

# **SOUTH WEST MOBILITY ABN 87 477 247 151**

## **HIRING TERMS AND CONDITIONS**

### **1. Limitation of Liability**

- 1.1 The Borrower agrees to indemnify and keep indemnified the Lender from and against all costs, losses, damages and or claims made against the Lender arising or in any way connected to any accident or injuries to the Borrower or any other person, including property claims or expenses arising from or in connection with the hire or use of Equipment sold or hired to the Borrower.
- 1.2 For items hired such as crutches, or wheel chair, or mobility scooter, the Borrower will assume responsibility for the product(s) including all insurance liability. The borrower will be required to pay for the full replacement value of the hired item in the event that the item is stolen.
- 1.3 The liability of the Lender for a breach of a term or condition implied by the Australian Consumer Law shall be limited at the Lender's option to the replacement of the approved goods or the supply of equivalent approved goods or the payment of the cost of replacing the approved goods.

### **2. Term**

- 2.1 "Term" means the period starting from the pickup date and ending on the return date and as varied from time to time by agreement between the parties.
- 2.2 This agreement automatically extends beyond the initial rental period for a further 14 day period unless the Borrower notifies the Lender at which point a termination reference number will be quoted or applied.
- 2.3 The Lender may terminate this agreement and retake possession of the Equipment if the Borrower does not pay the rental on time or does not use and protect the Equipment as set out in clause 4 of this agreement.

### **3. Delivery of Equipment**

- 3.1 Equipment, such as walking frames, crutches, shower chairs, wheelchairs considered as general items can be delivered for a charge of \$40.00 or same day \$70.00 incgst. This includes delivery, installation and demonstration where needed. These hired items can be returned to our Smeaton Grange location, or a collection fee of \$20.00 incgst is available on acceptance. After 3.00pm the fee will increase to \$70.00 incgst. For weekend deliveries a premium of \$150.00 incgst will apply. All standard fees apply with the premium fees as additional.
- 3.2 In the event the Lender is not able to deliver the Equipment due to the Borrower not being present at the time of delivery during the stipulated 4 hour delivery window, the Lender reserves the right to charge a failed delivery fee equal to the stated delivery fee.
- 3.3 While many items will be shipped assembled and ready to use upon delivery, many will also arrive unassembled. This is especially true of larger or more complex items being delivered outside of the Sydney area.

### **4. Use of Equipment**

- 4.1 The Borrower must ensure the correct use and maintenance of the Equipment by undertaking instruction with the South West Mobility representative in the operation of the equipment. By accepting the Equipment, the Borrower warrants that it has received proper instructions in the use of the Equipment (and or it has been installed properly) and will rely on its own skill and care when using the Equipment. If the Borrower requires further assistance in relation to the use of the Equipment the Borrower must contact the Lender immediately. The Lender will not be responsible for injury or loss caused to the Borrower or any other person, as a result of the use of the Equipment once the Equipment is accepted by the Borrower. The Borrower shall be deemed to have accepted the Equipment on delivery and departure from the delivery site of the South West Mobility Hire

representative after (where applicable) any instruction has been given to the Borrower by the South West Mobility Hire representative.

- 4.2 The Borrower accepts full responsibility for the safety and good care of the Equipment and must ensure the equipment is properly maintained at all times.
- 4.3 The Borrower must immediately report any problem in the use of the Equipment to the Lender.
- 4.4 The Borrower must not take the Equipment interstate or overseas unless authorized in writing to do so by the Lender.
- 4.5 The Borrower must use the equipment only for lawful purposes.
- 4.6 The Borrower shall indemnify the Lender for any claim, loss or damage suffered by the Lender as a result of the Borrowers breach of any of its obligations in this agreement.
- 4.7 At all times, ownership of the Equipment remains with the Lender. The Borrower is at all times a bailee of the Equipment and owes the Lender a duty of care over the Equipment as bailee.
- 4.8 If Equipment has a specified maximum user weight limit the Borrower must ensure that the total load placed on Equipment does not exceed the specified weight limit. If damage to Equipment is sustained as a result of exceeding this weight limit the Borrower is liable for the total repair bill of Equipment.

## **5. Payment**

- 5.1 The Borrower must pay the rental fee of 4 weeks / 28 days in advance to the Lender upon signing this Agreement. The initial hire period is 4 weeks. The minimum on-going hire period is 2 weeks.
- 5.2 A late payment fee of \$10.00 including GST per week will apply to all accounts outstanding beyond 14 days from invoice.
- 5.3 Images on the South West Mobility website are indicative only. A product may have a different shade or size as to what is represented online.

## **6. Return of the Equipment**

- 6.1 The Equipment must be returned on or by the return date, as varied pursuant to clause 2.
- 6.2 If the Equipment is not returned on or by the return date, the Borrower shall continue to pay the fortnightly (2 weeks) rental charges. Where payment is being made by credit card, the Borrower authorizes the Lender to debit the Borrower's nominated credit card for 2 weeks rental on the return date and each 2 weeks following until the Equipment is returned.
- 6.3 The Borrower shall be responsible for the collection / return of the equipment, and all costs associated.
- 6.4 The Equipment can only be returned in person by the Borrower to the South West Mobility Shop or organised for collection by the South West Mobility representative upon payment of the collection fee.
- 6.5 The Borrower must not attach any label to the Equipment or to the packaging provided with the Equipment. In the event the borrower wishes to return 1 or more items but wishes to continue to hire the balance, an additional collection fee will be charged based on the item for collection.

## **7. Option to purchase**

- 7.1 The Borrower may request to purchase the Equipment at any time. The purchase price is available upon request from the Lender.

7.2 No refunds will be provided for incorrect choice. Please choose carefully. Delivery and pick up fees will additionally apply for items that were delivered free of charge and require South West Mobility collection.

## **8. Refund**

8.1 For hired items returned within the first 28 days of rental there will be a maximum refund of 2 weeks hire. Refunds are only made on any full week i.e. 7 days equals 1 x weekly rental charge. A refund will be provided on the return of the Equipment, providing the item is in good working order.

## **9. Termination**

9.1 This agreement terminates on the Return Date.

## **10. Governing law and jurisdiction**

10.1 This agreement is governed by the law of NSW and the parties submit to the jurisdiction of the courts of that state.

Signature:

Date: