



## Terms and Conditions of Hire

### 1) Length of Hire:

- a) The hire period commences on the date goods are delivered and ends either when Ellopa is notified of completion, cancellation or on return of the equipment to us. The minimum Length of Hire is 2 weeks.
- b) Where a hire item is not returned or is unable to be retrieved by Ellopa from the Hirer on the arranged hire period expiration date additional fees will apply

### 2) Extension of Hire:

- a) A hire period may be extended. Any such extension will be on the same terms as set out herein.
- b) The hirer must communicate intention to extend the hire period at least 24hours prior to the original hire period expiration.
- c) Ellopa reserves the right not to extend a hire period.

### 3) Repairs: All rental Equipment repairs are to be undertaken or arranged by Ellopa staff only.

### 4) Care & Responsibility:

- a) The Hirer shall take proper care (reasonable wear and tear accepted) of the equipment.
- b) The Hirer shall assume all responsibility for the selection of goods, Ellopa is not required to offer a refund on the deposit if inappropriate goods unsuitable to the Hirers needs are selected.
- c) It is the responsibility of the Hirer to consult relevant Health Professionals on suitability and safe use of Hire Equipment

### 5) Inspection of Equipment on Return:

- a) Hired equipment is supplied free of defect and in good working 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. Ellopa retains the right to recover such costs from the Hirer.
- d) Any charges by Ellopa will be payable by the Hirer on receipt of a valid tax invoice from Ellopa.

### 6) Invoicing and Payment

#### a) Deposits:

- i) Ellopa requires a deposit of the minimum length of hire amount (2 weeks) prior to receipt of hired goods. This deposit will be deducted from the length of hire account.
- ii) Where a deposit has been taken, Ellopa reserves the right, acting reasonably, to retain the deposit towards the cost contribution of any rectification or replacement of equipment.
- iii) Where relevant, a minimum of two weeks rental in advance is held as the deposit.
- b) all invoices must be paid in full, without set-off or deduction, into Ellopa's nominated bank account within 14 days of issue.
- c) all invoices must be paid by electronic funds transfer, credit card or by equivalent means into Ellopa's nominated bank account. Subsequent invoice payments are due at the beginning of each billing period.
- d) Failure to pay amount when due will, in addition to any other rights, entitle Ellopa to:
  - i) collect any Equipment that has not been paid for;
  - ii) suspend further deliveries of Equipment; and
  - iii) terminate the Contract in accordance with our Standard Terms & Conditions.
- e) Where Ellopa has exercised our rights under clause 6.b, we remain entitled to payment for Hire Equipment already delivered and may elect to charge a late payment fee
- 7) **Refunds:** Any refunds may only be processed via EFT direct to an account.
- 8) **Test & Tag of Electrical Equipment:** Hired equipment with electrical components will have the necessary test and tag certification prior to commencement of the Hire.
- 9) **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 Ellopa.
- 10) **Lost equipment:** If the hired equipment is lost or stolen then Ellopa will charge the Hirer the replacement value of the hired item or nearest like item. Replacement value shall be reasonably determined by Ellopa.
- 11) **Indemnity & Limitation of Liability:**
  - a) Ellopa accepts no responsibility for any injury, damage or financial loss caused or sustained throughout the use of item/s hired.
  - b) Ellopa shall be compensated for any actions arising from this agreement, including any costs or losses suffered by the hiree (and the hiree's representative).
  - c) To comply with all Federal, State and/or Local Government laws, by-laws, and regulations relating to this contract. This Agreement is governed by the laws of Victoria, Australia
- 12) **Ellopa 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.
- 13) **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.
- 14) **Purchase of Hired Items:** Items may be available for purchase. If a purchase is requested on a hired item and Ellopa approves the sale, the purchase price shall be the greater of:
  - a) The RRP less 50% of what has been paid in rental fees; or
  - b) 50% of the RRP of the item.
- 15) **Free Local Delivery:** Ellopa defines Free Local Delivery as within the Stawell town limits, any delivery outside this area will incur a delivery fee.