

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: March 2026

## 1. DEFINITIONS

Agreement means these Terms together with any booking confirmation, invoice, checkout record or related document issued by Mini Hire, including the Mini Hire Damage Waiver Agreement where applicable.

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 and accessories supplied.

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

Operating Hours means engine runtime recorded by the Equipment meter.

Charges means all amounts payable including hire fees, excess usage, Flex charges, damage, cleaning, refuelling, transport, recovery, downtime and penalties.

## 2. AGREEMENT

2.1 This 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.

## 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 transfers to the Customer upon collection or possession and remains until the Equipment is returned and accepted by Mini Hire.

3.4 Responsibility includes all risks associated with transport, use, storage and security during the Hire Period.

#### 4. COLLECTION AND RETURN

4.1 Equipment must be collected and returned within the booked times.

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

4.3 Equipment must be returned clean, fully fuelled and undamaged.

#### 5. CUSTOMER RESPONSIBILITIES

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

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

5.3 You must secure Equipment when unattended.

5.4 You must not misuse, overload or modify the Equipment.

#### 5.5 TOWING REQUIREMENT

(a) The minimum towing capacity required is 2.5 tonnes (braked).

(b) The towing vehicle must be legally compliant and suitable for towing the Equipment.

(c) You warrant that any vehicle used meets these requirements.

(d) Mini Hire is entitled to rely on Your declaration and is not required to verify towing capacity or suitability.

(e) Any verbal confirmation provided at collection is a declaration by You only and does not transfer responsibility to Mini Hire or its agents.

#### 6. DAMAGE, LOSS AND LIABILITY

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

6.2 This includes damage during transport, operation, misuse, storage or handling.

6.3 This includes full liability for theft or loss regardless of fault, except where required otherwise by law.

#### 7. DAMAGE WAIVER (OPTIONAL)

7.1 The Damage Waiver is not insurance.

7.2 The Damage Waiver is governed by the Mini Hire Damage Waiver Agreement, which forms part of this Agreement.

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

## 8. BOND

8.1 A Bond is required prior to hire.

8.2 Mini Hire may apply the Bond toward any Charges.

8.3 Any remaining balance is payable by You.

## 9. PAYMENT AUTHORITY

You authorise Mini Hire to charge Your payment method for any additional Charges including damage, excess usage, cleaning, fuel, recovery or other amounts payable under this Agreement.

## 10. BREAKDOWNS

10.1 Operation must cease immediately if Equipment fails.

10.2 Misuse-related breakdowns are chargeable.

## 11. INDEMNITY

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

## 12. LIMITATION OF LIABILITY

Mini Hire is not liable for indirect or consequential loss to the extent permitted by law.

## 13. TERMINATION

Mini Hire may terminate this Agreement immediately for misuse, false information or non-payment.

## 14. GOVERNING LAW

This Agreement is governed by the laws of Western Australia.

## 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.