

MINI HIRE – TERMS AND CONDITIONS OF HIRE
(DRY HIRE & FLEX HIRE)
Western Australia

Mini Hire
Operated by R. Riach & P.J. Woodham Partnership
ABN: 32924874298

Version: February 2026

1. DEFINITIONS

In these Terms and Conditions:

Agreement means these Terms together with any hire schedule, booking confirmation, invoice, checkout record, receipt or related document issued by Mini Hire.

Mini Hire, We, Us, Our means Mini Hire operated by R. Riach & P.J. Woodham Partnership.

Customer, You, Your means the person or entity hiring the Equipment.

Equipment means all plant, machinery, trailers, attachments, accessories and tools supplied.

Dry Hire means Equipment supplied without an operator.

Full Day Hire means hire for a calendar day including up to eight (8) Operating Hours.

Flex Hire means a time-based hire product where Charges are calculated according to recorded Operating Hours during a defined booking window.

Operating Hours means engine runtime recorded by the Equipment hour meter or telematics system.

Hire Period means the period from collection or delivery until return and acceptance by Mini Hire.

Site means the location where the Equipment is used.

Bond means the refundable security amount payable prior to hire.

Charges means hire fees, excess usage, damage, cleaning, refuelling, transport, recovery, downtime, penalties and all other amounts payable under this Agreement.

2. FORMATION OF AGREEMENT

2.1 A binding agreement is formed when You complete a booking, authorise payment, accept these Terms electronically, or take possession of the Equipment.

2.2 Electronic acceptance constitutes a legally binding agreement under the Electronic Transactions Act 2011 (WA).

2.3 Any terms proposed by You are excluded.

2.4 Automated Verification & Artificial Intelligence

2.4.1 You consent to Mini Hire using automated systems including artificial intelligence for identity verification, licence checks, image analysis and fraud prevention.

2.4.2 Uploaded documents and images may be analysed automatically and manually reviewed.

2.4.3 Mini Hire does not warrant the accuracy of third-party or automated data.

2.4.4 You remain responsible for providing accurate and lawful information.

3. HIRE BASIS

3.1 Equipment is supplied strictly on a Dry Hire basis only.

3.2 Mini Hire does not supervise or control operation, transport or site use.

3.3 Responsibility for the Equipment rests entirely with You during the Hire Period.

3.4 Nothing in this Agreement creates any partnership, agency or employment relationship.

3.5 Hire Types

Mini Hire offers the following hire types:

(a) Full Day Hire

Includes up to eight (8) Operating Hours. Additional Operating Hours may incur Charges.

(b) Flex Hire

Provides access during the defined booking window. Charges are calculated based on recorded Operating Hours. A minimum Flex charge applies regardless of usage.

3.6 Operating Hours Measurement

3.6.1 Operating Hours are determined by the Equipment hour meter or telematics system.

3.6.2 Meter readings are final and binding unless manifest error is proven.

3.6.3 Any tampering with the meter constitutes serious breach of this Agreement.

3.7 Collection and Return

3.7.1 Collection and return times are as specified in the booking confirmation.

3.7.2 Equipment must be returned by the agreed deadline regardless of Operating Hours used.

3.7.3 Returns more than one (1) hour late may incur additional Charges.

3.7.4 For Flex Hire, late return may result in conversion to Full Day Hire rates or additional Charges at Mini Hire's discretion.

3.8 Transport

3.8.1 Transport is optional and subject to availability and approval.

3.8.2 Charges apply per kilometre both ways from Mini Hire's yard to the Site and return.

3.8.3 Mini Hire may decline transport requests for safety, access or operational reasons.

4. CONDITION AND SUITABILITY

4.1 Equipment is accepted in good working order unless notified within twenty-four (24) hours of collection or delivery.

4.2 Mini Hire makes no warranty that Equipment is suitable for Your intended purpose.

4.3 Failure to notify defects within 24 hours constitutes acceptance.

5. CUSTOMER OBLIGATIONS

5.1 You must operate Equipment safely, lawfully and in accordance with all applicable WHS requirements.

5.2 You must ensure operators are competent adults and appropriately trained.

5.3 You must conduct underground service checks before excavation.

5.4 You must secure Equipment when unattended.

5.5 You must not sub-hire, modify, repair or misuse the Equipment.

5.6 Equipment must not be operated under the influence of drugs or alcohol.

5.7 Hire agents or drivers have no authority to vary this Agreement.

6. DAMAGE, LOSS AND THEFT

6.1 You are strictly liable for all loss, theft or damage occurring during the Hire Period.

6.2 Fair wear and tear excludes misuse, overloading, impact damage, unsuitable ground conditions, rollover or water ingress.

7. BOND AND CHARGES

7.1 A Bond is required prior to hire.

7.2 Mini Hire may apply the Bond toward any Charges.

7.3 Any shortfall remains payable.

7.4 Bond refunds are processed within fourteen (14) to thirty (30) days subject to inspection.

7.5 Flex and Excess Usage Charging Authority

7.5.1 You authorise Mini Hire to store and tokenise Your payment method.

7.5.2 You authorise Mini Hire to charge additional amounts for:

- Flex Operating Hours
- Excess Full Day Operating Hours
- Late return
- Cleaning
- Fuel
- Damage
- Recovery costs

7.5.3 Charges may be processed after return, inspection and final meter verification.

7.6 Cleaning and Refuelling

7.6.1 Equipment must be returned clean.

7.6.2 Cleaning fees may apply where excessive cleaning is required.

7.6.3 Equipment must be returned fully refuelled.

7.6.4 Refuelling is charged at \$4.00 per litre.

7.7 Late Returns

Returns more than one (1) hour late may incur additional Charges and may convert Flex Hire to Full Day Hire rates.

8. DAMAGE WAIVER (OPTIONAL)

8.1 The Damage Waiver is not insurance.

8.2 It does not cover theft, rollover, water ingress, misuse, underground strikes, downtime, cleaning, refuelling or late return.

9. BREAKDOWNS

9.1 Operation must cease immediately upon breakdown.

9.2 Misuse-related breakdowns are chargeable.

10. INDEMNITY

You indemnify Mini Hire against all claims, liabilities, losses and expenses arising from use or misuse of the Equipment.

11. LIMITATION OF LIABILITY

11.1 Liability for indirect or consequential loss is excluded to the extent permitted by law.

11.2 Where liability cannot be excluded, it is limited to hire Charges paid.

11.3 Nothing excludes rights under the Australian Consumer Law.

12. TERMINATION AND RECOVERY

12.1 Mini Hire may terminate this Agreement immediately for misuse, false information or failed payment.

12.2 You remain liable until Equipment is recovered and inspected.

12.3 Unreturned Equipment may be treated as abandoned.

13. PAYMENT DEFAULT AND CHARGEBACKS

13.1 Recovery and legal costs may apply to overdue amounts.

13.2 Chargebacks may be treated as payment default.

14. PRIVACY

Personal information is handled in accordance with the Privacy Act 1988 (Cth).

15. GOVERNING LAW

This Agreement is governed by the laws of Western Australia.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties.

16.2 Verbal statements are not binding unless confirmed in writing.

ACCEPTANCE

By completing a booking, authorising payment, accepting these Terms electronically, or taking possession of the Equipment, You agree to be legally bound by this Agreement.