

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: June 2026

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## 1. DEFINITIONS

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Agreement means these Terms together with any booking confirmation, invoice, checkout record, delivery confirmation, pickup code record, Damage Waiver Agreement, email communication, or related document issued by Mini Hire.

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

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

Equipment means all plant, machinery, trailers, attachments, accessories and related items supplied by Mini Hire.

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

Machine Operating Hours means engine runtime recorded by the Equipment hour meter or related systems.

Charges means all amounts payable under this Agreement including hire fees, Flex Hire charges, damage, cleaning, refuelling, excess usage, transport, delivery, recovery, downtime, late return charges and any other applicable amounts.

Scheduled Delivery + Pickup means the optional delivery service offered by Mini Hire where Equipment is delivered to and collected from a nominated address.

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## 2. AGREEMENT

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2.1 This Agreement is formed when You:

- (a) complete a booking;
- (b) authorise payment;
- (c) accept these Terms electronically;
- (d) receive a pickup code;
- (e) take possession of the Equipment; or

(f) permit delivery 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 unless expressly agreed by Mini Hire in writing.

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### 3. HIRE BASIS

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

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

3.3 Responsibility for the Equipment transfers to You upon collection, handover or delivery and remains until the Equipment is returned and accepted by Mini Hire.

3.4 Responsibility includes all risks associated with:

- (a) transport;
  - (b) towing;
  - (c) operation;
  - (d) storage;
  - (e) security;
  - (f) weather exposure; and
  - (g) site conditions
- during the Hire Period.

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### 4. HIRE TYPES

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#### 4.1 Full Day Hire

- (a) Full Day Hire includes access to the Equipment for the booked calendar day.
- (b) Excessive usage, misuse, late return or additional agreed time may incur additional Charges.

#### 4.2 Flex Hire

- (a) Flex Hire provides access to the Equipment during a defined booking window.
  - (b) Flex Hire charges are calculated from the recorded key handover time until the recorded key return time, as recorded by Mini Hire, BP Port Kennedy, or Mini Hire booking systems.
  - (c) A minimum Flex Hire charge applies.
  - (d) Late key return may incur additional Charges.
  - (e) Machine Operating Hours, engine runtime, telematics or hour meter readings may be used for maintenance, inspection, misuse review or dispute investigation, but are not the basis for Flex Hire time charging.
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## 5. COLLECTION, DELIVERY AND RETURN

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5.1 Equipment must be collected, accepted, delivered and returned within the booked times.

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

5.3 Equipment must be returned:

- (a) clean;
- (b) fully refuelled unless otherwise stated;
- (c) undamaged; and
- (d) in substantially the same condition supplied.

5.4 No refund applies once keys have been handed over or delivery completed, regardless of actual use or early return.

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## 6. SCHEDULED DELIVERY + PICKUP

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6.1 Scheduled Delivery + Pickup is optional and only applies where selected, approved and confirmed by Mini Hire.

6.2 Scheduled Delivery + Pickup:

- (a) is not guaranteed for all locations;
- (b) may be declined at Mini Hire's discretion;
- (c) is generally available only for advance bookings;
- (d) is not guaranteed for same-day bookings; and
- (e) may be cancelled and refunded where the location falls outside Mini Hire's service area.

6.3 Customers using Scheduled Delivery + Pickup must:

- (a) be present for delivery;
- (b) be present for pickup;
- (c) accept direct key handover;
- (d) provide safe and suitable site access;
- (e) provide secure Equipment storage; and
- (f) ensure the Equipment is accessible for collection.

6.4 Mini Hire does not provide unattended delivery, lockboxes, or unattended key release unless expressly agreed in writing.

6.5 Trailer removal after delivery may occur at Mini Hire's discretion.

6.6 Standard fuel use may be included where specified by Mini Hire.

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## 7. CUSTOMER RESPONSIBILITIES

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7.1 You must operate Equipment safely, lawfully and competently.

7.2 You must ensure operators are competent adults suitably trained to operate the Equipment.

7.3 You must secure Equipment when unattended.

7.4 You must not:

- (a) misuse;
- (b) overload;
- (c) abuse;
- (d) modify; or
- (e) operate the Equipment unsafely.

7.5 You are responsible for site suitability, access conditions and safe operation.

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## 8. TOWING REQUIREMENT

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8.1 Unless Scheduled Delivery + Pickup has been selected and approved, the minimum towing capacity required is 2.5 tonnes (braked).

8.2 Any towing vehicle used must be legally compliant and suitable for towing the Equipment.

8.3 You warrant that any vehicle used satisfies all legal towing requirements.

8.4 Mini Hire may rely on Your declaration and is not required to independently verify towing suitability.

8.5 Any verbal confirmation at collection or handover remains Your declaration only and does not transfer responsibility to Mini Hire or its agents.

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## 9. DAMAGE, LOSS AND LIABILITY

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9.1 You are responsible for all loss, theft or damage occurring during the Hire Period.

9.2 Responsibility includes damage occurring during:

- (a) towing;
- (b) transport;
- (c) operation;
- (d) loading/unloading;
- (e) storage;
- (f) recovery; or

(g) misuse.

9.3 You remain liable regardless of fault except where liability cannot legally be excluded.

9.4 You are responsible for theft, vandalism, malicious damage and weather exposure during the Hire Period.

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## 10. DAMAGE WAIVER (OPTIONAL)

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10.1 The optional Damage Waiver is not insurance.

10.2 The Damage Waiver is governed by the Mini Hire Damage Waiver Agreement.

10.3 Where purchased, the Damage Waiver may reduce liability subject to its terms, conditions, exclusions and excess amounts.

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## 11. BOND

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11.1 A Bond is required before hire commences.

11.2 Mini Hire may apply the Bond toward any Charges payable under this Agreement.

11.3 Any remaining balance remains payable by You.

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## 12. PAYMENT AUTHORITY

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12.1 You authorise Mini Hire to charge Your nominated payment method for any Charges payable under this Agreement.

12.2 Charges may include:

- (a) damage;
- (b) cleaning;
- (c) refuelling;
- (d) late return;
- (e) Flex Hire time charges;
- (f) excess usage;
- (g) transport;
- (h) delivery;
- (i) recovery;
- (j) towing-related costs;
- (k) downtime; and
- (l) any other applicable costs.

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## 13. BREAKDOWNS

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13.1 Operation must cease immediately if Equipment fails or becomes unsafe.

13.2 Misuse-related breakdowns or recovery may incur Charges.

13.3 Mini Hire does not guarantee uninterrupted operation or availability.

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## 14. AUTOMATED SYSTEMS

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14.1 Mini Hire may use automated systems, AI systems, telematics, verification tools, fraud prevention systems and identity services in connection with bookings and hire management.

14.2 Mini Hire may rely on automated records, timestamps, GPS data, telematics, payment records, access logs and related systems as evidence unless manifest error is proven.

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## 15. INDEMNITY

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15.1 You indemnify Mini Hire against all claims, liabilities, losses, damages and expenses arising from:

- (a) use or misuse of the Equipment;
- (b) transport or towing;
- (c) breach of this Agreement; or
- (d) injury, loss or damage connected with the Hire Period.

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## 16. LIMITATION OF LIABILITY

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16.1 To the extent permitted by law, Mini Hire is not liable for indirect, consequential or economic loss.

16.2 Nothing in this Agreement excludes rights that cannot legally be excluded under Australian Consumer Law.

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## 17. TERMINATION

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17.1 Mini Hire may terminate this Agreement immediately for:

- (a) non-payment;

- (b) unsafe use;
- (c) misuse;
- (d) false information;
- (e) breach of these Terms; or
- (f) refusal to comply with return instructions.

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## 18. GOVERNING LAW

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

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## ACCEPTANCE

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By completing a booking, authorising payment, accepting these Terms electronically, receiving a pickup code, taking possession of the Equipment, or accepting delivery of the Equipment, You acknowledge that You have read, understood and agreed to be legally bound by this Agreement.