

Equipment Hire

GWS Rehab Supplies
GEELONG WHEELCHAIRS
18/147 Marshalltown Road
GROVEDALE Ph: 5244 0844

CONDITIONS of HIRE of EQUIPMENT GENERAL RENTAL – DAMAGE WAIVER

- To pay hire charges as invoiced by the owner which is Geelong Wheelchairs, until goods are returned to owner's premises.
- To return goods in clean and original condition.
- To pay owner for any equipment lost or stolen while on hire, as invoiced by the owner.
- The owner has the right to terminate the hire and recover the hire equipment at any time.
- No warranty or condition express or implied is given by the owner as to the condition of goods or as to the suitability or fitness of the goods for any purpose.

GEELONG WHEELCHAIRS DOES NOT accept responsibility for any injuries to persons or damage to property belonging to the hirer, or to anyone else, arising out of any machinery hereby hired however such injury or damage may arise or be caused.

1. Misuse or abuse by the hirer
2. Misappropriation of wrongful conversion
3. Breach of any condition of this agreement
4. Loss or damage caused by mysterious disappearance of the equipment
5. Loss or damage caused by the operation of equipment in violation of any status, Commonwealth or State or any by-law there under
6. Loss or damage to tools and accessories
7. Loss or damage to tyres or tubes, batteries or charger
8. Loss due to theft

A. Identity

The hire shall indemnify and keep indemnified and save harmless the owner and owner's servants and agents from all damages, suits, actions, claims and damages of every description whatsoever, and howsoever arising directly or indirectly from the use, maintenance, transportation of the goods or otherwise and whether resulting from the negligence of the owners, its servants or otherwise.

B. Exclusion of Liability

The owner shall not be liable to the hirer or the hirer's servants of every description whatsoever and howsoever arising, either directly or indirectly from representations, warranties, term and conditions express or implied except in so far as statutory conditions and warranties, cannot be excluded under Part V Division 2a of the Trade Practices Act (1974) or relevant State Legislation, use maintenance, transport, operation of goods or otherwise and whether resulting from the negligence of the owner, its servants or agents or otherwise.