



HIRE CONTRACT

Date ___/___/___

COVID DELIVERY: YES / NO

ABN 71 282 973 002

Hirer Name _____

Address _____

City _____ Post Code _____

Email _____ Mobile _____

Credit Card Details ___/___/___/___ Exp. Date ___/___ Code _____

Hire of _____

Hire/Buy Price \$ _____

Hire Period _____ month(s)

Hire Charge \$ _____

Delivery \$ _____

Collection \$ _____

Total \$ _____

I understand all subsequent months will be automatically charged to my credit card on the ___ of each month at \$_____ until the Hire/Buy balance is paid in full. The unit may be returned at anytime to avoid this option.
Signed x _____

DATE	PAID	HIRED UNTIL	HIRE/BUY BALANCE
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____
___/___/___	\$ _____	___/___/___	\$ _____

This Tax Invoice is GST Inclusive

Conditions of Hire

- a. **Return of the unit remains the responsibility of the hirer. If the collection has been paid for it still remains the responsibly of the hirer to book the collection. CALL 02 62804447.**
- b. Use of the equipment is for domestic indoor use only.
- c. I have inspected the unit and accept that it is in good condition and not damaged.
- d. I may purchase the unit I have hired at any time and only pay the outstanding hire/buy balance.
- e. If I choose the hire/buy option (as stated in option d.) but wish to receive a new item (if available) or an upgrade then I understand that a **\$80.00** changeover fee will apply.
The changeover option for a new unit is only available at the end of the first period of hire i.e: the first 3 or 6 month hire period.
- f. Care should be taken to see that the hire equipment is not damaged. Damage resulting from neglect or misuse will be charged to the hirer.
- g. Legal action for recovery will commence if the hirer cannot be contacted or the credit card will be debited for the full value of the goods.
- h. **Refund will not be given for hire items returned early in the first hire period.**
- i. **I understand that my credit card will be debited for a further months hire charge on the due date until finalisation has been arranged and dehired. A Pro-rata refund will be credited to my card for any unused portion of the hire once the goods have been returned. Any overdues cannot be attributed to any purchase price.**
- j. I have read and agree to abide by the conditions above and on the reverse in this agreement.

Signature x _____

Office Use Only

___/___/___ _____

___/___/___ _____

___/___/___ _____

___/___/___ _____

___/___/___ _____

___/___/___ _____

Conditions of Hire

The following conditions shall apply to the equipment more particularly described on the face of this document (hereinafter called "The Equipment"), owned by the supplier named on the face of this document (hereinafter called "The Company"), and agree by the company to be hired to the hirer named on the face of this document (hereinafter called "The Hirer") that is to say:

- 1 In consideration of the hire charge more particularly set out on the face of this document, received by the company from the hirer, the company agrees to hire the equipment to the hirer and the hirer agrees to take the equipment on hire from the company, subject to the conditions set out in this document.
- 2 The hirer shall pay all hiring charges and deposits to the company before being entitled to delivery of the equipment.
- 3 The equipment shall be at the risk of the hirer from the time of delivery into the possession of the hirer, or hirer's premises or the hirer's servant or agent and the company shall be entitled to receive the equipment in like condition as to the condition of the equipment at time of delivery into the possession of the hirer, his servant or agent, provided that the company shall not be entitled to make any claim against the hirer in respect of fair wear and tear.
- 4 It is hereby agreed that any other person other than the hirer and other than an employee of the company who takes possession of the equipment for the purpose of delivery of the equipment into possession of the hirer shall be deemed to be the servant or agent of the hirer.
- 5 At the end of any period of hire in respect of which the company has received payment from the hirer, the hirer will have the option to re-hire the equipment at the same rate of hire, excluding special offers and subject to GST after June 2000 provided that the option must be exercised and further hire charges paid to the company before the expiry of the paid period of hire and provided further that any such further hire shall in all respects be subject to the conditions of the contract as expressed in this contract.
- 6 Exercise of the option expressed in the previous paragraph shall deemed to have been affected on payment being received by the company from the hirer.
- 7 The hirer hereby expressly warrants that he is aware that it shall at all times remain his responsibility to ensure that the return of the equipment to the company, in the event the hirer does not wish to exercise the option expressed in paragraph 5 above and that the hirer shall be responsible for further hire payments at the agreed rate of hire (as well as any other charges that may apply) for any period or part thereof that the equipment shall not be re-delivered into the possession of the company, notwithstanding any apparent agreement by or on behalf of the company, any such agreement being hereby negated.
- 8 In the event of the option expressed in paragraph 5 above not being exercised, or in the event of the company determining this contract for any reason whatsoever, the company shall be entitled to retake possession of the equipment forthwith without further notice to the hirer and such right of retaking possession extends to and includes a right in the company or its servant or agent at any time of the day or night, without the hirer being entitled to right of action or form of compensation against the company. In the event of such entry, whether forcible or otherwise, by the company or its servant or agent, onto the premises for the purpose of exercising any right of the company pursuant in this agreement, resulting in any action, claim or demand including any legal costs incurred by the company in connection therewith, provided that the company shall not be required to consult with the hirer or obtain the hirer's consent to any step in connection with the defence of any such action, claim or demand or any counter-claim of the company in connection therewith.
- 9 Interest at the rate of five (5%) percent per month or part thereof shall accrue on any monies due to the company by the hirer.
- 10 It is hereby agreed that the hirer will seek medical advice prior to the usage of the equipment, and that the hirer will not be entitled to a claim against the company for any injury resulting from not seeking such guidance prior to usage.
- 11 It is hereby agreed that the hirer will ensure the equipment is in correct working order prior to the usage of the equipment, and that the hirer will not be entitled to a claim against the company for an injury resulting from not inspecting the equipment prior to usage.
- 12 The hirer warrants and undertakes that he will, in the event of moving to a new place of residence (or in the case of a company to a new place of business), notify the company prior to such change, whereupon the company shall have the option to forthwith rescind this agreement and be entitled to immediate re-delivery of possession of the equipment.
- 13 The hirer hereby warrants and undertakes that he will not move the equipment from the address of the hirer shown on the face of this document for a period in excess of seventy two (72) hours without having first obtained the consent of the company, in writing prior to moving the said equipment.
- 14 This agreement to hire may be terminated by the company at any time by notice in writing posted to the address of the hirer shown on the face of this document, the company shall be entitled to retake possession of the equipment immediately upon delivery of such notice in writing in the event of such cancellation of this agreement of this agreement by the company pursuant to this paragraph, the company undertakes to refund on a pro-rata basis, such proportion of the periodic hire rate as shall apply to the unused portion of hire.
- 15 In the event of the hirer being in default of any hire charges, any other charges or fees or any condition hereof, the company shall be entitled to forthwith rescind this agreement without notice to the hirer and shall then be immediately entitled to retake possession of the equipment in the event of cancellation by the company of this agreement pursuant to this paragraph, the hirer shall forfeit to the company any hire charges with respect to any unused period of hire.
- 16 The company shall be entitled to retain out of any deposits paid by the hirer such amounts as the company may in its discretion decide shall be sufficient to compensate the company for any loss, damage or inconvenience occasioned to the equipment or the company pursuant to this agreement.
- 17 The minimum period of hire shall be one (1) month, unless otherwise agreed by the company.
- 18 In consideration of the terms of this agreement and taking to the hirer of the equipment an option is hereby granted by the company to the hirer to purchase the equipment for cash or on terms, for the prices indicated respectively on the face of this agreement, less such hire charges as shall have been paid at the time of the exercise of the said option subject to the reduction in price being not greater than the payment made for the first hire period unless that is if the hire buy option has been exercised.
- 19 In the event an order has been placed with the customer in Covid-19 quarantine and has not notified GymQuip, additional charges will apply.
- 20 **This contract is bound by law.**