparation of information required on behalf of or for the Customer, such as calculations, computations and fees incurred for site inspections by engineers or inspectors will be charged to the Customer.

## **26. Inductions**

The Price does not include the cost of site-specific inductions unless noted otherwise in the accompanying quotation. The cost of any such inductions will be charged to the customer in accordance with the clauses 17 & 18 above- "Alterations to scaffold" and "Visit to Site".

## **27. Site Inspection**

The Price is subject to a site inspection by Easy Reach, at no cost to the customer, prior to the commencement of work.

## **28. Retention and Liquidated Damages**

Easy Reach will not under any circumstances enter into a contract under which it would be charged liquidated damages and/or have part of the Price held in retention.

## **29. Payment Terms**

The terms of payment for labour are strictly 30 days from the date of invoice.

## **30. Due Notice**

The Customer is to provide a minimum of two full working weekdays' notice to arrange for the erection, dismantle or alteration of equipment.

## **31. Limits of Authority**

Any agreement entered into by a representative of Easy Reach, which does not comply with or exceeds the scope of these terms and conditions, is not valid unless authorized in writing by Easy Reach General Manager or one of its Directors.