

Hire Terms & Conditions

Version 1 Jan2023



1. Definition:
 - a. The Company: means Wynnum Manly Mobility Hire
2. Hire Agreement: These Terms & Conditions, together with:
 - a. any Credit application;
 - b. guarantee;
 - c. each Delivery Docket or Quote provided to You by Us, whether signed or not; and;
 - d. any special terms specific to the type of Equipment You have hired; make up the hire agreement between You and The Company.
3. Length of Hire: The hire period commences on the date goods are delivered and ends either when The Company is notified of completion, cancellation or on return of the equipment to us.
4. Extension of Hire: A hire period may be extended. Any such extension will be on the same terms as set out herein. The Company reserves the right not to extend a hire period.
5. Repairs: All rental Equipment repairs are to be undertaken by The Company's staff only.
6. Care & Responsibility: The Hirer shall take proper care (reasonable wear and tear accepted) of the equipment.
7. Inspection of Equipment on Return:
 - a. Hired equipment is supplied free of defect and in good condition.
 - b. Hire equipment will be inspected upon its return.
 - c. The Hirer is responsible for the cost of rectifying any damage to hired equipment that falls outside of 'normal wear and tear' in the process of use. The cost of such rectification to hired equipment will be the lesser of either the repair cost or replacement cost of such equipment, regardless of the age of the damaged equipment at the time. The Company retains the right to recover such costs from the Hirer.
 - d. Any charges by The Company will be payable by the Hirer on receipt of a valid tax invoice from The Company.
8. Deposits:
 - a. Where a deposit has been taken, The Company reserves the right, acting reasonably, to retain the deposit towards the cost contribution of any rectification or replacement of equipment.
 - b. Where relevant, a minimum of two weeks rental in advance is held as the deposit.
9. Refunds: Any refunds may only be processed via EFT direct to an account or credit card.
10. Title: The Hirer shall not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of The Company.
11. Lost equipment: If the hired equipment is lost or stolen then The Company will charge the Hirer the full replacement value of the hired item or nearest like item. Replacement value shall be reasonably determined by The Company.
12. Indemnity: The Hirer shall indemnify The Company (not hold The Company liable) against any loss or damage which may arise in respect of the equipment or its use by the Hirer or any other person whilst the equipment is the responsibility of the hirer.
13. The Company Warranty: The Hirer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded by agreement. Nothing in this agreement shall be taken to limit in any way the benefit of those conditions, warranties and rights.
14. Hirer Authority: The Hirer warrants that he/she is authorised to make this agreement on behalf of all persons who possess, use or operate the Equipment during the period until the Equipment is returned.
15. Your obligations: The Hirer must not allow nor authorise any other person or entity to use, re-hire or have possession of the Equipment at any time, unless expressly agreed by The Company in writing.
16. Acceptance: The hirer agrees that before accepting the Equipment, You:
 - a. have satisfied Yourself as to the suitability, application, condition and fitness for purpose of the equipment for the job You intend to use if for;
 - b. You are aware of the design and performance specifications of the equipment and understand them prior to entering into the Agreement; and
 - c. You have had the opportunity to inspect the Equipment prior to accepting the equipment
17. Dispute Resolution: If a dispute arises in connection with this Agreement, a party to the dispute may give to the other party to the dispute notice specifying the dispute and requiring its resolution. If the dispute is not resolved within 7 days after the Notice of Dispute either party may terminate the hire agreement.
18. Termination of Agreement: Either party may terminate this hire agreement and any hire period immediately by giving notice to the other party, if:
 - a. A notice of dispute has been submitted and no resolution has been achieved; or
 - b. that other party breaches and term of the Hire Agreement and fails to remedy the breach within 14 days of written notification of the breach; or
 - c. that other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation or ceases to carry on business.
19. Recovery: If you are in breach of these Terms & Conditions or if the Hire Agreement or a Hire Period has been terminated under clause 17, We may take all steps necessary (including legal action) to recover the Equipment, including entering Your premises to do so. Upon receiving written notice from Us, You expressly consent to Us entering Your premises for the purpose of recovering Our Equipment.
20. Succession and assignment: This hire agreement shall inure to the benefit of and bind any successor in interest to a party to this hire agreement. The hirer must not assign or encumber this agreement or Your rights under this agreement or delegate its performance here-under by subcontract or other instrumentality, in whole or in part, without the prior written consent of The Company. The Company may assign Our right under this Agreement to any subsidiary, affiliate or successor in interest upon notice to You of such assignment, in which case, The Company shall be released from any and all obligations arising under this Agreement.
21. Privacy: We take Your privacy seriously. We will comply with the Australian Privacy Principles and Our Privacy Policy in all dealings with You. We may need to collect personal information about You, including but not limited to, Your full name and address, driver's license, credit card details, date of birth, NDIS participant number, credit or business history and other personal information. You consent to Us using Your personal information in order to:
 - a. fulfill functions associated with the hire of Equipment to You, including but not limited to assessing Your credit worthiness, or taking steps in accordance with this hire agreement;
 - b. provide services to You
 - c. prevent theft of Our Equipment;
 - d. enter into contracts with You or third parties, and
 - e. market to You and maintain a client relationship with You; and
 - f. for any other purpose specified in our Privacy Policy.
22. Consequential Loss: neither party will be responsible for any delays in delivery, installation or collection due to causes beyond their control including but not limited to acts of God, war, terrorism, delivery, civil, commotion, riots, embargos, orders of regulations of governments of any relevant jurisdiction, fires, floods, strikes, government demanded lockdowns, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or land transportation.

Hirer Name: _____

Equipment Hired: _____

Date: _____

Signature: _____
