



# Mansfield Living Aids Equipment Hire Agreement

## RENTAL DETAILS

Date of Agreement: \_\_\_\_\_

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

## CUSTOMER DETAILS

Full Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

Collection Address: \_\_\_\_\_

Site Access: (e.g. stairs, parking driveway) \_\_\_\_\_

## FUNDING DETAILS

Bill to: Hospital Customer Scheme Plan Manager

Scheme/Funder Name: (e.g. NDIS, AGED CARE PROVIDER) \_\_\_\_\_

Participant Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

## PAYER/CAREGIVER DETAILS

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone 1: \_\_\_\_\_

Phone 2: \_\_\_\_\_

Email: \_\_\_\_\_

## RENTAL DETAILS

Equipment Description	Product Code	Weekly Rate	Delivery & pick up <small>(incl GST)</small>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Weekly Rent		\$	\$
Total Initial Charge (4 weeks rent + Delivery + Collection)		\$	
Ongoing Charge (2 weeks rent)		\$	

Additional Information

## CREDIT CARD DETAILS

Name on Card: \_\_\_\_\_

Card No (no spaces): \_\_\_\_\_

Initial Charge (incl. GST): \$ \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Ongoing Monthly Deductions: \$ \_\_\_\_\_  
(Will be debited every 2 weeks until the agreement is finalised)

CCV: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

admin@mansfieldlivingaids.com.au



## RENTAL TERMS & CONDITIONS OF HIRE

Rental means an agreement to supply Equipment in return for ongoing periodic payments from the Customer. Title in the Equipment does not pass to the Customer. In the event of any conflict between definitions and terms in the Standard Terms & Conditions and the Rental Terms, the Standard Terms and Conditions prevail.

1. Length of Rental: The rental period commences on the date the Equipment is delivered with a minimum 2-week hire period and ends in accordance with the term on the hire contract, or sooner if Mansfield Living Aids is notified of early termination or the Equipment is returned to Mansfield Living Aids. Weekend Hire will be Friday to Sunday.
2. Extension of Rental: A rental period may be extended. Any such extension will be on the same terms as set out in this Contract. Mansfield Living Aids reserves the right not to extend a rental period.
3. Repairs: All rental Equipment repairs are to be undertaken by Mansfield Living Aids staff only.
4. Care & Responsibility: The Customer shall take proper care of the Equipment.
5. Title: Title in Equipment rented from Mansfield Living Aids always remains with Mansfield Living Aids. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Mansfield Living Aids.
  - a) Risk passes to the Customer on delivery of the Equipment.
  - b) In the event that the Customer chooses to use their own carrier, Mansfield Living Aids will only be responsible for loading of the Equipment to the carrier. Delivery of Equipment to the Customer's carrier shall constitute delivery. Thereafter, all risk of loss or damage shall be the responsibility of the Customer.
6. Inspection of Equipment on Return:
  - a) Rented Equipment is supplied free of defect and in good (not necessarily new) condition.
  - b) Rented Equipment will be inspected upon its return.
  - c) The Customer is responsible for the cost of rectifying any damage to rented Equipment that falls outside of 'normal wear and tear' in the process of use. The cost of such rectification to rented 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. Mansfield Living Aids retains the right to recover such costs from the Customer.
  - d) Any charges by Mansfield Living Aids will be payable by the Customer on receipt of a valid tax invoice from Mansfield Living Aids.
7. Invoicing and Payment:
  - a) Invoicing is usually in advance on a 2-weekly cycle, The initial invoice may include delivery and collection fees.
  - b) For personal customers, payment must be by credit card, unless otherwise agreed by Mansfield Living Aids. Mansfield Living Aids will retain credit card details in bank-approved secure storage to facilitate 2-weekly billing cycle payments during the hire period.
  - c) For approved account customers, payment must be made, in full without setoff or deduction, to Mansfield Living Aids nominated bank account within 7 days of issue.
  - d) Subsequent invoice payments are due at the beginning of each billing period.
  - e) Failure to pay amount when due will, in addition to any other rights, entitle Mansfield Living Aids to:
    - i. Collect any Equipment that has not been paid for;
    - ii. Suspend further deliveries of Equipment; and
    - iii. Upon termination of the Contract you must pay us all amounts owing to the end date of the contract termination.
8. Refunds: Are managed in accordance with Mansfield Living Aids Standard Terms & Conditions. Unused full weeks that have been pre-paid will be refunded, excluding the initial two-week hire period.
9. Test & Tag of Electrical Equipment: Rented equipment with electrical components will have the necessary test and tag certification prior to commencement of the rental.
10. Lost equipment: If the rented equipment is lost or stolen then Mansfield Living Aids will charge the Customer for the replacement value of the rented item or nearest like item. Replacement value shall be reasonably determined by Mansfield Living Aids.
11. Indemnity: Subject to the ACL and any other relevant legislation, to the extent permitted by law, the Customer shall indemnify Mansfield Living Aids against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person during the rental period.
12. Mansfield Living Aids Warranty: The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under the law, including the ACL. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights including any guarantees under the ACL.
13. Customer Authority: The Customer warrants that they are 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, and the Customer takes responsibility for payment.
14. Purchase of Rented Items: Equipment may be available for purchase. If a purchase is requested of a rented item and Mansfield Living Aids approves the sale, the purchase price shall be the greater of: The RRP less 50% of what has been paid in rental fees; or 50% of the RRP of the item.

**Rental Terms and Conditions:** I have read and understood the Rental Terms and Conditions and by signing here agree to be bound by them in respect of this Equipment Rental Agreement / The customer has been explained the Terms and Conditions of the Equipment Rental Agreement.

Customer Signature (or Staff):

Date: