



Terms & Conditions Of Machine Hire

1. USE OF EQUIPMENT

1.1 The Hirer shall at all times use the equipment in a safe, proper, and responsible manner and in accordance with all applicable laws and regulations.

1.2 The Hirer shall not tamper with, misuse, or wilfully damage the equipment. The Hirer acknowledges that the use of equipment involves inherent risks and accepts all such risks.

1.3 Except for reasonable wear and tear, the Hirer shall return the equipment in a clean, maintained, and serviceable condition at their own expense.

1.4 Where the equipment hired is a motor vehicle, the Hirer must:

- (a) hold a valid and appropriate driver's licence;
- (b) not operate the vehicle under the influence of drugs or alcohol; and
- (c) comply with all manufacturer-recommended and legally mandated load and operating limits.

2. CLEANING

2.1 The Hirer shall ensure the equipment is properly cleaned prior to its return.

2.2 In the event the Hirer fails to do so, the Owner may deduct the cost of cleaning from the Hirer's deposit.

3. DELIVERY CHARGES

3.1 The Hirer shall be responsible for all delivery charges as agreed at the time of hire.

3.2 No delivery charges shall apply where the equipment is returned due to breakdown caused by fair wear and tear and not by the Hirer's negligence, misuse, or other default.

4. DAMAGE TO EQUIPMENT

4.1 The Hirer shall not attempt to repair any damage to the equipment. In the event of damage or breakdown, the Hirer must immediately notify the Owner.

4.2 The Hirer shall be liable for all loss of, or damage to, the equipment during the hire period, except where such loss or damage arises from reasonable wear and tear.

4.3 Upon completion of the hire, the cost of repair or replacement of the equipment (or any part thereof) may be deducted from the Hirer's deposit.

5. DAMAGE TO PROPERTY OR PERSON

5.1 To the maximum extent permitted by law, the Hirer releases, discharges, and indemnifies the Owner from all claims, liabilities, losses, or damages arising out of the use or misuse of the equipment during the hire period.

6. PERIOD OF HIRE

6.1 The hire period shall commence on the commencement date and time specified in the hire contract, or at the time the equipment is delivered to the Hirer, whichever occurs later.

6.2 The hire period shall terminate when the equipment is returned to the Owner, or, if the Hirer has notified the Owner that the equipment is available for collection, upon collection of the equipment by the Owner. The Owner shall arrange collection within five (5) business days of such notice.

6.3 The hire period may be extended subject to:

- (a) the Hirer providing at least twenty-four (24) hours' notice; and
- (b) the Owner's prior approval.

6.4 The Hirer consents to the Owner's collection and use of equipment data during the hire period, including but not limited to hours of operation, mileage, and GPS tracking. Removal or tampering with such devices constitutes an immediate breach of this Agreement and may incur replacement fees.

7. HIRING CHARGES

7.1 Hiring charges shall be as set out in the hire contract.

7.2 If equipment is returned earlier or later than the agreed hire period, charges shall be adjusted accordingly, provided the Hirer gives twenty-four (24) hours' prior notice.

7.3 The Hirer shall be liable for the cost of consumables used during the hire, including but not limited to fuel, abrasives, and trade materials.

7.4 All vehicles must be returned with fuel levels equivalent to those at the commencement of hire, failing which additional refuelling charges shall apply.

8. BREAKDOWN

8.1 In the event of breakdown or failure, the Hirer shall return the equipment to the Owner and shall not attempt any repair without the Owner's prior consent.

8.2 Where breakdown is caused by fair wear and tear, the hire period shall terminate upon return of the equipment.

8.3 The Owner shall not be liable for any loss, damage, or expense suffered by the Hirer as a result of breakdown, however caused.

8.4 Hiring charges will not be adjusted in respect of breakdown unless the Hirer notifies the Owner within one (1) hour of the occurrence.

9. PAYMENTS

9.1 A deposit, in excess of the anticipated hire cost, shall be payable at the commencement of hire. Final charges, including consumables and adjustments, shall be reconciled against this deposit upon completion of hire.

9.2 Where the hire exceeds five (5) days, the Hirer may be invoiced monthly and payment shall be made via credit card provided at commencement.

9.3 In the event of declined payment, the Owner may repossess the equipment and terminate the hire.

10. TERMINATION OF HIRE

10.1 The Owner may terminate the hire and repossess the equipment at any time if:

- (a) the Hirer fails to pay charges within two (2) days of the due date;
- (b) the Hirer does or permits any act prejudicing the Owner's rights in the equipment;

- (c) the Hirer becomes insolvent, bankrupt, or subject to winding-up proceedings; or
- (d) the Hirer commits any breach of this Agreement.

10.2 For the purpose of repossession, the Owner may lawfully enter premises where the equipment is located.

10.3 The Hirer indemnifies the Owner against all claims, damages, and costs arising from repossession.

10.4 This Agreement may not be assigned or transferred without the Owner's prior written consent.

11. DAMAGE WAIVER

11.1 Where elected and signed by the Hirer, the Owner waives its right to claim from the Hirer for loss or damage to equipment in excess of the greater of ten percent (10%) of the current list price or four hundred dollars (\$400), where such loss or damage is caused by fire, flood, storm, earthquake, accident, collision, or theft (subject to prompt police reporting).

11.2 The damage waiver shall not apply in cases of:

- (a) misuse, abuse, or improper servicing;
- (b) misappropriation, theft, or conversion by the Hirer or its representatives;
- (c) breach of this Agreement or applicable laws;
- (d) loss or damage to tools, accessories, or ancillary equipment (including but not limited to hoses, tyres, tubes, drill bits);
- (e) loss or damage occurring on or over water;
- (f) doubtful or unexplained circumstances;
- (g) damage caused by overloading, electrical faults, or unsuitable extension leads; or
- (h) equipment not properly secured behind locked gates or buildings.

11.3 The Hirer remains liable for the cost of recovering equipment, which is excluded from the waiver.

12. 30-DAY CREDIT ACCOUNTS

12.1 **Eligibility:** To establish a 30-day account, the Hirer must hold a valid ABN and demonstrate a hire history. A completed credit application is required and subject to approval.

12.2 **Payment Terms:** All accounts are payable strictly within thirty (30) days from the date of statement. Monthly statements will be issued via email, with invoices provided at the end of each hire where requested.

12.3 **Credit Limits:** A credit limit shall be determined by the Owner, or as otherwise approved in writing. Adjustments may be made upon request and subject to management approval.

12.4 **Overdue Accounts:** Failure to pay within terms may result in suspension of further hires, repossession of equipment, and referral to debt collection agencies. The Hirer shall be liable for all collection costs in addition to outstanding amounts.

12.5 Account Information: The Hirer warrants that all information supplied is true and correct. The Hirer must notify the Owner in writing of any changes to account details or invoice requirements (including job sites, contact persons, or purchase order numbers).

GLOBAL
Cleaning Supplies