R & R SCAFFOLDING PTY LTD

One Stop Shop for all Your Scaffold Needs

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23A Network Dr, Truganina VIC 3029

Detailed scaffold terms & conditions

1. Documents, scope and acceptance

1.1 The contract consists of the signed one-page Client Acknowledgement & Agreement, the identified MYOB quotation, these detailed terms (v1.1 dated 03 November 2026), listed drawings and mutually accepted written variations. Agreed special conditions prevail, then the signed acknowledgement, the quotation and these terms. The version supplied before acceptance applies; later website updates or invoices do not change it.

1.2 R&R supplies only the equipment, installation, hire and removal described in the quotation. Engineering, permits, traffic management, containment, protection of finishes, extra visits and making good are included only where identified. Essential safety measures must be resolved before work proceeds; an exclusion does not excuse an unsafe installation.

1.3 The client must disclose the intended trades, loading, heights, access and staged works accurately. R&R must assess suitability within its expertise and raise apparent omissions. Changes to the accepted scope require clause 4. The quotation expiry applies; if none is stated, validity is 30 days.

2. Prices and payment

2.1 The client accepts the quoted price, GST, initial hire period, rates and payment conditions. Each invoice must be paid in full within 21 calendar days of issue. The entire final balance must be paid in cleared funds before dismantling, even if that is earlier than the normal invoice due date. R&R must supply the final invoice sufficiently early to allow payment before the booked removal. The payment grace in clause 3.3 does not extend an invoice already due. Payment is not conditional on payment by the client's customer. No retention applies unless expressly agreed.

2.2 The client should notify disputed items promptly with reasons and pay undisputed amounts when due. This does not remove statutory rights or lawful set-off rights. A debt dispute does not authorise unsafe use, alteration or withholding of R&R equipment.

2.3 No automatic late fee or default interest is imposed by this draft. Any interest arrangement requires express written agreement before hire and must be lawful. Reasonable, evidenced external recovery costs caused by a payment breach may be recovered only to the extent permitted by law; no duplicate recovery or arbitrary administration penalty applies.

3. Hire, overhire and off-hire

3.1 The agreed commencement trigger and minimum hire apply. If the trigger is not specified, hire begins on handover of the usable scaffold, not merely arrival of materials. Staged handovers require separate dates and quantities recorded in writing. Early completion does not reduce an agreed minimum hire, except where required by law or caused by R&R breach.

3.2 The builder / client must tell R&R in writing when scaffold work is finished and book dismantling. Completion by other trades does not automatically end hire. After the initial period, agreed overhire continues to accrue to the current date until valid written notice and the off-hire conditions below are met. Weekly rates are prorated by seven unless another billing unit was expressly agreed. R&R-caused defects or breach attract a fair credit for affected unusable equipment.

3.3 Email the site, quote reference, sections and requested dismantling date to info@rrscaffoldings.com. The booking date means the date R&R receives the written booking request, not the future removal date; R&R must acknowledge it promptly. Where work has finished and safe removal access is available, a single three-calendar-day payment grace period runs from that booking date (day 1). Further overhire is paused for those three days only; the agreed initial hire and already accrued amounts remain payable. There is no repeated grace period for rebooking.

3.4 If cleared payment is not received by the end of day 3, dismantling will be deferred and agreed overhire resumes from day 4 for the actual payment-related delay. Once the final balance is paid, use has stopped and access is ready, overhire stops (subject to minimum hire); R&R-only collection delays do not attract extra hire. R&R must give notice of deferral, mitigate avoidable delay and follow clause 9. Safety, statutory rights and genuinely disputed amounts under clause 2.2 remain protected. Record any partial release and revised hire in writing.

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Variations, access & safe use

4. Variations, cancellations and scheduling

4.1 The client signatory may authorise chargeable changes unless the client nominates another approver or a spending limit in writing. R&R must describe the change, reason, price or agreed rate basis, and programme effect and obtain written approval (including email) before proceeding. A trade on site cannot order extras merely by being present.

4.2 If immediate action is reasonably necessary to prevent injury or property damage, R&R may make the area safe, notify the client promptly and record the work and reasonable cost. Allocation of cost follows responsibility for the cause; correcting R&R defects is not a client variation.

4.3 Additional deliveries or pickups beyond the quoted allowance are charged extra at the quoted or separately agreed rates. Client-caused waiting, failed visits, extra carrying, re-erection or changed plans also require agreed rates and supporting records. Unpriced extras require an agreed price before proceeding, except immediate protective action under clause 4.2. No extra fee applies for a visit solely to correct R&R's error.

4.4 Notify cancellation or postponement promptly. After contract formation, the client pays work properly completed and reasonable unavoidable committed costs caused by cancellation, less savings, recoveries and amounts already paid. No automatic percentage penalty applies. If R&R cancels without client fault, it refunds unearned payments; other legal remedies remain available.

4.5 Dates are agreed targets unless expressly guaranteed. A party affected by unsafe weather or another event beyond reasonable control must promptly explain the effect and propose revised dates. Additional fees require a contractual basis; neither party receives a blanket exemption from liability for its own breach.

5. Site readiness and access

5.1 The builder / client must have the site clean and ready before scaffold delivery, with clear vehicle access, unloading and working areas, and required inductions. The builder must arrange and pay for required council footpath / public-space permits and electricity distributor permits, isolation or protection approvals, using R&R technical information where needed. Provide evidence before work. Disclose services, powerlines, fragile surfaces, excavations and structural limits. No work proceeds without the required controls; both parties retain their legal duties.

5.2 No other trades may work on site on scaffold installation or dismantling days. The builder must notify and coordinate all trades and keep unauthorised people out. R&R must assess support conditions and design requirements. The client must not excavate near supports, remove ties or alter supporting structures or loads without consultation and an approved safe method.

6. Handover and use restrictions

6.1 R&R will provide appropriately competent personnel and required licences, install to the agreed design and applicable requirements, and identify completed usable sections through handover documentation and tags. The client must prevent access to incomplete or restricted sections. Signing this agreement is not a scaffold handover or safety certification.

6.2 Use only for the documented purpose and load rating. Do not overload, remove or relocate components, or attach hoists, signs, shade cloth, shrink wrap or other coverings without R&R approval and any required design verification. Two-plank walkways, void platforms and edge protection must be used only within their specific system limits; they are not general material-storage decks.

6.3 The client must communicate restrictions to users, maintain clear access and exclusion zones, and protect equipment from vehicle impact and unauthorised access. No unauthorised person may alter or dismantle the scaffold. Report suspected defects promptly, stop affected use and isolate the area pending competent assessment.

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Inspections, equipment & remedies

7. Inspection and maintenance arrangements

7.1 Before handover, record who arranges ongoing inspections and their charges in the quotation / signed acknowledgement. R&R and the client must cooperate to ensure competent inspections before use, at applicable intervals and after alterations or events affecting safety. As a contract baseline, formal inspection intervals must not exceed 30 days, with earlier checks where risk or design requires.

7.2 The client must arrange regular site checks for obvious damage or tampering and prevent use after a significant storm, impact or other suspected safety event until appropriately inspected. Inspection and maintenance records must be retained and available on site. R&R will rectify its defects at its cost; other repairs require the agreed rate or variation process.

8. Ownership, care, loss and damage

8.1 Equipment remains R&R property. The client must not sell, pledge, relocate, subhire or mix it with another supplier's stock without written consent. Provide reasonable security from delivery until collection and promptly report missing equipment, theft or damage. R&R will provide reasonable delivery / return records and an opportunity to resolve count discrepancies.

8.2 The client is responsible for loss, abnormal cleaning or damage to the extent caused by its breach, negligence, misuse or persons under its control. Fair wear, pre-existing defects and loss caused by R&R are excluded. Liability for an event outside both parties' control is determined by applicable law, not an automatic all-risk transfer.

8.3 Claims must identify affected items and evidence the reasonable repair cost or comparable replacement value allowing for age and condition. No double recovery of repair, replacement, insurance or hire losses applies. Both parties must take reasonable steps to minimise loss. Agreed insurance requirements must be recorded before signing; insurance does not excuse either party's own duties.

8.4 Record pre-existing site damage and agree tie locations / foreseeable fixing holes before work. Responsibility and price for making good must be specified in the quote. This does not excuse negligent property damage by R&R. Report damage promptly and allow a reasonable inspection opportunity without delaying emergency protection.

9. Suspension, termination and collection

9.1 The specific payment-related dismantling deferral in clause 3.3-3.4 applies after its three-day grace period. For other suspension or termination for a material breach, including overdue undisputed payment, the affected party may give written details and at least five business days to remedy, or a longer reasonable period where necessary. If unremedied, it may terminate affected work; R&R may suspend further non-safety-critical services on notice. Immediate protective action is permitted for a serious safety risk.

9.2 Suspension or collection must be planned safely with the site controller. No removal may create an uncontrolled fall or structural risk. The client must provide lawful access for agreed collection; this agreement does not authorise forced entry. Accrued lawful charges survive termination, subject to credits and clause 3.3.

10. Liability, disputes and governing law

10.1 Each party remains responsible for loss to the extent caused by its breach or negligence, with contribution by others taken into account. Nothing excludes non-excludable guarantees, remedies, statutory payment rights or safety duties. No personal guarantee, charge over land, credit-card debit authority or general security is created by this agreement.

10.2 Raise disputes with the nominated representatives and attempt resolution within ten business days, then consider agreed mediation. This does not restrict urgent relief, statutory adjudication, regulator complaints or other non-excludable rights. Victorian law applies, subject to mandatory law. Amendments require both parties' written agreement; an invalid provision is severed only to the extent necessary.