

## **Hire Terms & Conditions**

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Hirer leases the Equipment from Wheelchair Sales Indesign on the following Terms:

### **AGREEMENT**

BETWEEN:

Wheelchair Sales Indesign 13/2 Ash Rd, Prestons NSW 2170 (the "Owner")

-AND-

(the "Hirer")

(the Owner and the Hirer are collectively the "Parties")

### **Definitions**

The following definitions are used but not otherwise defined in this Agreement:

"Casualty Value" means the marked value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have at the end of the Term but for Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.

"Equipment" means the product(s) which has an approximate value as stated in the current price list.

"Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

"Hirer" means the person who obtains or has obtained possession of goods from an owner under a hire-purchase agreement and includes a person to whom the hirer's rights or liabilities under the agreement have passed by assignment or by operation of law.

### **Lease**

The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the Terms set out in this Agreement.

## **Rent**

The rent will be paid in advance until the product is returned to the Owner.

## **USE OF HIRED EQUIPMENT**

Rental equipment shall be used only for the purpose for which it is designed and intended. Rented equipment is for personal use only and only to be used as described when entering this hire agreement.

The user confirms that satisfactory instruction in how to use and operate the rental equipment has been provided.

Equipment has been thoroughly examined. It is in working condition and suits the purpose for which it is hired for. If the rental equipment does not suit or is not in working condition, the hirer **MUST** inform Wheelchair Sales Indesign by email or call within 24-48 hours following the receipt of the rental equipment or time of failure.

Repairs or modifications are not to be conducted on any rental equipment without prior authorisation in writing from Wheelchair Sales Indesign.

Wheelchair Sales Indesign reserve the right to cease a hire period and take possession of the equipment without notice should any of the following occur:

1. Hire payments are not made,
2. Rental Equipment is mistreated or used in an unsafe manner,
3. Any of the Wheelchair Sales Indesign 'Terms & Conditions of Hire' are breached in any way.

## **Repair and Maintenance of Equipment**

The Hirer will, at the Hirer's own expense, keep the Equipment in good appearance and condition, normal and reasonable wear and tear excepted.

If the Equipment is not in good repair, appearance, and condition when it is returned to the Owner, the Owner may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Owner will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Hirer written notice of and invoices for the said repairs. Upon receipt of such invoices, the Hirer will immediately reimburse the Owner for the actual expense of those repairs.

## **Warranties**

The Equipment will be in good working order and good condition upon delivery.

The Equipment is of merchantable quality and is fit for purpose.

### **Loss and Damage**

To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage or destruction of the Equipment from any and every cause.

If the Equipment is lost or damaged, the Hirer will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state or good appearance, and condition.

In the event of Total Loss of the Equipment, the Hirer will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point Ownership of the Equipment passes to the Hirer.

### **Ownership, Right to Lease**

The Equipment is the property of the Owner and will remain the property of the Owner.

The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

The Owner warrants that the Owner has the right to lease the Equipment according to this Agreement.

The Owner warrants that as long as no Event or Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Equipment or the Hirer's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

### **Insurance**

No insurance coverage for the Equipment is required under this Agreement. The owner encourages the hirer to take appropriate insurance coverage to cover any loss or damage.

### **Remedies**

On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies")

Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer.

Apply the deposit toward any amount owing to the Owner.

Commence legal proceeding to recover the Rent and other obligations accrued before and after the Event of Default. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking possession.

Terminate this Agreement immediately upon written notice of the Hirer.

Pursue any remedy available in law or equity.

### **Address of Notice**

Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Owner: Wheelchair Sales Indesign 13/2 Ash Rd , Prestons NSW 2170

All dollar amounts in the Agreement refer to Australian dollars, all payments required to be paid under this Agreement will be paid in Australian dollars unless the Parties agree otherwise.

### **DELIVERY AND COLLECTION**

It is understood and agreed that additional charges will apply for delivery and collection. These charges are listed on the Rental Equipment Quotation.

It is the hirer's (or representative of the hirer) responsibility to return the items to Wheelchair Sales Indesign or to call and request their collection. Hire charges will continue to apply until the items are returned, or a collection request is made.

Collection charges also apply.

### **RETURN OF HIRED EQUIPMENT**

All the equipment including all parts and accessories must be returned in good WORKING CONDITION, CLEAN and no additional changes to the APPEARANCE.

WORKING CONDITION means, working as per the condition at the time of hire, including any electrics, batteries, battery charges, and that the rental equipment continues to be suitable for use.

CLEANLINESS includes clean, free of stains, free of smoke and other odours, except than those noted at the time of hire.

APPEARANCE means, free of any new scratches, body damage, fabric tears etc. other than those noted at the time of hire.

The hirer (or representative of the hirer) understands and agrees that other than what would be considered as normal wear and tear, any damage arising from misuse or maltreatment, intentional or otherwise, caused while the equipment is hired, will be charged. At a minimum, the equipment bond may be forfeited to cover repairs, bodywork, sterilisation or stain removal/re-upholstery and, that at a maximum a charge for the purchase of equipment and any out-of-pocket expenses such as freight and loss of hire will be incurred.

Any security bond will be paid prior to the hire commencement date. It will be returned to the same account when the equipment is returned to Wheelchair Sales Indesign (subject to all terms and conditions being satisfied) within five business days of the return of the rental equipment. For the rental bond to be returned, the hirer must comply with all the terms and conditions outlined, including accurate completion of the Rental Return Form.

Depending on my financial institution, the return of the rental bond may take anywhere from five to ten business days before it is reflected on the bank statement.

## **DELIVERY AND COLLECTION**

Wheelchair Sales Indesign accepts no responsibility for any injury caused or sustained through use of items hired, trialled or loaned. All items must be returned in clean condition or a cleaning fee will be charged. Damage to Hire or Trial/Loan Equipment other than fair wear and tear will incur a cost. Hire Charges apply from the time the equipment is delivered/picked up, until Wheelchair Sales Indesign has been notified the hire equipment is no longer required.

## **LIMITATION OF LIABILITY**

Wheelchair Sales Indesign accepts no responsibility for any injury, damage or financial loss caused or sustained throughout the use of item/s hired. Wheelchair Sales Indesign shall be compensated for any actions arising from this agreement, including any costs or losses suffered by the hirer (and the hirer's representative).

## **ASSUMPTION OF RISK**

The Hirer understands and accepts that renting this Equipment exposes him/her to hazards and risk of personal injury to himself/herself or to others and loss of or

damage to property. The Hire chooses to use this Equipment despite these risks and hereby assumes all risk of injury to himself/herself and to others and loss of or damage to property arising out of renting this Equipment. The Hirer accepts full responsibility for any and all such damage or injury which may result.

#### Governing Law

This Agreement will be construed in accordance with and governed by the laws of NSW and the Parties submit to the exclusive jurisdiction of the Australian courts.

#### **SEVERABILITY**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### **General Terms**

By accepting product(s) on hire you are agreeing to the entire Agreement.

Time is of the essence in this Agreement.

This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party to this Agreement.

Neither Party will be liable in damages or have the right to Terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes, or floods and/or any other cause beyond the reasonable control of the Party whose performance was affected.