

Vanbar Pty Ltd

Equipment Rental / Hire Contract ver 20108



Vanbar Pty Ltd .Vanbar Imaging (The Company)

Rental Contract

1. Definitions

1. **Company** means Vanbar Pty Ltd (ACN 006 315 715) of 159 Cardigan street Carlton, Victoria, or Vanbar Pty Ltd (ACN 006 315 715) of 53 -57 Munster Terrace North Melbourne, Victoria as the case may be or any related body corporate of either of those two entities.
2. **Customer** means the person hiring Renting /purchasing (as the case may be) the Equipment from the Company, including all persons acting on behalf of or under the instructions of the Customer.
3. **Equipment** means the equipment listed on the contract or invoice overleaf.
4. **Hire Charge** means the hire charge set out overleaf, together with any applicable taxes and duties.
5. **Purchase Price** means the purchase price for the sale of the Equipment together with any applicable taxes and duties.
6. **Term** means the period specified overleaf.

2. Terms and Conditions

Equipment is Hired /Rented / Sold (as the case may be) strictly on the basis of the terms and conditions contained in this agreement. Modification of these terms and conditions expressed in any document of the Customer will not apply to the hire/purchase (as the case may be) of the Equipment unless expressly accepted in writing by the Company.

3. Hire of Equipment

The Company agrees to hire the Equipment to the Customer for the Term and the Customer agrees to take the Equipment on hire for the Term and pay the Hire Charge. The Hire Charge must be paid in full prior to the Equipment being removed from the Company's premises, unless the Customer is an approved account customer, in which case terms of payment are strictly 30 days from the date of the invoice. In the event of cancellation of the hire, the Company reserves the right to charge a cancellation fee equivalent to 50% of the Hire Charge.

4. Obligations of the Customer

In all cases of hire of the Equipment the Customer must:

1. advise the Company of the situation of the Equipment at all times;
2. not take the Equipment out of Australia, without the prior written consent of the Company;
3. not use or allow the Equipment to be used on any abnormal or hazardous assignment, transport or aircraft (including helicopters and light aircraft) other than regular scheduled flights by a recognized commercial airline, unless the Company has given its prior written consent;
4. take all reasonable precautions for the safety and security of the Equipment and not use the Equipment where it could be affected by salt, water or climatic or atmospheric conditions;
5. comply with all relevant laws and regulations when using the Equipment;
6. in the case of hire only, return the Equipment to the Company by the expiry of the Term in good working order and condition, and inform the Company of any damage or defect arising during the hiring or any incident that occurred during the hiring likely to cause such defect or damage;
7. not attempt to adjust or repair or interfere with the Equipment except where it is necessary for its proper and normal use; and
8. Ensure the Equipment is used in a skilful and proper manner by persons with the necessary experience and familiarity with that type of equipment.

5. Title In case of hire of the Equipment, the Customer acknowledges that:

1. In the event the Customer defaults in payment of any monies owing to the Company or any term hereof or any contract between the parties, or any credit account is terminated by the Company, or
2. the Customer enters into liquidation, administration, has a receiver, receiver and manager or mortgagee in possession appointed, becomes insolvent the Company shall be entitled, at its election, to the immediate return of the Equipment and shall have the right to enter, and is hereby expressly authorized to enter, upon the premises of the Customer or any other premises at which the Equipment is stored to re-possess any of the Equipment supplied by the Company. In the event the permission of any third party is required for access to repossess the Equipment, the Customer shall obtain that permission at its own expense. Upon the repossession of the Equipment by the Company,
3. The Company shall be entitled to re-sell the Equipment for the best price it can obtain in the short term. The Customer shall have no claim against the Company for any damages or other monies whatsoever if the Company repossesses or attempts to repossess the Equipment.

6. State of Equipment

The Customer acknowledges receipt of the Equipment in **good working order and good condition**. Although the Company uses a thorough checking system, the Company will **not be responsible** for incomplete kits, incorrect functioning of Equipment or incompatibility of the Equipment with any other equipment or software used by the Customer. The Company makes no warranties as to the adequacy of the Equipment for any task required of it by the Customer. Return of hired Equipment in a dirty or improperly packaged condition will attract a 20% surcharge at the discretion of the Company.

7. Risk and Insurance

1. The Customer accepts responsibility for the care and safekeeping of the Equipment and is liable for any damage to or loss or destruction of the Equipment from any cause whatsoever (including the acts and omissions, whether negligent or not, of technicians) from the time the Equipment leaves the Company's premises until the time the Equipment is returned, including occasions where the Company agrees to deliver or pick up the Equipment.
2. The Company will be entitled to demand and recover from the Customer any losses (including costs) incurred by the Company in respect of loss or damage to the Equipment, howsoever arising.
3. Insurance / damage waiver cover will be provided in respect of hired Equipment, subject to the Customer paying the applicable premium in the amount of 15% of the Hire Charge and 25% excess and \$100 administration charges
4. Notwithstanding any insurance cover in respect of the Equipment, the Customer remains liable under the provisions of this agreement and will also **be liable to pay the Hire Charge for the Equipment at the rate applicable for the Term until the Equipment is replaced or repaired** as the case may be.
5. Any loss of or damage to the Equipment must be immediately notified to the Company and the Customer will, at the request of the Company, take any steps reasonably required of the Customer in respect of making reports to the Company, the insurer, the police or other appropriate authorities concerning any such loss or damage.
6. Any claim on the customers own insurance policy will be at the discretion of the customer and will not be an obligation or requirement of the company.

7. The Customer will not do any act or thing whereby any insurance in respect of the Equipment may be voided or prejudiced in any way. In particular, the Company shall not be liable for the failure, under-performance or incompatibility of the Equipment resulting from the installation of non-authorized third party software and/or hardware installed subsequent to the Company installation unless otherwise approved and carried out by the Company. The Customer acknowledges that failure to comply with the conditions specified in this agreement for the proper use and handling of the Equipment will in most cases void the cover.
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 9. The Customer acknowledges and agrees that where insurance arranged by the Company does extend to cover damage to the Equipment but NOT loss or theft. The Customer will (in addition to any other amounts which it may become liable to pay under this agreement) be liable to pay the policy excess of 25% of the rented value of equipment (per line item) plus a \$100 administration fee per claim. In the event the rented / hired items are lost, stolen or not recoverable in any form then the customer will become immediately liable for the full replacement value of the goods and any rental charges or other losses incurred by the company until replacement products become available.
 10. A standard **security bond is payable** and held by Vanbar Pty Ltd in the form of a credit card swipe or cash (to the value of the item/s) each time equipment is hired and for each hire. This bond is refundable upon full compliance with the return times and equipment being returned, complete in good, clean working order.
 11. The Customer acknowledges that insurance does not cover loss or damage arising from (among other things) war, including any civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, riot or commotion, military or usurped power, confiscation of or damage to property by a governmental authority, ionising radiations, nuclear radioactivity, mechanical breakdown, application of the wrong current, derangement, breakage of valves and filaments, climatic and atmospheric conditions, wear and tear, loss of magnetism, overheating, faulty projection or manipulation of Equipment, scratching and denting, theft from an unlocked vehicle, theft by an employee or agent, repairs, pressure waves caused by aircraft or other aerial devices, inappropriate uses and modes of transport of the Equipment and circumstances where all reasonable precautions are not taken at all times to ensure the safety of the Equipment. Consequential losses and damages are also excluded.
8. **Exclusion of Warranties**
1. Except to the extent implied by any statute or regulation in force, the Company makes no warranties or representations in respect of the Equipment, including its fitness for any particular use, and the Customer accepts the Equipment solely relying on its own knowledge and opinion of the Equipment.
 2. The Company's liability for a breach of any warranty implied by law is limited to the replacement of the Equipment, the supply of equivalent equipment, the repair of the Equipment, the payment of the cost of replacing the Equipment or of acquiring equivalent equipment or the payment of the cost of having the Equipment repaired.
 3. If the Equipment is found to be defective, **the Customer must immediately notify the Company**, which will endeavour, in its sole discretion, to replace or repair the defective item as expeditiously as possible, or authorize a competent repairer to repair the Equipment. If the defect is determined by the repairer to be caused by misuse, neglect or carelessness, the full cost of repairs will be borne by the Customer, who will also be liable to pay the Hire Charge until the Equipment is returned to the Company fully repaired.
 4. The Company is solely responsible for carrying out all service and repairs to the Equipment and no repairs are to be carried out without the prior written consent of the Company.
 5. The Company will not be held liable for any loss, damage, indirect or consequential loss (financial or otherwise) caused by the Equipment to the Customer or to any property or persons, or as a result of the Equipment not being fit for any use to which it is put to by the Customer.
9. **Termination**
1. If the Customer defaults in punctual payment of any amount due under this agreement, is in breach of any term of this agreement, is declared bankrupt or enters into any agreement for the benefit of its creditors or if any execution of distress is levied against it and remains unsatisfied, or being a company, is placed into receivership or goes into liquidation, then in any such case the Company may without further notice, and without prejudice to any of its rights, terminate this agreement.
 2. In the event of termination the Customer must immediately at its own risk and cost deliver up the Equipment to the Company PROVIDED HOWEVER that in the event that the Customer neglects and/or refuses to do so, it is agreed that the Company, its servants and agents may without prior notice and without liability for trespassing or any resulting damage, enter any premises where the Equipment is situated and seize and retake possession of the Equipment. It is further agreed that the Customer will be liable to pay upon demand all costs and expenses which are incidental to any such retaking of possession incurred by the Company, together with penalty interest calculated at a rate which is 3% above the 90 day bank bill rate of the Company's bank from time to time.
10. **Authority** Where any person signs this agreement on behalf of the Customer, the person so signing warrants that he or she is duly authorized by the Customer to enter into this agreement.
11. **Governing Law** This agreement will be governed by the laws applicable in the state of Victoria, Australia and both the Company and the Customer submit to the jurisdiction of the courts of that state and any courts competent to hear appeals from those courts.
12. **Agreement** I ALSO ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO UNDERSTAND THE OPERATION OF THE HIRED GOODS and I accept full responsibility for operation, care and maintenance for the period the equipment is in my care, and will not hold Vanbar Pty Ltd, or staff, responsible for injury or accident incurred while using any and all equipment rented. I understand that I am responsible for returning this equipment and accessories on the date indicated below. **I UNDERSTAND THAT, IF THE EQUIPMENT HAS NOT BEEN RETURNED BY THE DUE TIME AND DATE INDICATED BELOW, A LATE FEE OF \$25 RENT PER ITEM, NOT TO EXCEED A TOTAL OF \$100.00 PER DAY, IN ADDITION TO THE DAILY RATE, WILL BE ASSESSED. I ALSO UNDERSTAND THAT IF THE EQUIPMENT IS RETURNED DIRTY OR REQUIRE CLEANING, ADDITIONAL CHARGES WILL BE IMPOSED.**

Period of HIRE is **24 hours** from the time the equipment leaves a Vanbar store on the first day, and end at the same time on the following day. **Weekend.** This is the period between 3.00pm on the Friday afternoon preceding the weekend until 10am on the following Monday. **Week** This is a seven day period where termination occurs on the same day and time of the next week. Where a public holiday falls on any specific return day or time the goods may be returned within 3 hours of the next Vanbar working day.

RESERVATION POLICY: At time of reservation, a deposit of 20% or \$100 (whichever is greater) must be left to hold your reservation.
Refund policy: The user **must** cancel reservation of equipment at least 7 days prior to check-out time or no fees will be refunded:
ABSOLUTELY NO EXCEPTIONS! Check out time is between 8.30am and 5.30 pm on the pick up date. Reservations and Cancellation confirmations will only be made in writing. hire@vanbar.com.au

Other charges. All other charges including, packing and shipping and handing, Freight, duties and taxes are payable by the hirer.

If this document is printed on individual pages then a CUSTOMER SIGNATURE is REQUIRED HERE sign

I have read and understand this Rental / Hire contract I agree that this equipment is in good condition and all parts, accessories have been supplied and this is acceptable to me for its intended use. It is assumed that the hirer is familiar with the operation of these goods and has sufficient skill and knowledge to operate them correctly and safely. The supply of instructions and manuals cannot be guaranteed. I have read and understand all the conditions of this rental contract and the invoice.

PLEASE PRINT & SIGN

Renter's name _____ Phone _____ E-mail _____

Address _____ POST CODE _____

Renter's signature _____ Date _____

INVOICE NUMBER	DATE OF HIRE	RETURN DATE	DURATION DAYS	NUMBER OF ITEMS
CREDIT CARD TYPE	CHARGE TYPE	DAMAGE WAIVER 15%		
[VISA] [MASTERCARD] [AMEX]	[ACCOUNT] [BOND]	Y or N		
IDENTIFICATION	3 forms of ID are required for NON account customers. (1) MUST be Photo ID and they all MUST have the same address details. Photocopy ID and attach to the contract			
Type of ID	ID ref number	ID exp date if applicable		
1				
2				
3				

VANBAR TRADING HOURS

North Melbourne Showroom and Rental department 8.30am – 5.30 pm Monday – Friday	Carlton Showroom 8.30am – 5.30 pm Monday – Friday 8.30 am –5.30 pm Saturday
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(PLEASE NOTE) hire / rental items may be returned to the Carlton Store on Saturday after Midday however no Refunds, credit card paperwork or check in of goods can be done until these items are transferred to the North Melbourne Hire department on the following Monday. By returning the goods to Carlton within the Hire period you will be complying with the time and period clauses of this contract and when the goods are transferred to the Hire department and the check in procedure and all paperwork is completed any applicable refunds will be applied. Credit card manual swipe will only be destroyed after all parts of this contract and payments have been completed

OFFICE USE ONLY

Equipment prepared by: _____ Date: _____

Equipment checked in by: _____ Date: _____

Broken or missing items: _____

Any additional charges incurred: \$ _____ Reason: _____

CHARGE TO ACCOUNT # _____ CREDIT CARD _____

Revised 02.08.2010