



## SHORT TERM PLANT HIRE AGREEMENT

**Sunshine Coast Small Plant Hire**

**Owner / Supplier:**

Sunshine Coast Small Plant Hire  
Landsborough, QLD  
0406 203 292  
bookings@hireadigger.com.au

### Hirer Details

**Name:** \_\_\_\_\_

**Company (if applicable):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Site Address:** \_\_\_\_\_

### Equipment Hired (tick / list)

- 1.9 Tonne Mini Excavator
- Attachments: \_\_\_\_\_
- Tipper Trailer
- Pressure Washer
- Petrol Earth Auger
- Cement Mixer
- Other: \_\_\_\_\_

### Hire Type (tick one)

- Dry Hire** – experienced operators only
- Wet Hire** – equipment supplied with operator

Hire Date(s): \_\_\_\_\_

# Trailer Supply & Tow Vehicle Requirements

Where the mini excavator is supplied with a trailer for collection from Landsborough, the Hirer acknowledges and agrees that:

1. The Hirer's tow vehicle **must be legally rated and suitable to tow up to 3,500 kg**, including:
  - Manufacturer-rated towing capacity
  - Compliant tow bar
  - Operational electric brake controller or approved braking system
  - Roadworthy condition
2. The supplied trailer is fitted with a **Bluetooth-operated electric braking system**, which requires the Hirer to have:
  - A compatible **smartphone** available at the time of pickup
  - The required application installed and operational prior to departure
3. The Hirer is responsible for ensuring:
  - All connections are correctly fitted and operational
  - Braking system is functioning correctly before transport
  - The load is transported in compliance with all road laws
4. **The Owner reserves the right to refuse hire or prevent collection** if, in the Owner's reasonable opinion:
  - The tow vehicle is unsuitable or non-compliant
  - The braking system cannot be correctly operated
  - The Hirer is unable to demonstrate safe and lawful towing capability
5. Any refusal of hire on the basis of vehicle suitability or safety **does not constitute a breach** by the Owner. Cancellation or rescheduling will be assessed on a case-by-case basis.

## Key Hire Conditions

1. Equipment is supplied in good working condition and must be used safely and for its intended purpose only.
2. The Hirer is responsible for site safety, access, underground services (Dial Before You Dig) and exclusion zones.
3. For **dry hire**, equipment must only be operated by competent persons.
4. For **wet hire**, the Owner's operator may refuse or cease work if conditions are unsafe.
5. Where a **spotter** is required, this must be provided by the Hirer or site controller unless otherwise agreed.

## **Damage, Loss & Cleaning**

The Hirer is responsible for loss of or damage to equipment during the hire period (excluding fair wear and tear), and for any additional costs relating to damage, excessive cleaning, fuel replacement or late return.

## **Liability**

To the extent permitted by law, the Owner is not liable for loss, damage or injury arising from the use of hired equipment. Nothing in this agreement limits rights under Australian Consumer Law.

## **Governing Law**

This agreement is governed by the laws of **Queensland, Australia**.

## **Acceptance**

By signing below, the Hirer confirms they have read and agree to this Short-Form Plant Hire Agreement and the Terms & Conditions of Sunshine Coast Small Plant Hire.

### **Signatures**

**Hirer Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Owner / Operator:** \_\_\_\_\_

**Name:** Steve Watson

**Date:** \_\_\_\_\_

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