

WA DIGGER HIRE PTY LTD – DRY HIRE TERMS & CONDITIONS

FINAL MASTER v1.0

1. DEFINITIONS & APPLICATION

1.1 These Terms & Conditions apply to all plant, machinery, equipment, trailers, attachments, accessories, loan items, and ancillary items (“Equipment”) supplied by **WA Digger Hire Pty Ltd** (“Owner”, “WAD”, “we”, “us”) to the customer (“Hirer”).

1.2 By booking, collecting, accepting delivery of, operating, or otherwise using the Equipment, the Hirer agrees to be bound by these Terms.

2. ACCEPTANCE, INSPECTION & RECORDS

2.1 The Hirer acknowledges that the Equipment has been inspected, or the opportunity to inspect has been provided, and is accepted as clean, serviceable, safe, and fit for purpose.

2.2 Acceptance of delivery or collection constitutes conclusive acceptance of condition unless defects are reported prior to use.

2.3 Photographs, videos, condition reports, pre-start records, QR submissions, telematics/GPS data, timestamps, and repairer reports form part of this Agreement and may be relied upon as evidence.

3. AUTHORISED REPRESENTATIVES & SIGNING AUTHORITY

3.1 Any person who collects, accepts delivery, signs documentation, completes checklists, transports, or operates the Equipment is deemed an authorised representative of the Hirer.

3.2 Such person has full authority to bind the Hirer.

3.3 The Hirer remains fully responsible for all acts, omissions, damage, misuse, breaches, and charges arising from any authorised representative.

4. HIRE BASIS, PERIOD & OFF-HIRE

4.1 Hire is **time-based**, not usage-based.

4.2 Hire commences at the earlier of delivery, collection, or the agreed start time.

4.3 A hire day runs from **7:00am to 6:30am the following day**.

4.4 Hire continues until the Equipment is returned, recovered, and accepted by WAD.

4.5 Early return does **not** entitle the Hirer to any refund or re-rating.

4.6 Off-hire is not permitted on short-term hires unless expressly agreed in writing.

5. USE OF EQUIPMENT

- 5.1 Equipment must be used lawfully, safely, and only for its intended purpose.
 - 5.2 Only competent, trained, and appropriately licensed persons may operate or tow the Equipment.
 - 5.3 Overloading, unsafe use, misuse, or unlawful use constitutes **serious misuse**.
 - 5.4 Sub-hire or sharing of Equipment is prohibited without written consent.
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6. PRE-STARTS, MAINTENANCE & GREASING

- 6.1 Pre-start inspections must be completed before first use and **daily thereafter**.
 - 6.2 Where provided, pre-starts must be completed via WAD's nominated digital or QR system.
 - 6.3 Failure to complete pre-starts constitutes serious misuse.
 - 6.4 The Hirer is responsible for daily greasing, lubrication, fluid checks, and routine maintenance.
 - 6.5 Lack of greasing or maintenance is **not fair wear and tear**.
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7. HIRER COMPETENCE, HYDRAULICS & BLEEDING

- 7.1 The Hirer warrants sufficient knowledge and experience to operate the Equipment safely.
 - 7.2 This includes understanding hydraulic systems, pressure retention, de-pressurisation, bleeding, hose and coupling removal.
 - 7.3 Hydraulic systems may remain pressurised even when shut down.
 - 7.4 The Hirer is responsible for fully de-pressurising hydraulic pressure before connecting or disconnecting attachments.
 - 7.5 Any damage, injury, call-out, downtime, or loss arising from failure to bleed hydraulics is hirer-caused and chargeable.
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8. HYDRAULIC CONTAMINATION, DUST INGRESS & COMPONENT DAMAGE

- 8.1 Hydraulic systems, hoses, and couplings are high-risk components.
 - 8.2 Damage caused by dust, sand, dirt, moisture, vibration, or contamination is **not fair wear and tear**.
 - 8.3 All hose failures, coupling damage, leaks, bursts, flushing, oil replacement, and downtime are chargeable unless proven manufacturing defect.
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9. ROCK BREAKERS – GREASING

9.1 Rock breakers must be greased **every two (2) operating hours**.

9.2 Failure to grease constitutes serious misuse.

9.3 Damage from lack of greasing is fully chargeable.

10. HARSH CONDITIONS & CLEANING

10.1 Equipment used in dust, mud, clay, demolition, quarry, or contaminated environments must be **deep-cleaned daily**.

10.2 Equipment returned dirty is **not considered returned**, and hire continues.

11. DELIVERY, COLLECTION, ACCESS & STANDBY

11.1 The Hirer must ensure clear, safe access at the agreed time.

11.2 A **15-minute grace period** applies.

11.3 Standby beyond 15 minutes is charged at **\$180 per hour or part thereof**.

11.4 Aborted delivery or collection attempts are chargeable and hire continues.

11A. RETURNS OUTSIDE BUSINESS HOURS, WEEKENDS & PUBLIC HOLIDAYS

11A.1 WAD operates limited hours on weekends and public holidays.

11A.2 Attempted return outside business hours does **not** end hire.

11A.3 Equipment is deemed returned at the start of the **next business day**, subject to inspection and acceptance.

11A.4 Leaving Equipment unattended, dirty, damaged, or inaccessible does not stop hire.

12. ROAD DAMAGE, FINES & CONTAMINATION

12.1 All road contamination, unsecured load breaches, fines, clean-up costs, and transport-related penalties are the Hirer's responsibility.

13. FUEL

13.1 Equipment must be returned **full to the brim**.

13.2 Fuel shortfall is charged at **\$3.50 per litre plus a \$100 minimum administration charge**.

14. LATE RETURN

14.1 Late returns may be charged as a **full hire day**.

14.2 Where another booking is impacted, additional charges apply.

15. DAMAGE, FAILURE & CONTINUING HIRE

15.1 Hire continues during repairs, insurance assessment, recovery, or parts delays.

16. TRACKS & UNDERCARRIAGE

16.1 De-tracking, torn tracks, or continued operation after de-tracking is **not fair wear and tear**.

16.2 All recovery, repair, and downtime costs are payable.

17. TRAILERS

17.1 Trailers are dry hire only.

17.2 Flat tyres, blowouts, hubs, brakes, chains, plugs, and clearance damage are the Hirer's responsibility.

17.3 No tools, spares, or roadside assistance are provided.

18. CALL-OUTS

18.1 All call-outs caused by misuse, hydraulics, tracks, trailers, contamination, or operator error are chargeable.

18.2 No call-outs are included outside the Perth metropolitan area.

19. UNSEALED ROADS, REMOTE & NON-METRO USE

19.1 Use on unsealed, gravel, sand, corrugated, mine, or non-metro roads is at the Hirer's risk.

19.2 Damage from such use is **not fair wear and tear**.

19.3 Recovery from such locations is the Hirer's responsibility.

20. RECOVERY – ABSOLUTE HIRER RESPONSIBILITY (OVERRIDING)

20.1 **All recovery is the sole responsibility of the Hirer**, regardless of cause, location, or fault.

20.2 Includes bogging, roll-overs, breakdowns, restricted access, terrain failure.

20.3 WAD has no obligation to assist.

20.4 All recovery, craning, winching, labour, standby, repairs, environmental response, and **loss of hire** are chargeable.

20.5 Hire continues until fully recovered and returned.

21. PAYMENTS, FAILED TRANSACTIONS & INTEREST

21.1 All charges are payable in advance unless agreed otherwise.

21.2 Failed or reversed payments remain payable.

21.3 A **minimum \$100 administration and recovery fee** applies to each reversed, dishonoured, or charge-back payment, plus bank fees.

21.4 FAILED EXTENSION PAYMENTS

Payment for extensions is due immediately. Failed extension payments attract a **\$100 fee per attempt**, remain payable, and allow WAD to demand return or recover Equipment.

21.5 Interest accrues at **2.0% per month, calculated daily**.

22. SECURITY DEPOSIT / BOND

22.1 WAD may require a security bond at its discretion.

22.2 Bond may be applied to unpaid hire, damage, cleaning, recovery, or breach.

23. INSURANCE & EXCESS

23.1 Insurance excess is payable immediately.

23.2 Current excess is **\$5,000.00**.

23.3 Excess does not limit liability.

24. OWNERSHIP, ACCESS & INSOLVENCY

24.1 Equipment remains the sole property of WAD.

24.2 WAD may recover Equipment immediately in the event of insolvency, site closure, or access restriction.

24A. SITE ACCESS, ENTRY & REPOSSESSION

24A.1 The Hirer irrevocably grants WAD the right to enter any site or premises to inspect, recover, or repossess Equipment.

24A.2 Entry may occur with or without notice where payment is overdue, breached, reversed, or risk exists.

24A.3 Locks, gates, or barriers may be removed as reasonably required.

24A.4 The Hirer waives any claim for damage arising from lawful repossession.

24A.5 All repossession and access costs, including **loss of hire**, are payable by the Hirer.

25. PRIVACY

Privacy Policy:

<https://www.wadiggerhire.com.au/privacy>

26. INDEMNITY

The Hirer indemnifies WAD against all claims arising from possession or use of the Equipment except where caused by proven negligence of WAD.

27. GOVERNING LAW

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

28. COPYRIGHT & RESTRICTED USE (*NEW – ADDED ONLY*)

© **WA Digger Hire Pty Ltd**

These Terms & Conditions, including their **structure, wording, sequencing, clauses, schedules, and drafting**, are the intellectual property of **WA Digger Hire Pty Ltd** and are protected under the **Copyright Act 1968 (Cth)**.

No part of this Agreement may be **copied, reproduced, adapted, distributed, or used**, in whole or in part, by any third party — including **other hire businesses** — without prior written consent.

These Terms are licensed **solely for the purpose of hiring Equipment from WA Digger Hire Pty Ltd**.

Unauthorised use constitutes copyright infringement.