

Terms & Conditions of Hire

DEFINITIONS

The "Agreement" means these Terms and Conditions and the Hire Schedule.

The "Equipment" is any item listed in the Hire Schedule including accessories.

The "Hirer" is the person, firm, organisation, partnership, corporation, trust or other entity hiring Equipment from the Owner, as named in the Hire Schedule. The reference to "Hirer" includes any employees, agents and contractors.

The "Hire Schedule" is a document the Owner will provide to the Hirer setting out information about the hire of Equipment by the Owner to the Hirer, including the Hire Charge and other conditions relating to the Equipment hired.

The "Owner" is Lime Healthcare.

1. HIRE OF EQUIPMENT

- a) The hire period commences from the date ("Date From") specified in the Hire Schedule and continues until returned or the Owner is notified to pick it up unless terminated earlier in accordance with the terms of this agreement.
- b) At the expiry of the hire period, the Hirer shall return the Equipment during normal business hours to the address of the Owner's premises at the Hirer's expense.
- c) The minimum hire period is 2 weeks.

2. PAYMENT AND TERMS

- a) The hire charges set out in the Hire Schedule shall be payable fortnightly in advance with the first payment payable upon delivery/collection of the Equipment and subsequent charges weekly thereafter.
- b) If the Hirer opts to purchase the Equipment from the Owner at any time after the first two weeks of the hire period, the price of the Equipment shall be the usual retail price for which the Owner would sell the Equipment less the equivalent of two weeks' hire charges.

3. USE AND CARE

- a) The Hirer shall take proper care of the Equipment and keep the equipment in good repair and condition — reasonable wear and tear accepted.
- b) The Hirer shall not, nor permit anyone other than the Owner to carry out or attempt to carry out any service or maintenance of the Equipment.
- c) The Hirer shall not make any additions to the Equipment or deface any identification marks on the Equipment.
- d) The Hirer shall notify the Owner of any damage to or destruction of the Equipment within 24 hours of it occurring.
- e) The Owner acknowledge that the Equipment has been inspected prior to or at the time of commencement of the hire and is satisfied the Equipment is in good working order.

4. INSURANCE

The Owner will maintain current insurance policies in respect of the Equipment to its full insurable value.

5. TITLE

- a) The Equipment shall remain the property of the Owner.

- b) The Hirer shall not sell, pledge, assign, mortgage nor remove the Equipment from Australia without the Owner's prior consent nor permit any lien to be created over the Equipment for any reason and will protect the Equipment against distress, execution or seizure and indemnifies the Owner against **all** costs, losses or damages incurred by the Owner by reason or in respect thereof.

6. LIMITATION OF OWNER'S LIABILITY

- a) The Owner shall not be liable to the Hirer for any breach of warranty or condition as to merchantable quality other than to the extent of (in the Owner's absolute discretion) either replacing the Equipment for the balance of the term of this agreement or refunding to the Hirer a proportion of the Hire Charge as is equivalent to that proportion of the term of the Contract unexpired as at the date the Hirer notifies the Owner.
- b) The Owner shall not be liable to the Hirer or any third party for any consequential damage of any kind or bodily injury or death caused wholly or in part due to the Equipment.

7. DISCLAIMER

To the extent permitted by law the Owner disclaims all liability for and does not give any warranties to the Hirer as to the condition of the Equipment.

8. ASSIGNMENT

- a) The Hirer may not assign this Agreement at any time and nothing in this Agreement confers in the Hirer an interest in the Equipment other than the right to possession as bailee.
- b) The Owner reserves the right to assign this Agreement and its rights thereunder at any time.

9. TERMINATION

- a) Without prejudice to its other rights and remedies, the Owner may terminate this Agreement forthwith without notice in the event of:
 - 1) The Equipment being damaged or destroyed, or
 - 2) The Hirer breaching any of the provisions of this Agreement or becoming insolvent or bankrupt, or
 - 3) Any payment owing by the Hirer to the Owner remains outstanding seven (7) days after due date.
- b) In the event of termination, pursuant to sub-clause 9 (a) and without prejudice to the Owner's other rights and remedies, the Owner may enter upon the Hirer's premises at any time to remove the Equipment and the Hirer authorises the Owner to take **all** reasonable steps necessary to remove the said Equipment.

10. SEVERANCE

If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part of a provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

11. GOVERNING LAW

This Agreement is governed by the laws of Victoria Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning this Agreement.