

JACOB EXCAVATIONS

Terms and Conditions of Hire

Review notes and key improvements made

- Converted the photographed terms into clear, plain-English clauses with consistent numbering and defined terms.
- Clarified that the arrangement is for equipment hire / wet hire with operator unless otherwise agreed.
- Added fairer payment, invoice dispute and overdue-payment provisions.
- Added practical site responsibilities: access, ground conditions, underground services, permits, traffic control and safety directions.
- Improved the damage, breakdown, insurance and indemnity clauses so they do not attempt to exclude liability for Jacob Excavations' own negligence or non-excludable rights under Australian law.
- Added cancellation/standby, weather/safety suspension, GST, privacy and governing law provisions.
- Included a copy of the transcribed original document in Appendix A for traceability.

Revised Terms and Conditions of Hire

1. Parties and engagement

1.1 These Terms and Conditions of Hire apply to the hire of plant, machinery, equipment, operators and related excavation or earthmoving services supplied by Jacob Excavations to the Hirer.

1.2 By requesting a quote, accepting a quote, booking equipment, allowing work to commence, or otherwise using Jacob Excavations' services, the Hirer accepts these Terms unless Jacob Excavations agrees otherwise in writing.

1.3 In these Terms, "Jacob Excavations" means Jacob Excavations and its employees, contractors, agents and authorised representatives. "Hirer" means the person, company or entity requesting or receiving the hire or services. "Plant" means any machine, equipment, attachment, truck, tool or related item supplied by Jacob Excavations.

2. Quotes, scope and operating hours

2.1 Any quote is based on the information supplied by the Hirer, including the work required, site location, access, ground conditions, services, materials, timing and any special requirements.

2.2 Unless stated otherwise in writing, quoted hourly rates apply only during normal operating hours, being 7.00 am to 5.00 pm Monday to Friday, excluding public holidays, Sundays and night works.

2.3 Work outside normal operating hours, urgent work, weekend work, public holiday work, night work, restricted-access work or work requiring special conditions may attract additional charges.

2.4 Jacob Excavations may charge for travel, mobilisation, demobilisation, waiting time, standby time, float/transport costs, tip fees, disposal charges, permits, materials, attachments and any other agreed or reasonably necessary project costs.

2.5 If site conditions or the work required differ from the information provided by the Hirer, Jacob Excavations may vary the price, suspend the work, or decline to continue if it is unsafe or commercially unreasonable to proceed.

3. Payment terms

3.1 The Hirer must pay all invoices in full, without set-off or deduction, within 30 days from the invoice date unless a different payment term is agreed in writing.

3.2 The Hirer must pay the agreed hourly rate, minimum hire period, call-out fee, travel time, mobilisation costs and all other charges set out in the quote or otherwise reasonably incurred in carrying out the work.

3.3 The Hirer must also pay any additional wages, allowances, penalty rates, site allowances, award or statutory costs, subcontractor costs or compliance costs incurred because of the Hirer's requirements, site requirements or special working conditions.

3.4 If an invoice is not paid on time, Jacob Excavations may suspend further work, cancel future bookings, recover reasonable debt recovery costs and charge interest on overdue amounts where permitted by law.

3.5 All prices are exclusive of GST unless expressly stated otherwise. GST will be added where applicable.

4. Site information, access and Hirer responsibilities

4.1 The Hirer must provide accurate and complete information about the site and work, including access restrictions, ground conditions, gradients, overhead obstructions, underground services, materials to be handled, dimensions, weights, hazards and any relevant plans or engineering information.

4.2 The Hirer is responsible for ensuring that the site is ready, accessible and safe for the Plant and operators, including suitable access for trucks, trailers and machinery.

4.3 The Hirer must identify, mark and protect all underground and overhead services before work commences, including water, gas, electricity, telecommunications, drainage, sewer, irrigation and private services. Dial Before You Dig / Before You Dig Australia information should be obtained where relevant.

4.4 The Hirer is responsible for obtaining any permits, traffic management, council approvals, owner approvals, engineering approvals or other permissions required for the work unless Jacob Excavations has expressly agreed in writing to arrange them.

4.5 The Hirer must ensure that children, visitors, pets, unauthorised persons and other contractors are kept clear of the work area unless authorised and safe to enter.

5. Operation of plant and safety

5.1 Unless Jacob Excavations expressly agrees otherwise, Plant is supplied with Jacob Excavations' operator and must not be operated by the Hirer or any other person.

5.2 Jacob Excavations may refuse to perform any work, suspend work, or remove Plant from site if the operator reasonably considers the work or site to be unsafe, unsuitable, unlawful or likely to damage Plant, property or persons.

5.3 The Hirer must comply with all reasonable safety directions given by Jacob Excavations and must not direct an operator to perform unsafe, unlawful or unsuitable work.

5.4 Weather, ground instability, unsuitable access, contamination, unknown services, excessive slope, poor visibility or other unsafe conditions may result in delays, suspension or cancellation. Charges may still apply for time spent travelling, waiting, attending site or standing by.

6. Damage, breakdown and unsuitable conditions

6.1 The Hirer is responsible for loss, damage, cost or delay caused by inaccurate information, unsuitable site conditions, unsafe directions, unidentified services, overloaded or unsuitable materials, blocked access, contamination or any act or omission of the Hirer or persons under the Hirer's control.

6.2 The Hirer must pay for damage to Plant, attachments or equipment during the hire period except to the extent caused by fair wear and tear, Jacob Excavations' negligence or a pre-existing defect not caused or contributed to by the Hirer.

6.3 Jacob Excavations is not liable for delay, loss or additional cost caused by breakdown, weather, safety concerns, site conditions, traffic, third-party delay or events outside Jacob Excavations' reasonable control, except to the extent required by law.

6.4 If the Plant breaks down due to a defect not caused by the Hirer, Jacob Excavations will take reasonable steps to repair, replace or reschedule the Plant. The Hirer remains liable for completed work and reasonable costs already incurred.

7. Insurance

7.1 Jacob Excavations will maintain insurance for its own business operations as required or considered appropriate by Jacob Excavations.

7.2 Jacob Excavations does not arrange insurance for the Hirer's goods, property, works, materials, site, structures or project unless expressly agreed in writing.

7.3 If the Hirer requires Jacob Excavations to arrange any additional insurance, this must be requested in writing before work commences. Jacob Excavations may decline to arrange such insurance or may require the Hirer to pay all related premiums, excesses and costs.

8. Indemnity and limitation of liability

8.1 To the extent permitted by law, the Hirer indemnifies Jacob Excavations against claims, loss, damage, injury, liability, cost or expense arising from the Hirer's breach of these Terms, inaccurate information, unsafe directions, site conditions, unidentified services, access issues, permits or approvals, or the acts or omissions of the Hirer or persons under the Hirer's control.

8.2 The Hirer is not required to indemnify Jacob Excavations to the extent the loss, damage, injury or claim is caused by Jacob Excavations' negligence, wilful misconduct or breach of law.

8.3 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, restricted or modified, including rights under the Australian Consumer Law where applicable.

8.4 Subject to clause 8.3 and to the extent permitted by law, Jacob Excavations is not liable for indirect, consequential, special or economic loss, including loss of profit, loss of opportunity, project delay, holding costs or loss of use, except to the extent caused by Jacob Excavations' negligence or breach of law.

9. Cancellations, delays and variations

9.1 The Hirer must notify Jacob Excavations as soon as possible if work is to be cancelled, delayed, rescheduled or changed.

9.2 Jacob Excavations may charge reasonable cancellation, travel, mobilisation, waiting or standby costs where a booking is cancelled or delayed after Plant, operators or subcontractors have been allocated or dispatched.

9.3 Any variation to the work, site requirements, materials, access, timing or project scope may result in additional charges.

10. Disputes and invoice queries

10.1 The Hirer must notify Jacob Excavations in writing of any dispute about the work, an invoice, damage or an incident within 7 days after becoming aware of the issue.

10.2 The notice must include reasonable details of the issue, the date, location, persons involved and any supporting photographs, documents or other evidence.

10.3 The Hirer must still pay any undisputed portion of an invoice by the due date.

10.4 The parties must act reasonably and attempt to resolve any dispute promptly and in good faith.

11. Privacy and communications

11.1 Jacob Excavations may collect and use the Hirer's contact details, site information and project information for quoting, scheduling, performing work, invoicing, record keeping and responding to enquiries.

11.2 Jacob Excavations may contact the Hirer by phone, SMS or email about quotes, bookings, site attendance, invoices and related business matters.

12. Governing law

12.1 These Terms are governed by the laws of Victoria, Australia. The parties submit to the courts and tribunals with jurisdiction in Victoria.

Acknowledgement / acceptance

The Hirer acknowledges that they have read and accepted these Terms and Conditions of Hire.

Hirer name:

Signature:

Date:

Project / site: