



EQUIPMENT HIRE AGREEMENT

Hire Schedule + Terms and Conditions

IMPORTANT: This Schedule and the attached Terms and Conditions form the Hire Agreement. The Hirer must read both before taking possession of the Equipment.

A. HIRER DETAILS

Full legal name / Company name: _____
ABN / ACN (if applicable): _____
Residential / Registered address: _____
Phone: _____
Email: _____
Driver licence no.: _____
Licence expiry: _____
Emergency contact name & phone: _____

B. HIRE & SITE DETAILS

Hire reference / invoice no.: _____
Hire start date & time: _____
Agreed return / off-hire date & time: _____
Delivery / worksite address: _____
Intended use / works: _____
Authorised operator(s): _____
Operator competency evidence sighted (if requested): _____

C. EQUIPMENT

Item	Details	Out	Return
Machine	Kubota KX161-3	Hour meter: _____	Hour meter: _____
Fuel	Diesel	Level: _____	Level: _____
Condition	Pre-hire inspection completed	Yes / No	Return inspection completed
Attachments	See checklist below		

- ☐ 1 x 450 Tooth Bucket
- ☐ 1 x 300 Tooth Bucket
- ☐ 1 x 1200 Tilt Mud Bucket
- ☐ Ripper
- ☐ 1 x 400 Auger
- ☐ 1 x 300 Auger



SUNSHINE STATE HIRE

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[] Hydraulic Grab

D. HIRE CHARGES (GST EXCLUSIVE)

Charge	Rate	Notes
Daily hire	\$275 per day	2 day minimum
Hydraulic grab	\$50/day \$250/week	
Auger	\$50/day \$250/week	
Delivery and collection	\$300 each way	\$600 total before GST
Refuelling	\$5.50 per litre	If returned below supplied level
Cleaning	\$200	If excessive mud, dirt or debris requires cleaning

E. PAYMENT & OFF-HIRE

- Full hire charges, including delivery and collection charges, are payable before delivery unless Sunshine State Hire has approved different written payment terms.
- No hire commences until cleared payment is received unless otherwise agreed in writing.
- The Hirer must request any extension before the agreed return time. An extension is not approved until Sunshine State Hire confirms it in writing.
- Hire continues until the Equipment is returned to Sunshine State Hire or collected by Sunshine State Hire and is available for inspection, unless Sunshine State Hire has confirmed an earlier off-hire time in writing.
- Cancellation more than 48 hours before the scheduled hire start: full refund. Cancellation less than 48 hours before the scheduled hire start: no refund, except where required by law.

F. CONDITION, DAMAGE & RETURN RECORD

Pre-existing damage / defects noted before handover:

Damage / incidents reported during hire:

Missing items / attachments on return: _____

Return cleaning / fuel / repair charges (if any): _____

G. ACCEPTANCE

By signing below, the Hirer confirms that they have read and understood this Hire Schedule and the Terms and Conditions, had an opportunity to ask questions, and accept the Equipment subject to this Agreement. Acceptance may also occur by taking possession of the Equipment after receiving these documents.

Hirer name: _____

Hirer signature: _____

Date / time: _____

TERMS AND CONDITIONS OF HIRE

These Terms apply to each hire of Equipment by Sunshine State Hire to the Hirer named in the Hire Schedule.



1. DEFINITIONS AND AGREEMENT

In this Agreement, "Equipment" means the machine, attachments, accessories, keys, manuals and other items identified in the Hire Schedule; "Hirer" means the person or entity hiring the Equipment; "Owner" means Sunshine State Hire; "Hire Period" means the period described in clause 3; and "Site" means the delivery or worksite stated in the Hire Schedule.

The Hire Schedule, these Terms, any condition report, quotation, invoice and any written special conditions issued for the hire together form the entire Hire Agreement. If there is an inconsistency, any expressly agreed special condition prevails, followed by the Hire Schedule, then these Terms.

Title to the Equipment remains with the Owner at all times. The Hirer receives possession only for the Hire Period and has no ownership interest in the Equipment.

2. SUITABILITY AND PRE-HIRE INSPECTION

The Hirer must satisfy itself that the Equipment is suitable for the intended work, site conditions, access, terrain and attachments required. The Owner will provide the Equipment in serviceable condition subject to the pre-hire condition report.

The Hirer must inspect the Equipment on handover and immediately identify any visible damage, missing items or concerns. If the Hirer does not notify the Owner within 24 hours of receiving the Equipment of a pre-existing defect that was reasonably observable, the Equipment may be treated as having been supplied in the condition recorded by the Owner, subject always to any rights that cannot lawfully be excluded.

3. HIRE PERIOD, EXTENSIONS AND OVERDUE RETURN

The Hire Period starts when the Hirer takes possession of the Equipment or when delivery is completed, whichever occurs first, and continues until the Equipment is returned to or collected by the Owner and made available for inspection, unless the Owner confirms another off-hire time in writing.

Weekends and public holidays form part of the Hire Period. Minimum hire periods in the Hire Schedule apply even if the Equipment is returned early.

Any extension must be requested before the agreed return time and is subject to availability and written confirmation. Keeping the Equipment beyond the agreed period without approval is a breach of this Agreement. Additional hire is charged at the applicable rate for each day or part-day until the Equipment is recovered.

4. PAYMENT AND ADDITIONAL CHARGES

The Hirer must pay the Hire Charges and any Additional Charges when due.

Additional Charges may include approved extension charges, excess usage, delivery or re-delivery costs caused by the Hirer, cleaning, fuel, replacement of missing items, tyres/tracks or ground-engaging tools damaged beyond fair wear and tear, repairs arising from the Hirer's responsibility, recovery costs, tolls, fines, government charges, and reasonable third-party inspection or repair costs.

If an amount remains unpaid after its due date, the Owner may suspend further hire, recover reasonable debt-recovery costs and charge any late-payment fee disclosed in the Hire Schedule, but only to the extent permitted by law.

5. DELIVERY, COLLECTION AND ACCESS

Delivery and collection are subject to safe and reasonable access for the transport vehicle. The Hirer must ensure the Site is ready, accessible, firm enough for delivery and collection, and free from hazards that could prevent safe loading or unloading.

The Hirer or an authorised representative must be present at the agreed handover and return time unless the Owner agrees otherwise. Delays, failed delivery, re-delivery or waiting time caused by lack of access, unsafe conditions or the Hirer's absence may be charged at the Owner's reasonable cost.

At collection, the Equipment must be parked in an accessible position, with attachments together, fuel requirements completed and keys available.

6. AUTHORISED OPERATORS AND COMPETENCY

Only the Hirer and operators authorised by the Hirer may operate the Equipment. Every operator must be at least 18 years old, competent to operate the Equipment safely, and hold any licence, ticket or authorisation required by law for the particular task or workplace.

The Hirer is responsible for assessing operator competency and must, if reasonably requested, provide evidence of training, experience or competency. The Hirer must not permit any person who is affected by alcohol, illegal drugs, impairing medication, fatigue or another condition that makes operation unsafe to use the Equipment.

The Equipment must not be sub-hired, lent, transferred or made available to another person or business without the Owner's prior written approval.



7. SAFE USE AND SITE RESPONSIBILITIES

The Hirer has management and control of the Equipment while it is at the Site and must operate and supervise it in accordance with applicable work health and safety laws, the manufacturer's instructions, warning labels and any reasonable instructions supplied by the Owner.

- complete any required site risk assessment, SWMS/JSA, permits and exclusion zones before work starts;
- locate and protect underground and overhead services before digging, including using current plans, service-location information and potholing/non-destructive verification where appropriate;
- maintain safe clearances from overhead powerlines and underground electrical services;
- keep workers, children, bystanders and other persons outside the operating and swing radius unless controlled by a safe system of work;
- assess ground bearing capacity, slopes, trench edges, embankments and unstable ground before operating;
- use seat belts and fitted protective structures as intended and keep guards, alarms and safety devices operational;
- not exceed rated operating capacity or use an attachment in a manner not approved for the machine;
- not use the excavator to lift suspended loads unless the lifting operation is permitted by the manufacturer and all required rated capacity, lifting point, rigging and exclusion-zone controls are in place;
- stop operation if conditions become unsafe.

8. PROHIBITED USE

Unless the Owner gives prior written approval, the Hirer must not use the Equipment: outside the nominated Site; outside Queensland; in saltwater, surf, tidal areas or over water; in a mine; in an area containing friable asbestos or hazardous contamination; for demolition involving hazardous materials; for racing, testing or unlawful purposes; or in any manner likely to expose the Equipment to corrosive, caustic or toxic substances.

The Hirer must not overload, abuse, deliberately misuse, tamper with, modify, disable safety systems, alter hour meters or identification plates, weld to, drill into, or otherwise alter the Equipment.

9. DAILY CARE, FUEL AND CONSUMABLES

The Hirer must carry out ordinary pre-start checks appropriate to the Equipment, monitor warning lights and gauges, maintain required fluid levels where instructed, keep grease points attended where reasonably required for the hire, and keep the Equipment reasonably clean so that defects can be identified.

The Equipment is supplied with the fuel level recorded at handover and must be returned at the same level unless otherwise agreed. Any shortfall may be charged at the refuelling rate in the Hire Schedule.

Fair wear and tear is accepted. Damage to tyres, tracks, bucket teeth, cutting edges, auger teeth and other wear components caused by impact, puncture, spinning, misuse, unsuitable ground or abnormal wear is not fair wear and tear.

10. BREAKDOWN, DEFECTS AND REPAIRS

If the Equipment breaks down, is damaged, develops an abnormal noise or warning, leaks fluid, or appears unsafe, the Hirer must immediately stop using it, make it safe, prevent further damage and contact the Owner.

The Hirer must not arrange or attempt repairs, servicing, welding, towing, recovery or dismantling without the Owner's prior approval, except where immediate action is reasonably necessary to prevent injury or greater property damage.

Where the breakdown is due to an inherent mechanical fault not caused or contributed to by the Hirer, the Owner will use reasonable efforts to repair or replace the Equipment. To the extent permitted by law, the Owner is not responsible for consequential downtime, lost profit, lost opportunity or delay, and hire charges for the period the Equipment is unusable due solely to that inherent fault will be adjusted reasonably.

Where breakdown or damage is caused or contributed to by misuse, overloading, impact, contamination, unauthorised repair, failure to stop after a warning, lack of ordinary care or another breach by the Hirer, the Hirer remains responsible for the resulting reasonable repair, recovery and downtime costs.

11. LOSS, THEFT, VANDALISM AND INCIDENT REPORTING

The Hirer bears risk of loss, theft and damage to the Equipment from delivery/collection by the Hirer until the Equipment is returned to the Owner, except to the extent caused by the Owner's negligence or another matter for which the Owner is legally responsible.



Any accident, collision, rollover, theft, vandalism, fire, flood, significant damage, third-party incident or police/regulatory involvement must be reported to the Owner immediately. The Hirer must provide all reasonably requested details, photographs, witness information and, where applicable, police event/report details.

The Hirer must take reasonable precautions against theft, including removing keys when unattended and storing the Equipment in a reasonably secure location. The Hirer must not abandon the Equipment.

12. DAMAGE RESPONSIBILITY AND EXCLUSIONS

Subject to applicable law and any insurance arrangement expressly agreed in writing, the Hirer is responsible for the reasonable cost of repairing or replacing Equipment lost or damaged during the Hire Period to the extent the loss or damage is caused or contributed to by the Hirer, an authorised operator, the Site or a person for whom the Hirer is responsible.

- misuse, abuse, overloading or operating outside manufacturer limits;
- collision, rollover, bogging, immersion, water ingress or unsafe recovery;
- overhead strikes with buildings, trees, bridges, awnings, powerlines or other objects;
- underground-service strikes or damage arising from inadequate service location or excavation controls;
- punctures, cuts or abnormal track/tyre damage;
- use in corrosive, contaminated, saltwater, asbestos or hazardous environments without approval;
- vandalism or theft where reasonable security precautions were not taken;
- operation by an unauthorised or incompetent person, or a person impaired by alcohol or drugs;
- continuing to operate after a warning, defect or damage occurs;
- unauthorised repair, modification or tampering.

13. INSURANCE AND THIRD-PARTY LIABILITY

The Owner maintains insurance arrangements for its business and Equipment as it considers appropriate. This does not make the Hirer an insured person or remove the Hirer's responsibilities under this Agreement.

A business Hirer must maintain appropriate public liability insurance and any other insurance reasonably required for its activities at the Site. The Owner may request evidence of currency before releasing the Equipment.

The Hirer is responsible for claims, loss, damage, injury, fines and costs arising from the Hirer's possession or use of the Equipment to the extent caused or contributed to by the Hirer, its operators, workers, contractors or breach of this Agreement. This obligation is reduced to the extent the Owner's negligence or breach caused the loss.

14. CLEANING, CONTAMINATION AND DECONTAMINATION

The Equipment must be returned reasonably clean and free of excessive mud, concrete, bitumen, paint, waste, vegetation, rubbish and other material. The cleaning fee in the Hire Schedule may be charged where ordinary cleaning is required; unusually heavy cleaning or specialist decontamination may be charged at reasonable actual cost.

The Hirer must immediately tell the Owner if the Equipment is exposed to asbestos, hazardous chemicals, contaminated soil, biological hazards or another hazardous substance. The Hirer must not return contaminated Equipment without first agreeing a safe decontamination and transport process with the Owner. If specialist decontamination is reasonably required because of the Hirer's use, the Hirer must pay that reasonable cost.

15. FINES, PERMITS, ENVIRONMENT AND PROPERTY DAMAGE

The Hirer is responsible for permits, traffic management, excavation approvals, environmental controls and lawful disposal required for its work. The Hirer must comply with laws relating to noise, dust, erosion, sediment, waste, contaminated material and environmental protection.

The Hirer is responsible for parking, traffic, toll, infringement or government charges resulting from its use or possession of the Equipment, unless caused by the Owner.

The Owner is not responsible for damage to underground services, structures, landscaping, pavements, accessways or other property caused by the Hirer's operation of the Equipment, except to the extent caused by the Owner's negligence or breach.

16. TRANSPORT AND MOVEMENT OF EQUIPMENT

Unless transport is performed by the Owner or its contractor, the Hirer must not transport the Equipment without prior written approval. Any approved transport must use a suitable vehicle/trailer, lawful mass and dimensions, rated tie-down points and compliant load restraint.



The Equipment must not be moved from the Site or delivered to another address without the Owner's prior written approval. The Hirer must comply with applicable heavy vehicle, load restraint and chain-of-responsibility obligations to the extent those laws apply to its activities.

17. OWNER ACCESS, INSPECTION AND RECOVERY

The Hirer must tell the Owner where the Equipment is located when reasonably requested. On reasonable notice, the Owner may inspect, service or maintain the Equipment at the Site during the Hire Period.

If the Hire Period ends, payment is materially overdue, the Equipment is at material risk, the Hirer abandons it, the Hirer becomes insolvent, or the Hirer commits a serious breach that cannot reasonably be remedied, the Owner may terminate the hire and take lawful steps to recover the Equipment. The Hirer must provide reasonable access and must not obstruct lawful recovery. Reasonable recovery costs caused by the Hirer's breach may be charged to the Hirer.

18. DEFAULT AND TERMINATION

The Owner may suspend or terminate the hire by written notice if the Hirer fails to pay an amount when due and does not remedy the default after reasonable notice, materially breaches a safety obligation, gives false information, unlawfully parts with possession of the Equipment, or otherwise commits a serious breach of this Agreement.

For a breach that can reasonably be remedied, the Owner will generally give the Hirer a reasonable opportunity to remedy it before termination, unless immediate action is reasonably required to protect people, property or the Equipment.

Termination does not affect accrued rights. Hire and other properly incurred charges remain payable up to the time the Equipment is returned or recovered, subject to applicable law.

19. PERSONAL PROPERTY SECURITIES ACT (PPSA)

If a hire or other arrangement under this Agreement gives rise to a security interest under the Personal Property Securities Act 2009 (Cth), the Hirer agrees that the Owner may register that security interest on the Personal Property Securities Register and the Hirer must provide information reasonably required for that purpose.

The Hirer must not create or permit another security interest over the Equipment and must promptly notify the Owner of any change of legal name, ABN/ACN or other details that could affect a registration. Nothing in this clause is intended to create rights beyond those permitted by the PPSA.

20. LIMITATION OF OWNER LIABILITY AND CONSUMER RIGHTS

Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including rights under the Australian Consumer Law where applicable.

To the extent permitted by law, the Owner is not liable for indirect or consequential loss, loss of profit, loss of contract, business interruption or loss of opportunity arising from the hire or unavailability of the Equipment, except to the extent such loss cannot lawfully be excluded.

Where the Owner is legally entitled to limit liability for a failure to comply with a non-excludable guarantee in relation to goods or services not ordinarily acquired for personal, domestic or household use, the Owner's liability is limited, at its option and as permitted by law, to repair or replacement of the goods, supply of equivalent goods, re-supply of the services, or payment of the reasonable cost of doing so.

21. PRIVACY, TELEMATICS AND LOCATION DATA

The Owner may collect personal information reasonably required to quote, administer the hire, verify identity, take payment, manage credit, recover Equipment or debts, handle incidents and comply with law. Information may be disclosed to insurers, repairers, transport providers, debt-recovery providers, professional advisers, regulators and service providers where reasonably necessary.

If the Equipment is fitted with GPS, telematics or similar technology, the Owner may collect location, engine-hour, usage, fault and security data for asset protection, servicing, safety, recovery, administration and dispute management. The Hirer must ensure authorised operators are informed of this collection where required.

22. DISPUTE RESOLUTION

If a dispute arises, either party may give written notice describing the issue. The parties will first try in good faith to resolve the dispute directly. If it is not resolved within 10 business days, either party may propose mediation before commencing non-urgent court proceedings.

Nothing in this clause prevents either party seeking urgent injunctive relief, recovering the Equipment where lawfully entitled, making an insurance claim, or using a statutory consumer dispute process.



SUNSHINE STATE HIRE

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23. NOTICES AND ELECTRONIC ACCEPTANCE

Notices and approvals under this Agreement may be given by email or SMS to the contact details supplied by the parties. A written extension, variation, damage report or off-hire confirmation may be evidenced by email or SMS.

Electronic signatures and electronically accepted hire documents may be used to the extent permitted by law. A person signing for a company or other entity warrants that they are authorised to do so.

24. GENERAL

This Agreement is governed by the laws of Queensland, Australia and the parties submit to the courts of Queensland and courts entitled to hear appeals from them.

The Hirer may not assign or transfer its rights or obligations without the Owner's written consent. The Owner may use contractors to perform transport, servicing, repairs or recovery while remaining responsible for its own obligations under this Agreement.

If a provision is invalid or unenforceable, it is to be read down to the minimum extent necessary or severed, and the remaining provisions continue. A failure or delay in enforcing a right is not a waiver. Clauses relating to payment, damage, liability, privacy, PPSA, recovery and dispute resolution survive the end of the hire to the extent necessary to give them effect.

LEGAL REVIEW NOTE: This document is a commercial draft prepared for Sunshine State Hire. Before first use, Sunshine State Hire should have a Queensland solicitor review the final terms, particularly clauses concerning liability, PPSA registration, insurance, recovery and use with consumers or small businesses.



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HIRER ACKNOWLEDGEMENT

The Hirer acknowledges that:

- it has received the Hire Schedule and these Terms and Conditions before or at the time of entering the hire;
- it has inspected or had the opportunity to inspect the Equipment and condition report;
- all information supplied to Sunshine State Hire is true and complete;
- it will ensure every operator is competent and complies with the safety obligations in this Agreement;
- it understands that it may be responsible for damage, loss, theft, cleaning, fuel, recovery and other charges in the circumstances described in this Agreement;
- it has had an opportunity to ask questions and, if desired, obtain independent legal or insurance advice.

Hirer / Company legal name: _____

Authorised signatory name: _____

Position (if company): _____

Signature: _____

Date / time: _____

Witness name (optional): _____

Witness signature: _____

OWNER ACCEPTANCE

Sunshine State Hire representative: _____

Signature: _____

Date / time: _____

SUNSHINE STATE HIRE

Professional Equipment. Reliable Service.