

TIMECH HIRE — WEBSITE TERMS OF USE

Last updated: 24 July 2026

1. ABOUT THESE TERMS

These Terms of Use govern your access to and use of the Timech Hire website and online booking system (the "Site"), operated by Timech Hire ("we", "us", "our"), a dry-hire equipment rental business based in Glen Forrest, Western Australia. By accessing or using the Site, you agree to these Terms of Use. If you do not agree, please do not use the Site.

2. RELATIONSHIP TO THE TERMS OF HIRE

These Terms of Use cover your use of the Site itself. The hire of equipment is governed by our separate Terms of Hire, which you accept at checkout when making a booking; the version of the Terms of Hire you accept, and the time of your acceptance, are recorded and form the binding hire agreement. If there is any inconsistency between these Terms of Use and the Terms of Hire in relation to an equipment hire, the Terms of Hire prevail.

3. ACCOUNTS AND SIGN-IN

You sign in to the Site using a one-time code sent to your email address; no password is created or stored. You are responsible for maintaining the security of the email account you use to sign in, and for activity that occurs under your account, except to the extent it results from our failure to take reasonable security measures. Notify us promptly at the contact address below if you believe your account has been accessed without your authority. You must provide information that is true, accurate, and complete — including your name, contact details, delivery address, and driver-licence number — and keep it up to date. To place a booking you must be at least 21 years of age and legally capable of entering into a binding contract.

4. ACCEPTABLE USE

You agree not to:

- use the Site for any unlawful purpose, or in a way that breaches any applicable law or regulation;
- make false, fraudulent, or speculative bookings, or use payment details you are not authorised to use;
- impersonate another person or misrepresent your identity, age, or eligibility to hire;
- interfere with or disrupt the Site, its servers, or its security features, or attempt to gain unauthorised access to any part of the Site, other accounts, or our systems;
- scrape, harvest, or systematically extract data from the Site, or use automated tools to access it, other than ordinary search-engine indexing and AI-assistant retrieval of publicly available pages; and
- upload content that is unlawful, offensive, defamatory, infringing, or that contains malicious code.

We may suspend or cancel your account, and refuse future service, if you breach these Terms of Use. Any effect on a confirmed booking — including cancellation and refunds — is handled under the Terms of Hire and your rights under the Australian Consumer Law.

5. BOOKINGS, PRICING, AND AVAILABILITY

All bookings are subject to equipment availability, the booking rules displayed on the Site (including the rolling booking window and minimum lead time), and acceptance of the Terms of Hire. Prices shown on the Site are in Australian dollars and are calculated live at the time you book; the price presented at checkout is the price for the hire as configured at booking. Additional amounts can still arise afterwards where the Terms of Hire provide for them — for example post-booking add-ons you purchase, damage excess, or holdover charges. General pricing, specifications, and content elsewhere on the Site are indicative and may change without notice. If a genuine error occurs on the Site (for example, an obviously incorrect price caused by a technical fault), we may cancel an affected booking and will refund in full any amount you have paid for it.

Information on the Site about equipment capabilities and suitability is general in nature. You are responsible for judging whether equipment suits your site and task; if in doubt, contact us before booking and we will help you assess the fit.

6. CONTENT YOU SUBMIT

The Site allows you to submit content such as delivery-point photos, condition and damage reports, notes, enquiries, and post-hire reviews. You retain ownership of your content, but grant us a non-exclusive, royalty-free licence to use, store, and reproduce it for the purposes of operating the business, including hire administration and dispute resolution. By submitting a review you consent to its publication on the Site; we will ask separately before using a review in other marketing. You must only submit content that is accurate, that you have the right to share, and that does not infringe anyone else's rights. We may decline to publish, or may remove, submitted content acting reasonably — for example where it is inaccurate, offensive, or infringing.

7. INTELLECTUAL PROPERTY

The Site and its content — including text, images, branding, page design, and underlying software — are owned by or licensed to us and are protected by intellectual property laws. You may view, download, and print pages from the Site for your personal use or to make and manage a hire, but you must not otherwise reproduce, modify, distribute, or commercially exploit any part of the Site without our written permission. Third-party trade marks (including equipment manufacturers' names and logos) belong to their respective owners and are used for identification only.

8. THIRD-PARTY SERVICES AND LINKS

The Site uses third-party services to operate — including Stripe for payment processing, Google services for address validation, and Amazon Web Services for hosting — and may link to external websites. Those services and websites are governed by their own terms and privacy policies, and we are not responsible for their content or practices.

9. AUSTRALIAN CONSUMER LAW AND LIABILITY

Nothing in these Terms of Use excludes, restricts, or modifies any consumer guarantee, right, or remedy you have under the Australian Consumer Law or any other law that cannot lawfully be excluded. Subject to that:

- the Site is provided on an "as is" and "as available" basis, and we do not guarantee that it will be uninterrupted, error-free, or free of harmful components;

- we are not liable for loss caused by events outside our reasonable control, including internet or third-party service outages; and
- to the extent permitted by law, we exclude liability for indirect or consequential loss arising from your use of the Site, and our total liability in connection with the Site is limited to resupplying the relevant service or the cost of resupplying it.

Liability in connection with an equipment hire itself is addressed in the Terms of Hire, not this document.

10. SITE AVAILABILITY AND CHANGES

We may change, suspend, or discontinue any part of the Site at any time, including features, content, and the equipment offered. We will take reasonable steps to notify you of changes that affect existing bookings, and any such changes are handled under the Terms of Hire.

11. PRIVACY

Our collection and handling of your personal information through the Site is described in our Privacy Policy, available on the Site. By using the Site you acknowledge that policy.

12. CHANGES TO THESE TERMS

We may update these Terms of Use from time to time. The current version, with its "last updated" date, will always be available on the Site, and significant changes will be highlighted. Where a change materially affects account holders, we will take reasonable steps to bring it to your attention (for example by email or a notice on the Site). Your continued use of the Site after a change takes effect constitutes acceptance of the updated terms. Changes do not affect the Terms of Hire version already accepted for an existing booking.

13. GOVERNING LAW

These Terms of Use are governed by the laws of Western Australia, and you submit to the non-exclusive jurisdiction of the courts operating in Western Australia.

14. CONTACT US

Timech Hire • Glen Forrest, Western Australia • Email: contact@timech.com.au