

## 1. HIRE EQUIPMENT TERMS

- a) Can be made via our website, over the phone, by email or in person. We ask you check the Hire contract to ensure you have the correct equipment.
- b) The minimum hire period is one week (7days)
- c) Extensions to hire periods are granted subject to availability and payment.
- d) If the Customer continues to use any or all of the Equipment after the Hire Period expires either with or without the consent of AC Mobility, then the Agreement will convert to a daily hire fee.
- e) Delivery and collection can be pre-arranged by providing 48 hrs notice and will incur a fee
- f) Equipment returned before the end of the contract term will not be subject to refund.
- g) The Customer acknowledges Equipment must be returned to AC Mobility in good working order and good condition (Fair Wear and Tear excepted); and the Cleaning Fee has been calculated on the assumption that the Equipment will be in good condition and require minimal cleaning upon return. If the Equipment returned to AC Mobility requires a detailed clean (e.g. due to substantial soiling) AC Mobility may, in its absolute discretion acting reasonably, increase the Cleaning Fee to cover any additional costs.
- h) The Customer agrees to pay to AC Mobility the total Hire Fee and any Additional Costs for the Hire Period (including the Cleaning Fee) before delivery or collection, unless the Customer has established a credit arrangement with AC Mobility, in which case the terms of that credit arrangement will apply. The Hire Fee and any Additional Costs must be paid by cash or debit or credit card (Amex and Diners are not accepted). Online orders have the option to elect PayPal.
- i) You can collect and return equipment from our showroom during business hours Monday to Friday 0830am – 4.00pm.
- j) AC Mobility may refuse to release the Equipment to the Customer where AC Mobility have reasonable grounds to believe that the Customer's motor vehicle is not fit for the purposes of collecting and transporting the Equipment.

## 2. PHOTO ID & CREDIT CARD AUTHORISATION

The Customer:

a) Agrees to provide AC Mobility with the following upon placing an Order or accepting a Quote:

- i. a copy of their driver's licence or similar photo ID (e.g. passport); and
- ii. their debit or credit card details.

b) Must ensure that the credit card remains valid during the Hire Period (including any extension of the Hire Period

c) Must immediately provide AC Mobility with details for an alternative debit or credit card which can be used to meet the Customer's obligations under these Terms, and an authority for AC Mobility to debit this alternative card if:

- i. the existing debit or credit card is cancelled, suspended or is otherwise not useable; or
- ii. the Customer cancels their authorisation to AC Mobility to use the existing debit or credit card; and
- iii. authorises AC Mobility to charge to the Customer's debit or credit card all amounts they are liable to pay (but have not paid) under the Agreement after receiving a notice from AC Mobility requiring payment of the same.
- iv. For the avoidance of doubt, this may include delivery fees, costs to repair or replace the Equipment which has been lost, stolen or damaged as a result of the negligence or default of the Customer, and any additional charges incurred for retaining the Equipment beyond the Hire Period.

### **3. CUSTOMER OBLIGATIONS**

- a) Only use or operate the Equipment safely and strictly in accordance with all laws and regulations for its intended use or purpose for which it was designed and follow the manufacturer's or AC Mobility's instructions and recommendations
- b) Ensure persons operating the Equipment are suitably trained on its safe and proper use and/or qualified to use the Equipment
- c) Ensure that no persons operating the Equipment are under the influence of alcohol or drugs which may affect their ability to safely operate the Equipment.
- d) Notify AC Mobility if the Customer's details (e.g., name, address, email address or telephone number) change during the Hire Period.
- e) The customer must notify AC Mobility immediately if any damage occurs
- f) Must not attempt to repair damage and return the equipment for assessment to AC Mobility.
- g) The Customer acknowledges and agrees that it is important to take care of the Equipment during the Hire Period. The Customer must not:
  - i. in any way alter, modify, re-program, tamper with, damage or repair the Equipment without AC Mobility's prior written consent; and deface, remove, vary, or erase any safety signs and instructions, identifying marks, plate, number or notices on the Equipment.
  - ii. At all times during the Hire Period, the Customer must store the Equipment in a safe, dry, and secure location and protect it from theft, seizure, loss, or damage.

## 4. RISK AND INSURANCE

The Customer uses and operates the Equipment at the Customer's own risk.

The Customer acknowledges and agrees that:

- a) If damage, theft, or loss occurs as a result of misuse or neglect the customer is liable for the repair or replacement cost of the equipment and or accessories.
- b) The Customer may elect (at its cost) to ensure the Equipment for its full insurable value, in the name of the Customer (noting the interests of AC Mobility). If the Equipment is lost, damaged, stolen, or vandalised, the Customer must promptly advise AC Mobility.
- c) The Customer must either pay AC Mobility the Costs or make a claim on their insurance policy within 14 days. If the Customer elects to pay the Costs, AC Mobility will issue an invoice for the Costs, and the Customer agrees to pay the invoice amount within the period specified in the invoice. If the Customer elects to claim on their insurance policy, they must use their best endeavours to progress their claim in a timely manner and pay AC Mobility the insurance proceeds within 3 business days. Failure to do so will result in the customer paying the full replacement cost within 30 days.
- d) To the full extent permitted by law, the Customer releases and discharges AC Mobility from: all claims and demands on AC Mobility; and any loss or damage whatsoever and whensoever caused to the Customer (including their agents, contractors or employees) whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise arising directly or indirectly from a breakdown or failure of the Equipment (provided such breakdown or failure is not caused by a Defect or a negligent act or omission of AC Mobility or its employees, agents or contractors) or a negligent act or omission by the Customer, its agents, employees or contractors in the use, operation, maintenance or storage of the Equipment