



# ON TIME MACHINE HIRE– DRY HIRE TERMS AND CONDITIONS

## Dry Hire Terms & Conditions (“Terms”)

### **1. Definitions**

- 1.1 “Owner” means – On Time Machine Maintenance Pty Ltd A.B.N 3465 7398 019
- 1.2 “Hirer” means a person/s, partnership, trustee of a trust, company, entity or assigns (including agents, employees or contractors) hiring plant and equipment from the Owner.
- 1.3 “Plant and Equipment” means the items specified in the Schedule and includes but is not limited to any item of plant, machinery or vehicle, and any tools, accessories, parts, items of equipment and devices affixed to or supplied with such plant, equipment, machinery or vehicle let by the Owner to the Hirer; and
- 1.4 “Hire Price” means all amounts payable by the Hirer from time to time as set out in the Schedule or calculated using the rates set out in the Schedule.
- 1.5 “Hire Agreement” means this document and any document in connection with it.

### **2. Hire of Plant and Equipment and Basis of Rates**

- 2.1 The Hirer hires the Plant and Equipment from the Commencement Date specified in the Schedule and continues to do so until the Plant and Equipment is back in the Owners possession and control; and is fit for purpose of hire again; including all weekends and public holidays during that period (the “Hire Period”)
- 2.2 The Hirer is entitled to use the Plant and Equipment for the Hire Period. Without limiting Clause 2, where the Hire Period is extended, the Owner reserves the right to review and alter the Hire Price.
- 2.3 The Hire Period may be extended by agreement between the parties. The Owner can, in their sole discretion, refuse to extend the Hire Period.
- 2.4 A minimum Hire Period may apply. If such minimum Hire period applies, the Owner will notify the Hirer accordingly.
- 2.5 The Hirer agrees to return the Plant and Equipment upon demand from the Owner and that the Hire Agreement may be terminated at any time with a minimum of 24 hours’ written notice by the Owner without any given reason.
- 2.6 The Hirer acknowledges that the Owner has the right to inspect the Plant and Equipment at all times during the Hire Period and to allow this, the Hirer gives the Owner the right to enter any property where the Plant and Equipment is located.
- 2.7 Unless otherwise stated, daily rates quoted are for a maximum of eight hours of operation per day. Use of the Plant and Equipment over and above eight hours per day will attract an increased Hire Fee at the Owners sole discretion.

### **3. Payment for Hire**

- 3.1 The Hirer agrees to pay the Owner the Hire Price plus any applicable stamp duties, tolls, fines, penalties, levies or freight and other charges relevant to the Hire Agreement and the hire, including other charges set out in Clause 4 below (collectively the “Hire Fees”).
- 3.2 The Hirer must pay all amounts levied by the Owner either:
  - (a) Within 7 days of provision of tax invoice for the hire; or
  - (b) In accordance with the terms of the tax invoice if longer terms are agreed; or

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	1 of 7



(c) In accordance with the payment terms set out in the schedule

3.3 Unless stated otherwise, all prices are GST inclusive. Any other tax or duty will be payable in addition to the price.

3.4 The Hirer agrees that any deposit paid by them for the hire of the Plant and Equipment can be used by the Owner in payment of the Hire Fee or other charges payable by the Hirer under the Hire Agreement.

#### **4. Other Charges**

4.1 A cancellation fee may be charged by the Owner where the Plant and Equipment has been reserved by booking and the Hirer cancels the booking without reasonable notice, or fails to take delivery of the Plant and Equipment.

4.2 A daily hire fee will continue to accrue for each day after the completion of the Hire Period until the return of the Plant and Equipment. A late return fee may also apply if the Hirer fails to return the equipment by the agreed time without prior written extension.

4.3 The Owner may charge the Hirer a fee at their discretion for any payment of the Hire fees made by Credit Card.

4.4 Where Plant and Equipment includes a trailer or vehicle component, any traffic, toll or parking fines incurred during transit or use will be attributed to the Hirer. The Owner reserves the right to use the provided identification to nominate the Hirer as the responsible party for such fines.

4.5 In addition to the Hire Fees set out in the Hire Agreement, the Hirer is responsible for any physical damage to the Plant and Equipment (subject to Clause 5), reasonable fees associated with any necessary cleaning on return of the Plant and Equipment, consumables, fines arising out of use of the Plant and Equipment, parts/labour/materials required to modify the Plant and Equipment at the Hirer's request (if the Owner agrees to the modifications) and any operation training requested by the Hirer.

4.6 If the Hirer does not pay the Hire Fees in full by the due date, the owner may:

- (a) Charge the Hirer, in addition to any other costs recoverable under the Hire Agreement, interest of 1.5% compounding monthly on the total outstanding balance;
- (b) Charge the Hirer, 100% of all costs and expenses incurred by the Owner in recovering any unpaid amount under the Hire Agreement, along with interest of 1.5% compounding monthly.

#### **5. Damage to Plant and Equipment**

5.1 Any and all damage (not including fair wear and tear) to the Plant and Equipment will be charged in full to the Hirer. The Hirer will be issued with an invoice for the repairs including down time (non hire period) of the Plant and Equipment at normal hire rates.

5.2 The Hirer must not, without the prior consent of the Owner, make any alterations, additions or replacements to the Plant and Equipment.

#### **6. Cross-Hire**

6.1 The Hirer must not on-hire or cross-hire the Plant and Equipment to any third party. If the Hirer does on-hire or cross-hire the Plant and Equipment, the Owner will be at liberty to terminate this Hire Agreement with immediate effect and will be entitled to recover the full Hire Price from the Hirer.

#### **7. Hirer Warranties**

7.1 The Hirer warrants that:

- (a) The particulars in the Hire Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	2 of 7



- (b) The Hirer is responsible for ensuring all operators are competent, qualified and have received appropriate training in the use of the Plant and Equipment. The Owner does not accept any responsibility or liability for operator licensing.
  - (c) Has read or will read the Operators Manual that was provided to the Hirer before the hire Commencement Date, the receipt of which is hereby acknowledged;
  - (d) Comply with all relevant laws, regulations, rules and by-laws governing or relating to the use and operation of the Plant and Equipment;
  - (e) Any item of Plant and Equipment registered with conditional registration must be operated in accordance with the guideline requirements which are able to be viewed at <http://www.tmr.qld.gov.au/>;
  - (f) Any item of Plant and Equipment with conditional registration that is intended to be used along a roadside, the magnetic base strobe is removed for transport, and must be attached to the item of Plant and Equipment during operation;
  - (g) The Plant and Equipment will not be used for any illegal purpose;
  - (h) The Hirer's vehicle is suitable for towing the Plant and Equipment, if required;
  - (i) The Hirer will not, without the Owner's written permission, tamper with, repair or modify the Plant and Equipment in any way or permit another to do so;
  - (j) Will safely operate the Plant and Equipment;
  - (k) The Hirer will comply with all reasonable directions from the Owner regarding its use of the equipment;
  - (l) Keep and maintain the Plant and Equipment in proper working order and good and substantial repair;
  - (m) The Hirer agrees that the Plant and Equipment complies with its description, is in merchantable condition and is fit for the Hirers purpose;
  - (n) The Hirer agrees that the Plant and Equipment has been received by the Hirer in clean and good working order;
  - (o) Notify the Owner of any accident resulting in injury to persons or damage to property (including damage to the Plant and Equipment) involving the Plant and Equipment immediately or as soon as reasonably possible of the date of the accident;
  - (p) Secure the Plant and Equipment when not in use and ensure that all reasonable measures are taken to protect the Plant and Equipment against acts of theft and vandalism; and
  - (q) Return the Plant and Equipment in the same condition as it was hired.
- 7.2 The Hirer agrees to provide a clear copy of their current and valid driver's licence prior to the commencement of the Hire Period. This is required for the purposes of:
- (a) Verifying the identity of the Hirer;
  - (b) Ensuring the Hirer or any operator is legally permitted to tow or operate the Plant and Equipment;
  - (c) Allocating liability for any traffic, toll, or parking fines, penalties, or offences incurred during the Hire Period;
  - (d) Compliance with any legal or insurance obligations; and
  - (e) Preventing fraudulent, unlawful, or unauthorised use of the Plant and Equipment.
- Failure to provide valid identification may result in the cancellation of the Hire Agreement at the Owner's discretion. The Owner will handle personal identification in accordance with applicable privacy laws.

## 8. Hirer Indemnities

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	3 of 7



- 8.1 To the full extent permitted by law, the Hirer released, discharges and indemnifies the Owner from all claims and demands by third parties upon the Owner arising out of or consequent on the use or misuse of the Plant and Equipment during the hire period.
- 8.2 The Hirer indemnifies the Owner from any claims arising out of the use of the Plant and Equipment including damage to property or injury to persons.
- 8.3 Without limiting Clause 8.1 of the Hire Agreement, the Hirer agrees that to the full extent permitted by law, no warranties are given by the Owner in respect of the Plant and Equipment. Any liability of the owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the Plant and Equipment or for the cost of resupplying the Plant and Equipment, at the Owner's sole discretion.

## **9. Hirer Responsibility**

- 9.1 A pre-hire and post-hire inspection report, including photographs, will be completed to verify the condition of the Plant and Equipment.
- 9.2 The Hirer will be responsible for any loss or damage to the Plant and Equipment irrespective of how the loss or damage occurred during the Hire Period.
- 9.3 Unless otherwise agreed, the Hirer is responsible for the safe delivery and return of the Plant and Equipment. Risk in transit remains with the Hirer.
- 9.4 The Owner gives no guarantee as to the condition, safety or suitability of the Plant and Equipment. The Owner will rectify minor faults where possible on the job sites. In case of major breakdown, the Owner will refund monies owed for any outstanding days of hire left and recover Plant and Equipment for repair. The Hirer releases the Owner from any liability for the loss caused by the breakdown of any of the Plant and Equipment.
- 9.5 The Hirer is liable for the full current retail value of the new purchase price of any Plant and Equipment not returned to the Owner to cover replacement costs.
- 9.6 The Hirer agrees to fully reimburse the Owner in the event of damage or loss of the Plant and Equipment.
- 9.7 If the Plant and Equipment is damaged, the Hirer must notify the Owner within 24 hours of becoming aware of the damage with the Owners contact details provided at the top of the Hire Agreement.
- 9.8 The Hirer accepts full responsibility for any damage caused to any underground services when using the Plant and Equipment.
- 9.9 If there is a breakdown or failure of the Plant and Equipment, the Hirer must immediately stop using the Plant and Equipment and notify the Owner.
- 9.10 The Hirer must take all necessary steps to prevent injury occurring to persons or property as a result of the condition of the Plant and Equipment.
- 9.11 The Hirer must take all necessary steps to prevent any further damage to the Plant and Equipment itself.
- 9.12 The Hirer acknowledges that the operation of the Plant and Equipment is dangerous, and should only be undertaken while using suitable items of personal protection equipment. It is the sole responsibility of the Hirer to ensure that they source and use suitable items of personal protection equipment.
- 9.13 The Hirer will make available to all operators of the Plant and Equipment a copy of the Operators Manual described at Clause 7.1 (c). It is the Hirer's responsibility to ensure that all operators read the Operators Manual before using the Plant and Equipment.

## **10. Title To Plant and Equipment, Risk and Insurance**

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	4 of 7



- 10.1 The Plant and Equipment is and will at all times remain the absolute property of the Owner.
- 10.2 Without limiting Clause 10.1, all risk for the Plant and Equipment passes to the Hirer on delivery and remains with the Hirer until the Plant and Equipment is returned to the Owners possession.
- 10.3 The Hirer is not authorised to create a lien over the Plant and Equipment, or sell, assign, sub-let, charge, lend, pledge or mortgage the Plant and Equipment.
- 10.4 Irrespective of whether the Hirer has effected adequate insurance cover the Hirer accepts full responsibility for and shall keep the Owner indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of the use of the Plant and Equipment during the hire period however arising and whether or not arising from any negligence, failure or omission of the Hirer or any other persons.
- 10.5 Irrespective of whether the Hirer has effected adequate insurance cover, the Hirer accepts full responsibility for the safekeeping of the Plant and Equipment howsoever caused and whether or not such loss, theft or damage is attributable to any negligence failure or omission of the Hirer.

## **11. Personal Property Securities Law (PPS Law)**

- 11.1 The Hirer acknowledges and agrees that to the extent this Agreement creates a PPS lease, a defined in the PPS Act, the Owner has a security interest in the Plant and Equipment for the purposes of the Personal Property Securities Act 2009 (Cth as amended the PPS Act), and to the extent applicable the PPS Act applies.
- 11.2 If the Owner does not have at the commencement date or otherwise obtain within 15 business days of the commencement date a PPS Law registration ensuring a perfected first priority security interest in the Plant and Equipment, the term of hire, (including any extensions) may not, despite anything else in this document or schedule, be longer than 90 days.
- 11.3 The Hirer acknowledges that the Owner may do anything reasonably necessary, including but not limited to registering any security interest which the Owner has over the Plant and Equipment on the Personal Property Securities register in order to perfect the security interest and comply with the requirement of the PPS Act. The Hirer agrees to provide, without charge, all information necessary to assist the Owner to undertake the matters set out above.
- 11.4 The Hirer waives their rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Act.

## **12. Hirer Default**

- 12.1 The Owner may retake possession of the Plant and Equipment if:
- (a) The Hirer is in breach of any provision of the Hire Agreement; or
  - (b) The Hirer does not pay the account for the Hire fee in the time agreed; or
  - (c) The Hire Period ends and the Hirer had not returned the Plant and Equipment to the Owner.
- 12.2 All costs incurred by the Owner in repossessing due to the Hirers breach are to be paid by the Hirer.
- 12.3 In the case of repossession due to a breach of the Hire Agreement, the Hirer agrees to grant the Owner permission to enter any premises where the Plant and Equipment listed

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	5 of 7



in the Hire Agreement is situated to disconnect, decommission and remove the Plant and Equipment.

- 12.4 In addition to the Owner's right to retake possession, the Owner is entitled to (in the Owner's sole discretion) following any breach of any provision of the Hire Agreement, sue for recovery of any damages or charges or loss suffered by the Owner and to cancel any insurance policies held in relation to the Plant and Equipment affected.

### **13. End of Hire Period**

- 13.1 The Hirer must ensure the Plant and Equipment is:

- (a) Returned to the Owner at the end of the Hire Period in a clean condition; and
- (b) Returned to the Owner fully refuelled; and
- (c) Maintained, oiled and greased during the Hire Period in accordance with the information provided by the Owner in writing, verbally or displayed on the Plant and Equipment.

- 13.2 The Hirer agrees to pay a reasonable cleaning fee if the Plant and Equipment is not returned in a clean condition (to be determined by the Owner at the Owner's sole discretion).

- 13.3 The Hirer further agrees to pay for the cost of refuelling the Plant and Equipment if it is not returned fully fuelled.

- 13.4 If the Hirer fails to return the equipment by the agreed time without prior written extension, daily hire fees will continue to accrue until the return is complete. A late return fee may also apply (as mentioned in Section 4.2)

- 13.5 The Hirer agrees to return the Plant and Equipment to the Owner on or before the end of the Hire Period and any failure to do so may constitute theft and could be reported to the police.

### **14. Force Majeure**

- 14.1 Subject to Clause 14.2, neither the Hirer or the Owner will be responsible for any delays in delivery, installation or collection of the Plant and Equipment due to causes beyond their control including, but not limited to, acts of god, war, terrorism, mobilisation, civil commotion, riots, embargos, orders or regulations of governments of any relevant jurisdiction, fires, floods, strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

- 14.2 Nothing in Clause 14.1 will limit or exclude the Hirer responsibilities and liabilities under the Hire Agreement for the Plant and Equipment that is lost, stolen, or damaged during the Hire Period, or has broken down or become unsafe to use as a result of the Hirer's conduct or negligence or breach of the Hire Agreement.

### **15. Variation**

- 15.1 If the Owner intends to amend the terms of the Hire Agreement, the Owner will give the Hirer 30 days written notice of the intended amendments. Any failure by the Hirer to dispute the amendments within 7 days notice means the Hirer accepts the amendments.

- 15.2 Any other variations to these terms and conditions will be agreed to in writing between the parties.

### **16. Security**

- 16.1 As security for the Hirer's obligations and liabilities under the Hire Agreement, the Hirer agrees to charge all of the Hirer's legal and equitable interest (both recent and future) of any nature, however held, in any and all real property.

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	6 of 7





16.2 The Hirer agrees to sign any documents and do all things reasonably required by the Owner to register a mortgage security or other instrument of security (including a caveat noting the Owner's interest) over any real property and if the Hirer fails to do so immediately, the Hirer irrevocably appoints any solicitor engaged by the Owner to sign and register such instruments of security.

16.3 The Hirer agrees to indemnify the Owner on an indemnity basis against all costs and expenses incurred by the Owner in connection with the preparation and registration of any such instrument of security.

#### **17. Uncontrolled Movement**

17.1 To prevent uncontrolled movement when Plant and Equipment is not in use, the Hirer will ensure that the Plant and Equipment is parked on level ground, Park Brake is activated with the attachments lowered firm to the ground and the wheel chocks (if supplied) installed to the front and rear side of any wheel to prevent uncontrolled movement.

#### **18. Non-Merger**

18.1 The covenants, agreements, warranties, responsibilities and obligations contained in the Hire Agreement will not merge or terminate upon the termination of the Hire Agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in full force and effect.

#### **19. Severance**

19.1 If any provision of the Hire Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, the Hire Agreement must be construed as if that provision or part of a provision has been severed from this agreement and the parties remain bound by all of the provisions remaining after the severance.

#### **20. Governing Law**

20.1 The Hire Agreement is governed by the laws of the State of Queensland and each party submits to the jurisdiction of the Courts of Queensland.

#### **21. Dispute Resolution**

21.1 Any dispute arising from this agreement shall first be referred to mediation before any legal proceedings are commenced.

DOCUMENT OWNER	VERSION	ISSUE DATE	REVIEW DATE	PAGE
Document Controller	1	June 2025	June 2026	7 of 7