

# TOOL HIRE TERMS & CONDITIONS

## 1. Definitions

**Act** means, for the State in which tools are hired the applicable Occupational Health & Safety legislation including regulations and Codes of Practice as they are from time to time amended and any substitution for them and any applicable Australian Standards .

**Customer** means the customer named above.

**Equipment** means the equipment described in the invoice and includes any substituted equipment, spare parts, accessories and components supplied by Reece or Actrol or Metalflex to the Customer.

**Operator** means the Customer and its authorised and properly trained servants, agents or employees who use any Equipment.

**Premises** means the address of the Customer in the applicable Hire Document.

**Purpose** means the purpose for which the Equipment is designed and/or as specified in the applicable Hire Document.

**Reece or Actrol or Metalflex** means Reece or Actrol or Metalflex Pty Ltd ACN 004 097 090.

**Term** means the term no longer than 11 months after the equipment is hired.

**2. Hire Payments** The Customer must pay Reece or Actrol or Metalflex the agreed hire charges for the Term.

**3. Hire Payments after Term.**

**3.1** If the Customer keeps Equipment after the Term, the Customer will pay the agreed hire charges.

**3.2** Neither the Customer nor any Operator is authorised to use the Equipment after the Term without the prior written consent of Reece or Actrol or Metalflex. Any such unauthorised use will be at the risk and liability of the Customer in all things.

**3.3** The Customer hereby indemnifies Reece or Actrol or Metalflex against any liability arising from any arrangements entered into by Reece or Actrol or Metalflex with other customers concerning use or hire of the Equipment after the Term.

**3.4** These conditions will continue to apply during any further term.

**4. Ownership and Use of Equipment**

**4.1** The Equipment is and at all times remains the sole property of Reece or Actrol or Metalflex.

**4.2** The only right which the Customer has under these Conditions is the right for the Customer and its Operators to use the Equipment for the Purpose and for the Term or any agreed extension thereof.

**4.3** The Customer may not assign any of its rights under these Conditions to anyone without the written consent of Reece or Actrol or Metalflex.

**4.4** The Customer must use and ensure that each Operator uses the Equipment at all times in accordance with any instructions or directions given by Reece or Actrol or Metalflex, the manufacturer or distributor of the Equipment in Australia, all applicable laws including the Act and in accordance with sound commercial practice .

**4.5** The Customer will use and ensure that each Operator uses the Equipment at the Customers risk and agrees Reece or Actrol or Metalflex will not be liable for any loss or damage whatsoever (including any personal injury or property damage). The Customer indemnifies Reece or Actrol or Metalflex against any claim or demand for any such loss or damage.

**5. Maintenance of Equipment**

**5.1** The Customer must maintain the Equipment at all times in a good, clean, safe condition including taking such action with regard to its proper care, safe use, routine maintenance and lubrication.

**5.2** The Customer must keep the Equipment in clean, dry and safe condition and take all reasonable precautions to avoid loss or damage to the Equipment.

**6. No Alteration of Equipment**

The Customer must not alter or allow any person to alter the Equipment or remove or damage any numbers, dates, descriptions or plates attached to or impressed on the Equipment.

**7. Right to Inspect**

**7.1** The Customer will allow Reece or Actrol or Metalflex or its authorised representative to enter the Premises or any site at which the Equipment is in use to inspect and/or test the Equipment and to recommend any service, repair or maintenance.

**7.2** The Customer will not use or permit to be used any Equipment until any recommendation of Reece or Actrol or Metalflex has been fully complied with in form and substance.

**8. Loss or Damage**

The Customer will be liable for any loss of or damage to the Equipment, reasonable wear and tear accepted. The cost of any such loss or damage will be determined by Reece or Actrol or Metalflex and the Customer will accept a certificate from Reece or Actrol or Metalflex as conclusive evidence of that amount as an amount immediately due and owing.

**8.1** The Customer is responsible for returning the Equipment in a clean state and good working condition as determined by Reece or Actrol or Metalflex. Reece or Actrol or Metalflex will be entitled to charge the Customer for the cleaning or repair of the Equipment.

**8.2** Hire charges will continue to apply, until the Equipment is returned to Reece or Actrol or Metalflex and available for hire.

**9. Premises**

The Customer may take the Equipment to sites at which it is to be used, but the Equipment must be kept at the Premises when not in use.

**10. Return of Equipment**

**10.1** The Customer must upon written request made at any time, immediately return the Equipment in good condition to the address nominated by Reece or Actrol or Metalflex.

**10.2** Subject to these conditions, Reece or Actrol or Metalflex will credit the Customer with any amount paid by the Customer in respect of the unexpired portion of the Term.

**10.3** If the Customer fails to return the Equipment within 7 days of request or the end of the Term, the Customer authorises Reece or Actrol or Metalflex, acting in the name of the Customer, to enter the Premises or any site where the Equipment is, to take possession of the Equipment and remove it with such force as necessary.

**10.4** If the Equipment is not returned to Reece or Actrol or Metalflex within 14 days of written request, the Customer will upon demand, pay to Reece or Actrol or Metalflex the full replacement value of the Equipment as liquidated damages without derogating from any other claim or right of Reece or Actrol or Metalflex against the Customer under these Conditions or otherwise.

**11. Exclusions and Limitation of Liability**

**11.1** To the extent permitted by law, Reece or Actrol or Metalflex excludes all conditions, warranties, terms and consumer guarantees implied by law (including the *Australian Consumer Law*) arising in connection with a supply of goods or services. To the extent permitted by law, Reece or Actrol or Metalflex limits its liability in its discretion to replacing the goods or supplying equivalent goods, or, in the case of services, by supplying the services again. The Customer relies entirely on its own knowledge, skill and judgment in selecting goods which are hired from Reece or Actrol or Metalflex.

**11.2** Reece or Actrol or Metalflex standard Terms and Conditions of Trade are imported into and form part of these Conditions except where they conflict. If any conflict arises, these Conditions will prevail to the extent necessary to resolve any such conflict. The Terms and Conditions of Trade are located on Reece or Actrol or Metalflex website [www.Reece.com.au](http://www.Reece.com.au) [www.Actrol.com.au](http://www.Actrol.com.au) [www.Metalflex.com.au](http://www.Metalflex.com.au) and are part of all Applications for Credit Account. They are also available on request from our support centre in Burwood.

**12. Occupation Health & Safety Act legislation**

**12.1** The Customer will check all equipment for compliance with the Act and that the Customer has ascertained that the Equipment is suitable for the purpose for which the Equipment is to be used and the Customer has not relied upon any representation or assurance from any Reece or Actrol or Metalflex personnel as to the use of the Equipment. .

**12.2** The Customer warrants that it has taken all necessary steps (including tests and examination) on its own behalf and on behalf of Reece or Actrol or Metalflex to confirm that the Equipment is designed and constructed to be safe and without risk to health when properly used and that it has adequate information about the safe and proper use for which the Equipment is designed and tested.

**12.3** The Customer hereby indemnifies Reece or Actrol or Metalflex from and against any loss or damage arising from any failure of the Customer to observe the obligations arising under clause 12.1 or 12.2 of these Conditions or the Act (including any prosecution or liability, loss or damage under the Act).

**13. Indemnity**

In addition to any specific indemnity given in these terms and conditions, the customer hereby indemnifies Reece or Actrol or Metalflex against any claim whether for loss, damage or otherwise which arises in way from these terms and conditions, any breach of these terms and conditions, the Equipment or any use to which the Equipment is put until the Equipment is returned to Reece or Actrol or Metalflex in accordance with these terms and conditions.

**14. Duty to Inform**

The Customer will inform Reece or Actrol or Metalflex in writing of any fault, malfunction, damage or loss of any Equipment immediately any such fault, malfunction, damage or loss occurs and before returning the Equipment to Reece or Actrol or Metalflex.

**15. Conditions Binding in Subsequent Hire Transactions**

These Conditions apply to all hire equipment obtained from Reece or Actrol or Metalflex by the Customer whether by telephone order, delivery to unattended site or otherwise.

**16. Insurance**

The Customer will keep the Equipment insured with a reputable and solvent insurer for its full replacement value until it is returned to Reece or Actrol or Metalflex in accordance with these terms and conditions.

## General Safe Work Method Statement

### ENSURE YOU ASSESS RISK!!!

Before you commence any work at your chosen work area, you should undertake some preliminary hazard identification and risk control precautions. Ideally more than one person should do this. This is undertaken by:

1. Physically inspecting the work site
2. Reviewing the best way/job steps required to complete the task
3. Reviewing the safe Work Information supplied with the equipment
4. Reviewing other reference documentation and expert advice

The hazard identification and control process steps are defined as:

1. Identify the Hazards (eg.240V power drill use around wet areas)
2. Assess the Risk (multi earth paths - possible electrocution)
3. Select the Control Measure (e.g. dry the area; use an RCD; use a cordless drill etc)
4. Re-assess the Risk (risk of electrocution now negligible).This is undertaken to ensure that the risk control measures adopted have not introduced any new risks to the work area.

### HELP

If the unit does not operate correctly or you are unhappy with its performance, return it to the nearest Branch for exchange or phone for assistance. Do not attempt repairs yourself.

Refer to the hiring branch for details of our AFTER HOURS CONTACT NUMBER.

### SAFETY DO'S

DO take your time; Read this User Guide and any other Safety Information provided (e.g. decals, manufacturer's instructions), completely and in its entirety, BEFORE operating the equipment.

DO satisfy yourself that you have the correct machine for the job and you know how to properly and safely operate it. (There are many different types of equipment available to make your job easy).

DO ensure you fully understand and are familiar with the equipment and its operations including uncontrolled or unexpected movement, emergency shutdown/response and follow instructions provided by the hirer.

DO ensure that the equipment is assembled and used according to the manufacturers and hirer's instructions.

DO check controls and any safety devices for proper response. DO make sure you possess a Certificate of Competency issued by the relevant Regulatory Authority where required to operate particular equipment.

DO where possible; operate in a clear work area free from non-essential persons, children, animals or hazards.

DO ensure that you have a secure footing and clear access and egress to the work area while on the job.

DO ensure the work environment is well lit with all aspects of the job easily seen and discernible.

DO ensure correct lifting techniques are used when using or transporting any machine or materials.

### SAFETY DON'TS

DO NOT operate any equipment if you are tired or suffering any medical condition or if under the influence of drugs or alcohol which may cause lethargy or dangers to yourself or others.

DO NOT hurry and take risks.

DO NOT operate equipment without guards correctly fitted.

DO NOT use faulty equipment - if in doubt contact your local Branch.

## PERSONAL PROTECTIVE EQUIPMENT



### CLOTHING

- Clothes shall be appropriate and close fitting, with no loose articles such as cuffs, ties, necklaces, rings etc, which can be caught in rotating machine parts.

- Long hair shall be constrained through netting, tying or other close fitting apparel.

- Always wear all appropriate Personal Protective Equipment such as safety goggles, ear muffs, safety boots, helmet etc, appropriate for the task or equipment and as indicated.

### EQUIPMENT

- Thoroughly familiarise yourself with the safety precautions associated with the operation of any equipment before attempting to use it.

- Ask for assistance and refer to supplier's manual(s) if you are not sure of the correct use of the equipment.

- Ensure all equipment guards are in place; operational and all cutting tools are sharp.

- Never force tools or use equipment for purposes other than those for which they were designed.

- During assembly of sub sections or attachments (e.g. when changing a drill bit, inflation test plugs, crimp jaws or electrodes) isolate the equipment first by unplugging electrical leads, hydraulic or pneumatic supply hoses from the energy source.

### USING TOOLS & EQUIPMENT

- When using tools and equipment do not over reach.

- Ensure that you have a firm footing and are always ready to handle any reaction the equipment may make.

- Regular breaks are recommended during lengthy or repetitious use of tools and equipment.

- Use of equipment may cause collapse of structure in some applications (eg trenches, excavations, wall removal etc.) and may require installation of approved shoring or other suitable controls.

- Operate engine driven equipment only in well ventilated areas. Fumes can kill.

- Use of this type of equipment in confined spaces such as storage tanks, wells, silos, vats, ducts, tunnels, shafts, pits, indoors and rooms can result in death.

### FLAMMABLE LIQUIDS

- In the event flammable liquids are used, use extreme care when filling fuel tanks - vapours can be explosive.

- Ensure that the motor is turned off when filling.

- Keep fuel containers at least 3 metres away from where you will be starting the equipment.

- Ensure fuel cannot come into contact with hot engine parts such as the exhaust.

- NEVER smoke in the vicinity of, and keep sources of sparks away from any flammable liquid.

- Where possible, keep an appropriate fire extinguisher nearby during operations utilising flammable liquids.

### ELECTRICAL EQUIPMENT

- Ensure that any electric equipment or extension lead that you are using has been electrically tested, tagged and dated by a competent person.

- Always disconnect equipment from the power supply before fitting or removing jaws, electrodes, drill bits and other attachments.

- DO NOT ever lock switches in "on" position with tape, wire or by any other means.

- Always ensure that the power outlet you are using is protected by an RCD (Residual Current Device) safety switch. Use an approved portable RCD if your power outlet is not RCD protected.

- Always check with authorities for location of hidden cabling prior to commencement of cutting or demolition as contact with electrical cabling can cause injury or death.

- DO NOT use electrical equipment in "wet" environments.

- DO NOT use an electrical extension lead that is longer than 15 metres as a significant voltage drop will occur, potentially compromising personal safety and leading to possible equipment damage.

- Always uncoil extension leads and remove any twisting to prevent them from overheating during use.

- Before using, ensure all electrical leads are not damaged in any way.

- Keep leads off floor, from being pinched or crushed and away from water and moisture.

- Battery chargers may not be used to charge other batteries. Only use specifically designated battery packs when charging.

- Carry out a visual inspection each time before using a battery charger.

- DO NOT use battery operated tools in the rain.

- DO NOT use electrical appliance where the operation can trigger an explosion of gases, vapours, liquids, dusts or other substances.

- When using generators to power plastic welding equipment generator output and serviceability may vary considerably contingent on model and service history. Generators with insufficient control performance or voltage control will require up to 3-3.5 times higher output power than the stated ones to achieve an undisturbed operation.

Electronically controlled generators tend to oscillate with the control of the welding process, which can lead to high output voltage peaks. Please, test suitability and output before using any type of generators with hire equipment.

### HIGH PRESSURE AIR

- DO NOT use compressed air for human consumption.

- DO NOT use compressed air for dusting off or cleaning clothing and/or body.

- Use extreme care when using compressed air.

- Never use high pressure air to clean any part of your clothes or body. High pressure jets of compressed air can rupture eardrums, damage eyes, cause skin to peel or enter the bloodstream through the skin.

- Never vent, point or direct compressed air equipment at any part of any person regardless whether it is energised or not. Inactivated equipment may still contain pressurised material. High pressure liquid streams may facilitate toxic substances to enter the skin and cause blood poisoning.

- Ensure the correct Personal Protective Equipment (PPE) as shown on the specific safety information sheet is used when undertaking work involving the operation of any pressurised equipment.

- Pneumatic inflatable plugs, if used incorrectly can result in death, bodily injury and/or property damage.

- Know the correct inflation pressure of any pneumatic plug before placing the unit in the pipe and ensure unit specific safety instructions are reviewed before use.

### CRIMPING TOOLS & EQUIPMENT

(Also refer to the information with the crimping tool/equipment)

- Always wear PPE including eye protection when operating crimping tools.

- Avoid accidental starting. Ensure the switch is in the off position before plugging in.

- DO NOT force the crimping tool. Use the correct accessories to complete the task.

- Before each use check for misaligned or binding of moving parts, breakage of parts and any other conditions that may affect the crimping tools operation.

- Use only suitable press jams and press fittings that have been approved by the manufacturer.

- Never hold your fingers or other body parts in the working area of the cylinder or press jaws of the tool.

**This general safe work method statement is intended as a guide only for the safe operation of this equipment. It does not override license requirements nor is it a substitute for a structured operating lesson or review of equipment specific manufacturers operating instructions.**

**If you are unsure about any aspect of the equipment or its capabilities or if you are in doubt as to its proper usage, refer to manufacturer instructions supplied with tool at time of hire.**

# Tool Hire Risk Assessment

***This document must be read in conjunction with the manufacturer's instruction manual***

Type of Product	Crushing	Entanglement	Friction / Burns	High Pressure / Fluid	Shearing	Electrical	Explosion	Slips, Trips & Falls	Noise	Manual Handling	Ergonomics & Environment	Risk Control Measures
Electrofusion Welders						✓	✓					Protect yourself against electric shock. Never operate the charger in an environment presenting the risk of fire or explosion. Do not expose the charger to rain or snow.
Likelihood/Consequence						D   4	E   3					
Risk Score						H	M					
Butt Welder	✓	✓	✓			✓	✓			✓		Protect yourself against electric shock. Do not operate power tools in explosive atmospheres, such as in the presence of flammable liquids, gases or dust. Power tools create sparks which may ignite the dust or fumes. Do not expose the charger to rain or snow. To avoid entanglement avoid wearing loose clothing, ties or jewellery. Have long hair tied back.
Likelihood/Consequence	E   3	E   2	D   2			D   3	E   3			E   3		
Risk Score	M	L	L			M	M			M		
Battery Powered Crimping Tools	✓	✓				✓	✓			✓		Protect yourself against electric shock. Never hold your fingers or other body parts in the working area of the cylinder or the press jaws. Do not operate power tools in explosive atmospheres, such as in the presence of flammable liquids, gases or dust. Power tools create sparks which may ignite the dust or fumes. Do not expose the charger to rain or snow.
Likelihood/Consequence	E   3	E   2				D   3	D   3			E   2		
Risk Score	M	L				M	M			L		
Manual Crimping Tools	✓											Improper handling of the tool may result in personal injury.
Likelihood/Consequence	E   1											
Risk Score	L											
Testing Plugs				✓			✓					Only to be used by trained installers who have read and understood the manufacturers installation instructions and safety manual.
Likelihood/Consequence				D   4			E   3					
Risk Score				H			M					
Roll Groove Machine	✓	✓				✓	✓			✓		Avoid accidental starting. Be sure switch is OFF before plugging in. Plugging in tools that have the switch ON invites accidents. To avoid entanglement, avoid wearing loose clothing, ties or jewellery. Have long hair tied back.
Likelihood/Consequence	E   3	E   2				D   3	D   3			E   2		
Risk Score	M	L				M	M			L		