

DIGR Hire Terms and Conditions (Queensland) – 2026

info@digr.au | www.digr.au

These Terms and Conditions apply to all hire of equipment by the Owner to the Hirer. They are designed for use in Queensland and include mandatory consumer law disclosures. Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.

1. Parties and Key Details

1.1 Owner: JRNEE Family Trust (ABN 66 807 480 886) trading as DIGR Machinery Hire (Owner).

1.2 Hirer: The person or entity identified in the Hire Order (Hirer).

1.3 Equipment: The items described in the Hire Order, including attachments and accessories (Equipment).

1.4 Site: The address where the Equipment will be used or stored (Site).

1.5 Hire Period: From delivery/collection until off-hire under clause 6 (Hire Period).

1.6 Contact: Off-hire and incident notifications: info@digr.au

2. Australian Consumer Law (ACL) – Important

2.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantees or rights the Hirer may have under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law).

2.2 Where the Hirer is a consumer or small business protected by the ACL and a consumer guarantee applies, the Owner's liability is limited to the remedies permitted by the ACL (for services: re-supply or the cost of re-supply; for goods: repair, replacement or refund), unless it is not fair or lawful to limit it.

3. Definitions

3.1 Business Day means a day other than a Saturday, Sunday or public holiday in Queensland.

3.2 Fair Wear and Tear means deterioration consistent with normal, prudent use as intended by the manufacturer, excluding impact, collision, roll over, immersion, incorrect fuel, contamination, misuse, overloading, failure to maintain fluid levels, or damage to tyres/tracks beyond ordinary tread wear.

3.3 Off Hire means the process in clause 6 by which the Hirer ends the Hire Period.

4. Application of Terms and Order of Precedence

4.1 These Terms prevail over the Hirer's terms unless the Owner agrees in writing.

4.2 A Hire Order forms a separate contract incorporating these Terms.

5. Delivery, Collection, Title and Risk

5.1 Title: Title to the Equipment always remains with the Owner.

5.2 Delivery/Collection: If requested, the Owner will deliver/collect at the Hirer's cost (see Fee Schedule). The Hirer must provide safe, timely access.

5.3 Risk: Risk of loss or damage passes to the Hirer on delivery/collection by the Hirer and remains until Off Hire is completed under clause 6 and, if collection is required, the Owner has collected the Equipment.

5.4 Security and storage: The Hirer must keep the Equipment secure and protected from theft, vandalism and weather, and store it on a stable hardstand when not in use.

6. Hire Period, Off Hire and Condition on Return

6.1 Hire Period: Commences when the Equipment is delivered to the Site or collected by the Hirer and ends when Off Hire is effected under this clause.

6.2 Off Hire request: The Hirer may request Off Hire by phone/SMS/email. Off Hire takes effect when the Owner issues an Off Hire reference number.

6.3 Hirer obligations on Off Hire: (a) place the Equipment in a safe, secure and accessible location; (b) provide date-stamped photos evidencing condition and location; (c) ensure reasonable access during business hours. Risk remains with the Hirer until collection is completed if collection is required.

6.4 Condition on return: The Equipment must be returned clean, with fuel at least at the level supplied, and otherwise in good working order having regard to Fair Wear and Tear. Cleaning, refuelling and repair charges may apply (Fee Schedule).

7. Use of Equipment

7.1 Competent use: The Equipment must be used in a skilful, lawful and safe manner, for its intended purpose and within rated capacity, by competent and (where required by law) licensed operators.

7.2 Instructions: The Hirer must comply with manufacturer instructions, safety warnings and the Owner's directions. No modifications or attachments without the Owner's written consent.



7.3 Transport and tie down: The Hirer is responsible for compliant loading, securing, and transport, unless the Owner performs these services.

7.4 Location: The Equipment must remain at the Site unless the Owner approves relocation in writing.

8. Maintenance, Daily Checks and Consumables

8.1 The Hirer must perform daily pre-start checks, keep fluids within specifications, cease operation if warning indicators activate, and notify the Owner immediately of defects.

8.2 The Hirer supplies fuel, grease and consumables at its cost. Tyres/tracks are the Hirer's responsibility unless damage is solely due to Fair Wear and Tear.

8.3 The Owner may attend the Site to inspect or service the Equipment at reasonable times.

9. Breakdown and Owner Remedies

9.1 If the Equipment becomes unsafe or in disrepair, the Hirer must immediately stop using it and notify the Owner. The Hirer must not attempt repairs without approval.

9.2 If due to Fair Wear and Tear, the Owner will within a reasonable time repair, replace with similar equipment, or adjust charges for the affected period. The Owner is not liable for indirect loss.

9.3 If due to misuse, negligence, overloading, incorrect fuel or failure to maintain, the Hirer is liable for repair/ replacement costs and hire charges continue until the Equipment is repaired or replaced.

10. Loss, Theft and Damage

10.1 The Hirer is responsible for loss, theft or damage (beyond Fair Wear and Tear) while at the Hirer's risk. In case of theft, the Hirer must report to Queensland Police and provide an event number within 24 hours.

10.2 The Hirer must cooperate with the Owner's insurer/ investigators and provide requested information and photographs.

11. Charges and Fee Basis

11.1 Hire is calculated on a time-out basis: one day is up to 24 hours from delivery/collection. Minimum hire and overtime/usage limits (e.g., 8 engine hours/day) may apply as specified in the Hire Order.

11.2 Additional fees may apply, including delivery/ collection, cleaning, refuelling, after-hours call outs, waiting time and damage administration, as set out in the Fee Schedule.

12. Payment, Bond and Card Authority

12.1 Unless the Owner provides credit terms, all charges (including bond and estimated delivery/collection) are payable before delivery.

12.2 The Owner may require a security deposit/bond and may apply it against any unpaid charges or damage. Any balance will be refunded after final inspection.

12.3 The Hirer authorises the Owner to charge any card provided for amounts due under these Terms and to issue an itemised statement.

12.4 Late payment: Interest may be charged on overdue amounts at up to 10% per annum (or the maximum permitted by law if lower). The Hirer is liable for reasonable costs of collection.

13. Personal Property Securities Act (PPSA) – Security Interest

13.1 The Hirer acknowledges that these Terms create a security interest in the Equipment and its proceeds in favour of the Owner and consents to registration on the Personal Property Securities Register (PPSR).

13.2 The Hirer must do all things reasonably required to enable the Owner to perfect and maintain its security interest, and must not grant any security interest in the Equipment to any third party.

13.3 To the extent permitted by the PPSA, the Hirer waives rights to receive certain notices and statements and agrees that sections relating to enforcement remedies may apply on default.

14. Site Conditions, Underground and Overhead Services

14.1 The Hirer is responsible for identifying and protecting underground and overhead services at the Site, including by lodging a Before You Dig Australia (BYDA) enquiry, obtaining plans and permits, potholing where appropriate, and following any no-go zone guidance.

14.2 The Owner is not responsible for Site conditions and is not liable for damage to services or property caused by works at the Site. The Hirer indemnifies the Owner for such losses except to the extent caused by the Owner's negligence or breach.

15. Work Health and Safety

15.1 Each party must comply with applicable work health and safety laws and take reasonably practicable steps to ensure safe use, storage and transport of the Equipment.

16. Privacy and Telematics/GPS

16.1 The Owner may collect personal information for account management, credit checks, theft prevention and recovery, and to administer the hire. Where the Privacy Act 1988 (Cth) applies, the Owner will handle personal information in accordance with the Australian Privacy Principles.

16.2 The Equipment may include GPS or telematics. The Hirer consents to collection of location and usage data for servicing, billing, safety, and recovery. If the Hirer provides another operator, the Hirer must ensure they are notified of this tracking.



17. Indemnity and Limitation of Liability

17.1 Subject to clause 2 and to the extent permitted by law, the Hirer indemnifies the Owner for losses arising from the Hirer's breach of these Terms, misuse or unlawful use of the Equipment, failure to secure the Equipment, or damage to property or injury to persons caused by the Hirer, except to the extent caused by the Owner's negligence or breach.

17.2 Subject to clause 2, the Owner is not liable for indirect or consequential loss (including loss of profit or productivity).

18. Termination and Repossession

18.1 The Owner may terminate the hire and recover the Equipment if the Hirer breaches these Terms, becomes insolvent, or the Owner reasonably believes the Equipment is at risk. The Hirer authorises entry to the Site for repossession at reasonable times.

19. Stand Down Policy

19.1 Stand down rates may be available at the Owner's discretion where (a) extreme weather makes safe operation impossible; (b) breakdown not caused by the Hirer; or (c) access is prevented by third parties. The Hirer must notify the Owner on the day and provide reasonable evidence. A reduced daily rate (e.g., 50%) may apply from the time the Owner confirms stand down.

20. Force Majeure

20.1 Neither party is liable for delay or failure to perform due to events beyond its reasonable control (excluding payment obligations). The affected party must use reasonable efforts to mitigate and resume performance.

21. General

21.1 Assignment: The Hirer must not assign, transfer, sublease or loan the Equipment without the Owner's written consent. The Owner may assign its rights on notice.

21.2 Notices: May be sent by email, SMS or post to the details in the Hire Order and are taken to be received when sent (email/SMS) or 3 Business Days after posting.

21.3 Severability: If a provision is invalid or unenforceable, it is severed and the remainder continues in force.

21.4 Waiver: A waiver must be in writing and is effective only for the specific instance.

22. Governing Law and Jurisdiction

22.1 These Terms are governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

Schedule 1 – Fee Schedule

Fee Item — Amount/How Calculated

Delivery (metro/local) — \$25 per trip

Collection (metro/local) — \$25 per trip

Cleaning — \$60 per unit

Refuelling — \$2.40 per litre + \$20 Admin Fee

If you have any questions, feel free to contact us:

info@digr.au | 0409 440 679