

MINIHIRE – TERMS AND CONDITIONS OF HIRE (DRY HIRE & FLEX HIRE)

Western Australia

MiniHire

Operated by R. Riach & P.J. Woodham Partnership

ABN: 32 924 874 298

Version: July 2026

1. DEFINITIONS

Agreement means these Terms and Conditions together with any booking confirmation, invoice, quotation, booking summary, payment confirmation, Stripe Checkout record, Bond authorisation, Damage Waiver Agreement, pickup code, electronic acceptance, email, SMS, website communication, digital record, or any other document issued by MiniHire relating to the hire.

Business Day means any day excluding Saturdays, Sundays and Western Australian public holidays.

Charges means every amount payable by the Customer under this Agreement including, but not limited to:

- Hire charges;
- Flex Hire charges;
- Damage;
- Cleaning;
- Refuelling;
- Recovery;
- Transport;
- Delivery;
- Collection;
- Late return;
- Downtime;
- Administration costs;
- Repair costs;
- Replacement costs;
- Specialist contractor costs;
- Inspection costs;
- Decontamination;
- Corrosion treatment;
- Servicing;
- Parts;
- Labour;

- Consumables;
- Third-party costs; and
- Any other amount payable under this Agreement.

Customer, You or Your means every person or legal entity entering into this Agreement and includes any authorised operator, employee, contractor, representative or person using the Equipment during the Hire Period.

Damage includes any deterioration, wear beyond normal use, mechanical failure caused by misuse, cosmetic damage, accidental damage, immersion, contamination, corrosion, theft, vandalism, fire, flood, rollover, collision or total loss.

Delivery means the optional Scheduled Delivery and Pickup service provided by MiniHire where selected and accepted by MiniHire.

Equipment means every item supplied by MiniHire including but not limited to:

- Excavators;
- Trailers;
- Buckets;
- Augers;
- Rippers;
- Hydraulic attachments;
- Mechanical attachments;
- Pallet forks;
- Tilting buckets;
- Accessories;
- Safety equipment;
- Keys;
- Documentation; and
- Any other item supplied with the hire.

Flex Hire means the hourly-based hire option offered by MiniHire where charges are calculated using the recorded pickup time until the recorded return time, subject to the applicable minimum charge and daily maximum.

Hire Period means the period beginning when the Equipment is collected, delivered, handed over or a pickup code is issued (whichever occurs first) and ending only when:

- (a) the Equipment has been physically returned;
- (b) inspected by MiniHire; and
- (c) accepted by MiniHire.

Responsibility for the Equipment remains with the Customer until all three requirements have been satisfied.

Machine Operating Hours means engine hours, telematics hours, ECU runtime or any other operating time recorded by the Equipment.

MiniHire, We, Us or Our means MiniHire operated by R. Riach & P.J. Woodham Partnership ABN 32 924 874 298 together with its owners, employees, contractors, agents and authorised representatives.

Prohibited Area means any location where use of the Equipment is prohibited under this Agreement including beaches, dunes, tidal areas, saltwater environments or any location specifically prohibited by MiniHire.

Scheduled Delivery and Pickup means the optional delivery service offered by MiniHire where Equipment is delivered to and collected from an agreed address.

Total Loss means Equipment which MiniHire, its insurer or an appropriately qualified repairer determines is uneconomical or unsafe to repair.

Working Day means the normal operating hours published by MiniHire.

2. AGREEMENT

2.1 This Agreement is legally formed immediately when the Customer:

- (a) completes an online booking;
- (b) accepts these Terms electronically;
- (c) authorises payment;
- (d) authorises a Bond;
- (e) receives a pickup code;
- (f) collects the Equipment;
- (g) accepts delivery of the Equipment; or
- (h) permits another person to collect or operate the Equipment on their behalf,

whichever occurs first.

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

2.3 The Customer acknowledges having had a reasonable opportunity to read these Terms before entering into this Agreement.

2.4 Any conditions proposed by the Customer are excluded unless expressly agreed by MiniHire in writing.

2.5 MiniHire may refuse any booking at its absolute discretion before handover of the Equipment.

2.6 This Agreement survives completion of the Hire Period to the extent necessary for recovery of unpaid Charges, damages, liabilities, indemnities or legal proceedings.

3. HIRE BASIS

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

3.2 MiniHire does not provide an operator unless separately agreed in writing.

3.3 MiniHire does not supervise, direct or control:

- (a) operation;
- (b) transport;
- (c) towing;
- (d) loading;
- (e) unloading;
- (f) storage;
- (g) recovery; or
- (h) site activities.

3.4 Responsibility for the Equipment transfers entirely to the Customer immediately upon collection, handover, delivery or release of the pickup code and remains with the Customer until the Equipment has been returned, inspected and accepted by MiniHire.

3.5 During the Hire Period the Customer accepts all risks associated with:

- Transport;
- Towing;
- Operation;
- Storage;
- Site conditions;
- Ground conditions;
- Weather;

- Theft;
- Vandalism;
- Fire;
- Flood;
- Corrosion;
- Recovery;
- Loading;
- Unloading;
- Security; and
- Any other event affecting the Equipment.

3.6 MiniHire makes no representation that the Equipment is suitable for any particular purpose beyond its intended design and normal operating capabilities.

4. HIRE TYPES

4.1 Full Day Hire

- (a) Full Day Hire provides access to the Equipment for the booked calendar day.
- (b) Additional time, excessive use, misuse or late return may incur additional Charges.
- (c) MiniHire may determine reasonable additional Charges where the Equipment is retained beyond the agreed period.

4.2 Flex Hire

- (a) Flex Hire is charged from the recorded key handover time until the recorded key return time.
- (b) Pickup and return times recorded by MiniHire, its agents or its electronic systems are conclusive unless a manifest error is demonstrated.
- (c) A minimum Flex Hire charge always applies.
- (d) A daily maximum charge applies in accordance with MiniHire's published pricing.
- (e) Engine hours are used for maintenance scheduling, servicing, abuse investigation, misuse investigation and dispute resolution only and are not used to calculate Flex Hire charges.
- (f) MiniHire reserves the right to inspect operating hours where excessive wear or misuse is suspected.

5. COLLECTION, DELIVERY AND RETURN

5.1 The Equipment must only be collected, accepted, delivered and returned during the agreed booking period unless otherwise approved by MiniHire.

5.2 The Customer must inspect the Equipment upon collection or delivery and immediately notify MiniHire of any damage, missing items or concerns before use. Continued use of the Equipment constitutes acceptance that it has been supplied in satisfactory condition.

5.3 The Customer must return all Equipment:

- (a) on or before the agreed return time;
- (b) with all supplied attachments and accessories;
- (c) in a clean condition;
- (d) fully refuelled unless otherwise agreed;
- (e) free from excessive mud, concrete, paint, chemicals, salt, slurry or other contamination;
- (f) undamaged; and
- (g) in substantially the same condition as supplied, allowing only for fair wear and tear.

5.4 Returns more than one (1) hour after the agreed return time may incur additional Charges including additional hire, administration costs and any loss arising from delayed availability.

5.5 No refund is payable once the Equipment has been collected, delivered, handed over or a pickup code has been issued, regardless of:

- (a) weather;
- (b) change of plans;
- (c) early return;
- (d) reduced use; or
- (e) inability to complete the Customer's project.

5.6 The Hire Period does not end until MiniHire has inspected and accepted the Equipment.

6. SCHEDULED DELIVERY AND PICKUP

6.1 Scheduled Delivery and Pickup is optional and only applies where selected, confirmed and accepted by MiniHire.

6.2 MiniHire may refuse Delivery services where:

- (a) the location is outside the service area;
- (b) access is unsafe;
- (c) access is unsuitable for delivery vehicles;
- (d) weather conditions make delivery unsafe; or
- (e) any other circumstance exists which, in MiniHire's opinion, makes delivery impractical.

6.3 Customers using Scheduled Delivery and Pickup must:

- (a) be present at delivery;
- (b) be present at collection;
- (c) personally accept key handover unless otherwise approved;
- (d) provide safe vehicle access;
- (e) provide adequate turning space where required;
- (f) provide secure storage for the Equipment during the Hire Period; and
- (g) ensure unrestricted access for collection.

6.4 MiniHire does not provide unattended delivery, unattended collection or lockbox services unless agreed in writing.

6.5 Trailer removal following delivery remains at MiniHire's discretion.

6.6 Delivery times are estimates only and may vary due to traffic, weather, previous bookings, breakdowns or circumstances beyond MiniHire's reasonable control.

7. CUSTOMER RESPONSIBILITIES

7.1 The Customer must operate the Equipment safely, lawfully, competently and strictly in accordance with the manufacturer's intended purpose.

7.2 The Customer must ensure every operator:

- (a) is at least eighteen (18) years of age;
- (b) is physically and mentally capable of operating the Equipment safely;
- (c) has sufficient experience and competence;
- (d) complies with all applicable laws and regulations.

7.3 The Customer must at all times:

- (a) secure the Equipment when unattended;
- (b) protect the Equipment from theft and vandalism;
- (c) monitor warning lights and gauges;
- (d) cease operation immediately if a fault develops;
- (e) perform reasonable daily checks of engine oil, coolant and visible damage where applicable;
- (f) immediately report any damage, malfunction or incident to MiniHire.

7.4 The Customer must not:

- (a) misuse the Equipment;
- (b) overload the Equipment;
- (c) intentionally abuse the Equipment;
- (d) modify or alter the Equipment;
- (e) remove safety devices;
- (f) permit unauthorised persons to operate the Equipment;
- (g) use the Equipment for unlawful purposes;
- (h) continue operating the Equipment after warning lights, overheating, abnormal noises, hydraulic failure or other mechanical faults become apparent.

7.5 The Customer is solely responsible for:

- (a) site suitability;
- (b) underground services;

- (c) overhead hazards;
- (d) access conditions;
- (e) soil conditions;
- (f) weather conditions;
- (g) environmental compliance;
- (h) safe operation throughout the Hire Period.

8. PROHIBITED USE

8.1 The Equipment must not be operated, transported, parked or used:

- (a) on any beach;
- (b) on sand dunes;
- (c) within the intertidal zone;
- (d) in tidal flats;
- (e) in saltwater;
- (f) in seawater;
- (g) in estuaries;
- (h) at river mouths;
- (i) in surf;
- (j) where tidal water may reach the Equipment;
- (k) in any location likely to expose the Equipment to saltwater, salt spray or corrosive marine conditions,

unless MiniHire has given prior written approval.

8.2 The Equipment must not be:

- (a) submerged;
- (b) immersed;

- (c) used for recovery operations;
- (d) used for demolition beyond its intended capability;
- (e) used for lifting persons;
- (f) raced, competed or used in stunt activities;
- (g) hired, loaned or sublet to another person;
- (h) removed from Western Australia without written approval.

8.3 Any breach of this clause constitutes a material breach of this Agreement.

8.4 Upon breach, MiniHire may immediately:

- (a) terminate the hire;
- (b) recover the Equipment without notice;
- (c) refuse any refund;
- (d) charge all recovery costs;
- (e) charge all cleaning and decontamination costs;
- (f) charge the full cost of inspections;
- (g) replace all oils, lubricants and fluids including engine oil, hydraulic oil, gearbox oil, final drive oil, coolant and fuel where considered necessary by MiniHire;
- (h) replace all filters including engine oil filters, hydraulic filters, fuel filters, air filters and cabin filters where considered necessary by MiniHire;
- (i) carry out corrosion prevention and remedial work;
- (j) repair or replace damaged components;
- (k) recover all downtime and loss of hire;
- (l) recover any reduction in the Equipment's value resulting from the breach.

8.5 MiniHire alone will determine the inspections, servicing, repairs or component replacements reasonably required following any prohibited use, contamination, immersion or exposure to saltwater.

8.6 The Customer remains liable for all associated costs regardless of whether external damage is immediately visible.

9. DAMAGE, LOSS AND LIABILITY

9.1 The Customer is responsible for all loss, theft, damage or deterioration occurring during the Hire Period, regardless of fault, except where liability cannot legally be excluded.

9.2 Responsibility includes, but is not limited to, loss or damage occurring during:

- (a) transport;
- (b) towing;
- (c) loading;
- (d) unloading;
- (e) operation;
- (f) storage;
- (g) recovery;
- (h) attempted recovery;
- (i) misuse;
- (j) negligence;
- (k) vandalism;
- (l) theft;
- (m) fire;
- (n) flood;
- (o) storm;
- (p) rollover;
- (q) collision;
- (r) immersion;

- (s) contamination;
- (t) corrosion;
- (u) abandonment; and
- (v) any other event occurring before MiniHire accepts return of the Equipment.

9.3 Where the Equipment is damaged, MiniHire may determine, acting reasonably, whether the Equipment will be:

- (a) repaired;
- (b) rebuilt;
- (c) replaced; or
- (d) declared a Total Loss.

9.4 The Customer must not arrange repairs, dismantle, modify or authorise work to be carried out on the Equipment without MiniHire's prior written approval.

9.5 MiniHire may select the repairer, supplier, service agent or manufacturer of its choosing.

9.6 The Customer remains liable for any reduction in value resulting from damage, contamination or misuse.

10. INCIDENT REPORTING

10.1 The Customer must immediately notify MiniHire if any of the following occurs:

- (a) accident;
- (b) collision;
- (c) rollover;
- (d) bogging;
- (e) immersion;
- (f) water ingress;
- (g) theft;
- (h) attempted theft;

- (i) vandalism;
- (j) fire;
- (k) flood;
- (l) mechanical fault;
- (m) hydraulic failure;
- (n) warning lights;
- (o) injury involving the Equipment;
- (p) police attendance; or
- (q) any circumstance likely to result in damage or delay.

10.2 The Customer must cease operating the Equipment immediately where continued operation may reasonably cause further damage.

10.3 Failure to immediately notify MiniHire may constitute a material breach of this Agreement.

10.4 The Customer remains liable for any additional loss, deterioration or recovery costs arising from delayed notification.

11. RECOVERY

11.1 Where recovery of the Equipment becomes necessary for any reason during the Hire Period, all associated costs are payable by the Customer unless caused solely by MiniHire's negligence.

11.2 Recovery costs include, but are not limited to:

- (a) tilt tray services;
- (b) cranes;
- (c) excavators;
- (d) tractors;
- (e) barges;

- (f) marine contractors;
- (g) recovery vehicles;
- (h) towing;
- (i) transport;
- (j) traffic management;
- (k) specialist contractors;
- (l) environmental protection;
- (m) labour;
- (n) accommodation;
- (o) travel expenses; and
- (p) any other reasonable recovery expense.

11.3 MiniHire may recover the Equipment immediately where:

- (a) the Agreement has been breached;
- (b) the Equipment is abandoned;
- (c) continued use is unsafe;
- (d) the Equipment is at risk of further damage;
- (e) the Equipment is at risk of theft or vandalism; or
- (f) recovery is otherwise reasonably necessary.

11.4 Recovery by MiniHire does not waive any rights under this Agreement.

12. DAMAGE WAIVER (OPTIONAL)

12.1 The optional Damage Waiver is not insurance.

12.2 The Damage Waiver operates only in accordance with the separate Damage Waiver Agreement.

12.3 The Damage Waiver does not apply where excluded under its terms, including (where applicable):

- (a) misuse;
- (b) prohibited use;
- (c) beach or saltwater exposure;
- (d) immersion;
- (e) reckless operation;
- (f) unlawful use;
- (g) deliberate damage;
- (h) unauthorised operators; or
- (i) any exclusion contained within the Damage Waiver Agreement.

13. BOND

13.1 A Bond must be successfully authorised before the Equipment is released.

13.2 MiniHire may apply all or part of the Bond toward any amount payable under this Agreement.

13.3 Application of the Bond does not limit the Customer's liability.

13.4 Where Charges exceed the Bond, the Customer remains liable for the outstanding balance.

13.5 MiniHire may delay release of the Bond while:

- (a) inspecting the Equipment;
 - (b) assessing damage;
 - (c) awaiting repair quotations;
 - (d) calculating Charges; or
 - (e) investigating incidents.
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14. PAYMENT AUTHORITY

14.1 The Customer irrevocably authorises MiniHire to charge the nominated payment method for any amount payable under this Agreement.

14.2 Charges may include, without limitation:

- (a) hire charges;
- (b) Flex Hire charges;
- (c) late return;
- (d) damage;
- (e) cleaning;
- (f) refuelling;
- (g) transport;
- (h) delivery;
- (i) recovery;
- (j) towing;
- (k) specialist contractors;
- (l) inspection costs;
- (m) servicing;
- (n) replacement oils;
- (o) replacement filters;
- (p) replacement parts;
- (q) labour;
- (r) corrosion treatment;
- (s) decontamination;
- (t) administration costs;

- (u) downtime;
- (v) loss of hire;
- (w) legal recovery costs where permitted by law; and
- (x) any other amount payable under this Agreement.

14.3 If the nominated payment method is declined, the Customer must immediately pay all outstanding amounts upon demand.

14.4 Interest may be charged on overdue amounts at the maximum rate permitted by law.

15. BREAKDOWNS

15.1 The Customer must immediately stop operating the Equipment if:

- (a) warning lights appear;
- (b) overheating occurs;
- (c) abnormal noises develop;
- (d) hydraulic failure occurs;
- (e) steering, braking or tracking becomes unsafe; or
- (f) continued operation may reasonably cause further damage.

15.2 The Customer must immediately contact MiniHire for instructions.

15.3 The Customer must not continue operating damaged Equipment without MiniHire's approval.

15.4 Breakdowns resulting from misuse, negligence, prohibited use or failure to stop operating the Equipment may result in all repair, recovery and downtime costs being charged to the Customer.

16. AUTOMATED SYSTEMS, RECORDS AND EVIDENCE

16.1 MiniHire may use automated systems in connection with bookings and hire management including, but not limited to:

- (a) identity verification;

- (b) driver's licence verification;
- (c) payment verification;
- (d) fraud prevention systems;
- (e) artificial intelligence (AI);
- (f) telematics;
- (g) GPS location services;
- (h) security monitoring;
- (i) booking management systems;
- (j) digital inspection records; and
- (k) automated communications.

16.2 The Customer acknowledges that MiniHire may rely upon electronic records including:

- (a) booking records;
- (b) payment records;
- (c) timestamps;
- (d) telematics;
- (e) GPS records;
- (f) photographs;
- (g) video recordings;
- (h) CCTV;
- (i) uploaded documents;
- (j) text messages;
- (k) emails;
- (l) access logs;
- (m) pickup code records;

(n) inspection reports; and

(o) AI-assisted verification records,

as evidence of matters relating to this Agreement unless a manifest error is established.

16.3 The Customer consents to the collection, storage and use of these records for the purposes of administering this Agreement, protecting MiniHire's property, preventing fraud and resolving disputes.

17. PRIVACY

17.1 MiniHire collects personal information only for purposes connected with:

(a) bookings;

(b) identity verification;

(c) payment processing;

(d) fraud prevention;

(e) legal compliance;

(f) customer support;

(g) debt recovery;

(h) insurance matters; and

(i) operation of the MiniHire business.

17.2 MiniHire may disclose information where required by law or where reasonably necessary to:

(a) insurers;

(b) debt collection agencies;

(c) legal advisers;

(d) law enforcement agencies;

(e) government authorities;

- (f) payment providers;
- (g) verification providers; or
- (h) contractors acting on behalf of MiniHire.

18. INDEMNITY

18.1 To the maximum extent permitted by law, the Customer indemnifies and keeps indemnified MiniHire against all claims, liabilities, losses, damages, costs and expenses arising from or connected with:

- (a) use of the Equipment;
- (b) transport;
- (c) towing;
- (d) loading or unloading;
- (e) recovery operations;
- (f) breach of this Agreement;
- (g) negligence or unlawful acts of the Customer;
- (h) injury to any person;
- (i) death;
- (j) property damage;
- (k) environmental damage;
- (l) contamination; or
- (m) any act or omission occurring during the Hire Period.

18.2 This indemnity survives termination of this Agreement.

19. LIMITATION OF LIABILITY

19.1 To the extent permitted by law, MiniHire excludes all liability for indirect, consequential, incidental, special or economic loss.

19.2 MiniHire does not warrant that the Equipment will be suitable for every project or uninterrupted during the Hire Period.

19.3 Nothing in this Agreement excludes, restricts or modifies any right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

20. DEFAULT AND TERMINATION

20.1 MiniHire may immediately terminate this Agreement where the Customer:

- (a) fails to pay any amount when due;
- (b) provides false or misleading information;
- (c) operates the Equipment unsafely;
- (d) breaches these Terms;
- (e) uses the Equipment in a prohibited manner;
- (f) refuses to return the Equipment;
- (g) abandons the Equipment;
- (h) permits unauthorised use of the Equipment; or
- (i) acts in a manner likely to place the Equipment or any person at unreasonable risk.

20.2 Upon termination MiniHire may immediately recover the Equipment without prior notice where legally entitled to do so.

20.3 Termination does not affect MiniHire's right to recover:

- (a) unpaid hire;
- (b) damages;
- (c) recovery costs;
- (d) downtime;
- (e) legal costs where recoverable; or
- (f) any other amount payable under this Agreement.

21. GENERAL PROVISIONS

21.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

21.2 A failure by MiniHire to enforce any provision does not constitute a waiver of that provision or any other right.

21.3 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, representations and understandings relating to the hire.

21.4 No variation to this Agreement is effective unless made in writing by MiniHire.

21.5 Headings are for convenience only and do not affect interpretation.

21.6 Words importing the singular include the plural and vice versa.

21.7 References to legislation include any amendment or replacement of that legislation.

22. GOVERNING LAW

22.1 This Agreement is governed by the laws of Western Australia.

22.2 The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

23. ACCEPTANCE

By completing a booking, authorising payment, accepting these Terms electronically, authorising a Bond, receiving a pickup code, collecting the Equipment, accepting delivery of the Equipment or permitting another person to collect or operate the Equipment on the Customer's behalf, the Customer acknowledges that they:

- (a) have read and understood this Agreement;
- (b) have had a reasonable opportunity to seek independent legal advice before entering into this Agreement;
- (c) agree to be legally bound by these Terms and Conditions;
- (d) accept responsibility for the Equipment throughout the Hire Period in accordance with this Agreement; and

(e) authorise MiniHire to recover all amounts payable under this Agreement using the payment methods authorised by the Customer.

END OF TERMS AND CONDITIONS

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