

## Terms and Conditions

These Terms and Conditions govern the hire of equipment by the customer ("you", "your") from Ware Brothers Hire Pty Ltd ABN 45 671 638 225 ("we", "us", "our"). By placing an order, accepting delivery, or using our equipment, you agree to these terms.

1. Hire Agreement 1.1 All equipment remains the sole property of Ware Brothers Hire. 1.2 The hire period ("Hire Period") commences on the date specified in the hire agreement and ends when the equipment is returned in satisfactory condition. 1.3 Hire is subject to availability and confirmation by us in writing or electronically. 1.4 Ownership of the equipment does not transfer to you under any circumstances. 1.5 Equipment must be returned in a clean condition. Cleaning charges apply at \$100/hr (minimum 1 hour) if not returned cleaned. 1.6 Equipment must be returned with a full tank of diesel (where applicable). Additional charges will apply if not.
2. Hire Charges and Payment 2.1 Hire charges are outlined in your quotation or hire schedule. All prices are in AUD and include GST unless otherwise stated. 2.2 Payment is required prior to collection unless otherwise agreed in writing. 2.3 Additional charges apply for late returns, damage, cleaning, or loss. 2.4 A refundable security deposit may be required. 2.5 Failure to return the equipment on time may result in additional daily hire charges and recovery costs.
3. Delivery and Pickup 3.1 Delivery and pickup services are available at additional cost. 3.2 You are responsible for providing safe and clear access. 3.3 You assume responsibility for the equipment from the time of delivery or collection until it is returned.
4. Use and Operation 4.1 Equipment may only be used for its intended purpose and as per instructions provided or manufacturer guidelines. 4.2 Only persons holding a valid Australian driver's licence and not under the influence of drugs or alcohol may operate the equipment. 4.3 Equipment must not be sub-hired, loaned, modified, or relocated without our prior written consent. 4.4 You are responsible for daily checks, fluid levels, greasing, and wear inspections as per the manufacturer's manual.
5. Maintenance, Damage, and Loss 5.1 You are responsible for the safekeeping of all equipment during the hire period. 5.2 Any breakdowns or damage must be reported immediately. 5.3 You are liable for all loss, theft, or damage to the equipment (except fair wear and tear). 5.4 Repairs may only be carried out with our prior written consent and by a qualified technician. 5.5 You are liable for repair and maintenance costs during hire. 5.6 Excessive wear to tracks, tyres, bucket teeth, or augers is chargeable. All teeth must be returned intact.

6. Breakdowns and Faults 6.1 If the equipment fails through no fault of yours, we will repair or replace it as soon as reasonably practicable. 6.2 We are not liable for delays or losses unless due to our negligence.
7. Liability and Australian Consumer Law 7.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. 7.2 You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. 7.3 To the extent permitted by law, our liability is limited to replacement, re-supply, or refund of the hire fee. 7.4 You indemnify us against all claims, losses, damages, or injuries resulting from your use, operation, or storage of the equipment, except where caused by our negligence.
8. Insurance 8.1 You are responsible for insuring the equipment during the hire period. 8.2 Proof of insurance must be provided on request, especially for high-value or high-risk hires.
9. Termination and Repossession 9.1 We may terminate the hire immediately if you breach these terms or become insolvent. 9.2 Upon termination, all equipment must be returned immediately. 9.3 We may enter your premises to repossess the equipment and charge for related costs. 9.4 You may terminate with 1 day's written notice. We may still charge the full hire period.
10. Privacy 10.1 We collect and use your personal information in accordance with the Privacy Act 1988 (Cth). 10.2 Your data will not be shared unless required to provide services or comply with legal obligations. 10.3 By providing your licence details, you consent to Ware Brothers collecting and storing this information solely for the purpose of equipment hire identification and recordkeeping, in compliance with the Privacy Act 1988.
11. Governing Law These terms are governed by the laws of Queensland, Australia. Any disputes shall be resolved in the courts of that jurisdiction.
12. Dispute Resolution 12.1 Disputes must first be attempted to be resolved by negotiation. 12.2 If unresolved, the matter may proceed to mediation or arbitration. 12.3 Each party will share the costs equally unless decided otherwise by the arbitrator.
13. Acceptance By signing a hire agreement, taking possession of equipment, or confirming an order, you acknowledge and agree to these Terms and Conditions.