

Lifted Hire

Legal Disclaimer

Last updated: June 2026

Lifted Hire ("we", "us", "our") refers to Lifted Hire Pty Ltd, the entity operating this business.

1. General

This Legal Disclaimer applies to all equipment hire services provided by Lifted Hire, including scissor lift hire, elevated work platform (EWP) hire, scaffold hire, and related services, whether provided at Boat Works (Coomera) or other locations. By hiring equipment from Lifted Hire, the hirer agrees to the terms of this Disclaimer.

2. Operator Responsibility

Lifted Hire provides equipment on a self-operated basis unless otherwise agreed in writing. The hirer accepts full responsibility for ensuring that equipment is operated only by persons who meet the relevant competency requirement for the class of equipment hired:

- a. for scissor lifts: have received an operational briefing from Lifted Hire at the commencement of the hire period and are deemed competent to operate the equipment safely; or
- b. for boom-type elevated work platforms (if applicable): hold a current and valid High Risk Work Licence (EWP, Class WP or equivalent) as required under the Work Health and Safety Regulation 2011 (Qld).

Lifted Hire is not liable for any injury, loss, or damage arising from the operation of equipment by a person who has not received the required briefing or is otherwise not competent to operate it.

3. Limitation of Liability

Lifted Hire will maintain equipment in safe and serviceable working condition. However, Lifted Hire's total liability for any claim arising from the provision of hire services is limited to the value of the hire fee paid for the relevant hire period, except to the extent that liability cannot be excluded under Australian Consumer Law.

Lifted Hire is not liable for:

- injury, death, or property damage arising from unsafe operation of equipment by the hirer or their personnel;
- damage caused by the operation of equipment on unsuitable ground or in inappropriate conditions;
- equipment malfunction arising from damage, misuse, or unauthorised modification by the hirer;
- consequential or economic loss of any kind, including loss of productivity, income, or contract; or
- delays or inability to fulfil bookings caused by events outside Lifted Hire's reasonable control.

4. Pre-Start Inspection

All Lifted Hire equipment is subject to pre-start inspection by the operator before each use. By commencing use, the hirer acknowledges that the equipment was in satisfactory working condition at the commencement of the hire period. Any concerns identified during pre-start inspection must be reported to Lifted Hire before use. Lifted Hire is not liable for any loss arising from the hirer's failure to conduct or report the results of a pre-start inspection.

5. Site Suitability

The hirer is responsible for assessing and confirming that the site is suitable for the type and size of equipment hired, including ground bearing capacity, overhead clearances, proximity to electrical hazards, and compliance with Boat Works or other facility requirements. Lifted Hire accepts no responsibility for damage, injury, or operational failure arising from site conditions not disclosed to or assessed by Lifted Hire prior to deployment.

6. Exclusion Zones and Third Parties

The hirer is responsible for establishing appropriate exclusion zones around elevated work areas to protect third parties. Lifted Hire is not liable for injury or damage to third parties arising from the hirer's failure to establish or maintain adequate exclusion zones.

7. Insurance

Hirers are strongly advised to maintain appropriate public liability insurance and workers' compensation insurance for all operations involving Lifted Hire equipment. Lifted Hire maintains its own public liability insurance. The existence of Lifted Hire's insurance does not limit the hirer's responsibility for losses caused by their own negligence or breach of hire terms.

8. Consumer Guarantees

Nothing in this Disclaimer excludes any guarantee available to consumers under the Australian Consumer Law (Schedule 2, Competition and Consumer Act 2010 (Cth)). Where a consumer guarantee applies, Lifted Hire's liability is limited to re-supply of the service or the cost of re-supply.

9. Website Information

Information on www.liftedhire.com.au is for general informational purposes only. Equipment specifications, availability, and pricing are subject to change without notice.

10. Governing Law

This Disclaimer is governed by the laws of Queensland, Australia. Disputes are subject to the exclusive jurisdiction of the courts of Queensland, Australia.

11. Contact Us

Lifted Hire

Email: info@liftedhire.com.au

Phone: [Phone Number]

Address: Boat Works, Coomera, Queensland 4209, Australia

Website: www.liftedhire.com.au