

JACOB EXCAVATIONS

Short-Term Public Hire Terms and Conditions

For casual, short-term plant, equipment, machinery, operator-assisted services and related transport/delivery services

Important use note

- This is a practical draft intended for short-term public/residential hire arrangements. It should be checked by a Victorian solicitor before use.
- The terms preserve non-excludable Australian Consumer Law rights and avoid relying on broad one-sided exclusions that may be unfair in standard form contracts.
- Use this document with a completed Hire Schedule that records the machine/equipment, hire period, site address, price, payment method and any security pre-authorisation.

Recommended short-term public hire controls

- **Prepayment: require the full estimated hire charge to be paid before commencement for any hire longer than 2 days. For 1-2 day hires, require payment before commencement unless you approve an account customer.** Why: avoids chasing small debts from one-off customers.
- **Credit card pre-authorisation/security: obtain a card pre-authorisation or refundable bond before release/commencement. Use a clear amount shown in the Hire Schedule, for example an estimated excess/damage/security amount rather than an open-ended authority.** Why: protects against late return, cleaning, minor damage, fuel, delivery/access delay and additional site costs.
- **Identity and site verification: collect photo ID, contact details, site address, access instructions and confirmation that the person accepting the terms is authorised.** Why: reduces disputes and improves recovery if the job changes or access is not available.
- **Underground services and access: require the Hirer to identify underground services, hazards, boundaries, easements, permits and access limits before machinery attends site.** Why: this is a major risk area for residential excavation work.
- **Upfront scope confirmation: require photos/plans for quote requests where possible, and state that extra work, unsuitable access, rock, contaminated soil, hidden services or changed scope may result in extra charges.** Why: keeps the quote fair and reduces arguments about "fixed price" expectations.

Hire Schedule

Complete this section for each booking. The completed Hire Schedule forms part of these Terms.

Hirer name / business	
Phone / email	
Site address	
Equipment / plant / services	
Hire start date and time	
Estimated finish / collection time	
Quoted charges / rates	
Prepayment / deposit / bond / card pre-authorisation	
Special site conditions / notes	

1. Application and acceptance

1.1 These Terms apply to short-term hire of plant, equipment, machinery, operator-assisted excavation services, attachments, transport, delivery, collection and related services supplied by Jacob Excavations to the Hirer.

1.2 The Hirer accepts these Terms by signing or electronically accepting the Hire Schedule, approving a quote, paying a deposit or hire charge, providing a credit card pre-authorisation, or allowing Jacob Excavations to commence work or release equipment.

1.3 If there is any inconsistency, the Hire Schedule and any written special conditions accepted by Jacob Excavations prevail over these Terms to the extent of the inconsistency.

2. Definitions

2.1 "Jacob Excavations", "we", "us" or "Owner" means Jacob Excavations and its authorised personnel, contractors and agents.

2.2 "Hirer", "you" or "customer" means the person, business or entity named in the Hire Schedule and any person who accepts the hire on their behalf.

2.3 "Equipment" means any plant, machinery, vehicle, attachment, accessory or item hired, supplied, delivered, operated or made available by Jacob Excavations.

2.4 "Hire Period" means the period from release, delivery, arrival on site or commencement of work until the Equipment is returned, collected or the work is completed, as applicable.

2.5 "Site" means the address or location where the Equipment or services are to be supplied or used.

3. Prices, payment and short-term hire controls

3.1 Unless otherwise agreed in writing, all short-term hires must be paid before the Hire Period commences. For hires longer than 2 days, Jacob Excavations may require payment in advance for the estimated hire charges, delivery/collection and other known charges.

3.2 Jacob Excavations may require a refundable security bond or credit card pre-authorisation before releasing Equipment or commencing work. The amount will be stated in the Hire Schedule or quote where practicable.

3.3 A pre-authorisation is not a final charge, but Jacob Excavations may charge or deduct amounts properly due under these Terms, including unpaid hire charges, extension charges, late return charges, cleaning, fuel, delivery/collection, damage, loss, waiting time and agreed extras.

3.4 Any card surcharge will not exceed the permitted cost of acceptance under applicable law. Any surcharge should be disclosed before payment where practicable.

3.5 If actual work, site conditions, access, waiting time, rock, contaminated soil, spoil volume, hidden services, traffic control, permits, delivery requirements or the Hirer's requested scope differ from the quote assumptions, Jacob Excavations may charge reasonable additional amounts.

3.6 Unless expressly stated, quotes are estimates based on information supplied by the Hirer and are valid for the period stated in the quote or, if no period is stated, 14 days.

4. Cancellation, postponement and site not ready

4.1 The Hirer must give as much notice as possible if the hire or job must be cancelled or postponed.

4.2 If the Hirer cancels after Jacob Excavations has allocated labour, transported Equipment, booked subcontractors or attended the Site, Jacob Excavations may charge reasonable costs incurred, including travel, mobilisation, delivery, waiting time and unrecoverable third-party costs.

4.3 If the Site is not ready, inaccessible, unsafe, unsuitable or materially different from the information supplied by the Hirer, Jacob Excavations may delay, refuse, suspend or cancel the hire or charge reasonable additional costs.

5. Hirer responsibilities before and during hire

5.1 The Hirer must ensure that accurate Site details, access details, ground conditions, slopes, overhead hazards, underground services, boundaries, easements, permits, soil/disposal requirements and other relevant conditions are disclosed before the hire commences.

5.2 The Hirer is responsible for obtaining any approvals, permits, consents, traffic management, parking permissions, access permissions and service location information required for the Site unless Jacob Excavations expressly agrees in writing to arrange them.

5.3 The Hirer must keep the Site reasonably safe, provide clear access, ensure bystanders and pets are kept away from work areas, and follow all reasonable safety instructions given by Jacob Excavations.

5.4 The Hirer must not direct Jacob Excavations to perform work that is unsafe, unlawful, outside the agreed scope or contrary to manufacturer or site safety requirements.

6. Use, care and restrictions

6.1 The Hirer must not sell, lend, sub-hire, relocate, modify, repair, tamper with or grant any interest in the Equipment without Jacob Excavations' written approval.

6.2 Where Equipment is supplied without an operator, the Hirer must ensure it is used only by competent persons, in accordance with instructions and laws, and only for the purpose for which it was hired.

6.3 The Hirer must immediately stop using Equipment and notify Jacob Excavations if it becomes unsafe, damaged, faulty or unsuitable.

6.4 The Hirer must not use Equipment in a way that is reckless, unlawful, overloaded, outside rated capacity, on unsuitable ground, near unmarked services, or contrary to reasonable instructions.

7. Delivery, collection, extension and return

7.1 Delivery and collection times are estimates unless expressly guaranteed in writing. Jacob Excavations will use reasonable efforts to meet agreed times but is not responsible for delays outside its reasonable control.

7.2 The Hirer must ensure safe and lawful access for delivery, collection and operation. Additional waiting time, failed delivery/collection or access-related delays may be charged at reasonable rates.

7.3 The Hirer must request any extension before the scheduled finish time. Extensions are subject to availability and may attract additional charges.

7.4 The Hirer remains responsible for Equipment until it is collected by Jacob Excavations or returned and accepted, unless Jacob Excavations caused the delay in collection.

8. Cleaning, fuel, consumables and condition

8.1 Equipment must be returned in substantially the same condition as supplied, fair wear and tear excepted.

8.2 Jacob Excavations may charge reasonable cleaning, refuelling, consumable, tyre/track, excessive wear, missing item or contamination charges where applicable and not already included in the hire price.

8.3 The Hirer should inspect the Equipment on delivery or commencement and promptly notify Jacob Excavations of any apparent issue. Photographs may be used to record condition.

9. Loss, damage and incidents

9.1 The Hirer must immediately notify Jacob Excavations of any accident, damage, theft, breakdown, bogging, rollover, injury, near miss, service strike, property damage or incident involving the Equipment or Site.

9.2 To the extent permitted by law, the Hirer is responsible for loss, theft, damage, cleaning, recovery, towing, refuelling and repair costs caused by misuse, breach of these Terms, unsafe directions, inaccurate Site information, hidden hazards not disclosed by the Hirer, negligent acts or omissions, or failure to keep the Equipment secure.

9.3 The Hirer must not admit liability, settle a claim, repair Equipment or arrange recovery without Jacob Excavations' consent unless immediate action is required to prevent injury, further damage or unlawful conduct.

9.4 Jacob Excavations may apply the bond or card pre-authorisation to amounts properly owing, but will provide a reasonable explanation or invoice for any amount charged.

10. Insurance and risk

10.1 Jacob Excavations may maintain insurance for its Equipment and business operations, but such insurance does not necessarily cover the Hirer, the Hirer's property, unauthorised use, misuse, excluded risks, excesses, downtime or all loss arising at the Site.

10.2 The Hirer is responsible for arranging any insurance the Hirer requires for their own property, project, Site, employees, contractors and third-party risks.

10.3 If an insurer accepts a claim, the Hirer remains responsible for any excess, uninsured loss or excluded amount to the extent caused by the Hirer's breach, negligence, misuse, unsafe direction or failure to disclose relevant Site conditions.

11. Underground services, structures and boundaries

11.1 Before excavation or ground disturbance, the Hirer must disclose and, where required, arrange location of underground services and structures, including electricity, gas, water, sewer, stormwater, communications, irrigation, tanks, footings, retaining walls, easements and boundaries.

11.2 Jacob Excavations may refuse or suspend work if underground services, boundaries or hazards are not adequately identified or if the work appears unsafe.

11.3 The Hirer is responsible for loss or damage caused by inaccurate, incomplete or missing Site information supplied by the Hirer, except to the extent caused by Jacob Excavations' failure to exercise due care and skill.

12. Australian Consumer Law and liability

12.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or any other applicable law.

12.2 Where Jacob Excavations supplies services, it will use due care and skill and will provide services within a reasonable time where no time is agreed, subject to Site conditions and matters outside its reasonable control.

12.3 To the extent permitted by law, Jacob Excavations is not liable for indirect, consequential, special or economic loss, loss of profit, loss of opportunity or delay costs, except where such loss arises from Jacob Excavations' negligence, wilful misconduct, breach of non-excludable legal duty or breach of applicable consumer guarantees.

12.4 Any limitation of liability in these Terms applies only to the extent permitted by law and does not apply to liability that cannot lawfully be limited.

13. Privacy and payment authority

13.1 Jacob Excavations may collect personal information including name, contact details, Site address, payment details and identity information for quoting, hire administration, payment, safety, debt recovery, insurance and legal compliance purposes.

13.2 The Hirer authorises Jacob Excavations and its payment provider to process agreed payments, pre-authorisations, deposits, refunds and amounts properly payable under these Terms.

13.3 Jacob Excavations should not record full card numbers in this document. Card details should be handled through a secure payment provider where possible.

14. Disputes

14.1 The parties must first attempt to resolve any dispute by prompt communication and by providing relevant photographs, invoices, Site information and other documents.

14.2 The Hirer must notify Jacob Excavations of any complaint as soon as reasonably practicable and give Jacob Excavations a reasonable opportunity to inspect and remedy any issue where appropriate.

14.3 The parties may seek assistance from Consumer Affairs Victoria, a court, tribunal or another appropriate dispute resolution body where the dispute cannot be resolved informally.

15. General

15.1 These Terms are governed by the laws of Victoria, Australia.

15.2 If any part of these Terms is invalid or unenforceable, the remaining terms continue to apply to the extent permitted by law.

15.3 Jacob Excavations may refuse, suspend or terminate a hire where reasonably necessary for safety, non-payment, unlawful conduct, site unsuitability, non-compliance with these Terms or risk of loss or damage.

Acceptance

Hirer name	
Signature	
Date	
Card pre-authorisation / bond amount	\$
Jacob Excavations representative	

Internal checklist for short-term public hires

This page is intended for Jacob Excavations staff. Remove it before sending if you do not want the customer to see internal procedures.

- ☐ Confirm customer name, phone, email and Site address.
- ☐ Confirm whether customer is consumer, sole trader, company, builder or repeat account customer.
- ☐ Confirm full quote/rate, minimum charge, GST status, delivery/collection, operator, attachments and likely extras.
- ☐ Take full prepayment for hires over 2 days unless management approves credit terms.
- ☐ Take card pre-authorisation or bond amount shown in Hire Schedule before release/attendance.
- ☐ Confirm access width/height, slopes, overhead obstructions, parking, delivery area and turning space.
- ☐ Ask about underground services, Dial Before You Dig/plans, irrigation, septic/tanks, easements, boundaries and retaining walls.
- ☐ Request photos/plans for residential jobs where possible.
- ☐ Send booking confirmation with these Terms attached and obtain written/electronic acceptance.
- ☐ Photograph equipment condition before and after hire where applicable.
- ☐ After completion, invoice extras promptly and release/refund bond or unused pre-authorisation balance as soon as practicable.