

Assistive Product Hire Terms and Conditions

1. INTERPRETATION

- 1.1. **ILCT** – Independent Living Charitable Trust, provider of the Assistive Products to the Customer.
- 1.2. **Customer** – means the person whose request for hire is accepted by ILCT, and, is identified in the contract entered into in store, by phone, online and or confirmed in emails.
- 1.3. **Guarantor** – a guarantor will be required where the Customer is under 18 years of age.
- 1.4. **Conditions** – means the standard terms and conditions of supply set out in this document and online.
- 1.5. **Contract** – the Customer's order which has been completed in store, by phone, online and or confirmed in emails, and ILCT acceptance of it, which will be subject to these Terms and Conditions at all times.
- 1.6. **Duration** – means the duration of the contract.
- 1.7. **Assistive Product** – means the assistive product or associated accessories that are being hired from Independent Living Charitable Trust.
- 1.8. **Services** – means the hire of Assistive Product by ILCT to the Customer for the duration, subject at all times to these conditions.
- 1.9. **Working Days** – means all days excluding weekends and public holidays as well as the period between Christmas Eve and New Year's Day.
- 1.10. **Working Hours** – means the hours of 9:00am to 5:00pm.
- 1.11. **Hire Period** – means the agreed duration of the contract.
- 1.12. **Start date** – means the date that the Hire Period starts.
- 1.13. **End date** – means the date that the Hire Period ends.

2. PARTIES TO THIS AGREEMENT

- 2.1. Customer – The person or persons hiring Assistive Product.
- 2.2. ILCT – Independent Living Charitable Trust.
- 2.3. Guarantor – A guarantor will be required where the Customer is under 18 years of age.

3. BASIS OF CONTRACT

- 3.1. The contract with ILCT commences when the Customer places their order and gives their authorisation to process payment for the contract, subject to any notification of non-acceptance from ILCT.
- 3.2. By placing an order with ILCT, the Customer warrants that they are:
 - 3.2.1. legally capable of entering into contracts; and
 - 3.2.2. at least 18 years old.

4. HIRE CHARGES

- 4.1. Assistive Product may be hired for:
 - 4.1.1. Daily;
 - 4.1.2. Weekly;
 - 4.1.3. Monthly; or
 - 4.1.4. as otherwise agreed to in writing.
- 4.2. The Customer agrees that ILCT may charge extra for any Assistive Product usage in excess of the agreed Hire Period or otherwise agreed to in writing.
- 4.3. The "Hire Periods" are;
 - 4.3.1. "Daily", meaning, 24 hours or overnight provided the Assistive Product is picked up after 9:00am and returned by 9:00am the following day;
 - 4.3.2. "Weekly", meaning, 7 days; and
 - 4.3.3. "Monthly", meaning, 28 days (e.g. if pick up occurs on the 1st of a month, return is to be by 5.00pm on the 28th of the month).
- 4.4. The Hire Period begins from the time the Assistive Product leaves ILCT's premises and runs until the Assistive Product is either returned to ILCT at one of three locations, Royal Oak, Botany or Browns Bay, removed by ILCT pursuant to clause 6, or the Contract is terminated pursuant to clause 7.
- 4.5. The Customer shall pay as invoiced for the following charges itemised on the invoice or otherwise notified to the Customer:
 - 4.5.1. the Assistive Product's bond;
 - 4.5.2. the Assistive Product's hire charge(s) for the Hire Period;
 - 4.5.3. delivery/removal charges (if applicable);
 - 4.5.4. excess use charges (if applicable);
 - 4.5.5. any damage to or loss of the Assistive Product (if applicable);
 - 4.5.6. cleaning fees (if applicable).

5. PAYMENT AND EXCESS CHARGES

- 5.1. All charges will be itemised, and the invoice details will set out the charges and applicable GST payable by the Customer.
- 5.2. The Customer will be required to pay:
 - 5.2.1. the Assistive Product's bond; and
 - 5.2.2. the Assistive Product's hire charge(s) for the Hire Period.

- 5.3. On return of the Assistive Product in good order and condition, the actual total charges including any applicable excess charges will be calculated and the Customer will either pay the balance outstanding or be refunded with the difference between the bond paid by the Customer and the actual total charges.
- 5.4. All bathroom and toileting Assistive Product will be provided from ILCT in a supplied canvas laundry bag. Bathroom and toilet Assistive Product must be returned in the supplied canvas laundry bag;
 - 5.4.1. all bathroom and toilet Assistive Product must be cleaned and dried before being placed in the supplied canvas laundry bag for return; and
 - 5.4.2. if the supplied canvas laundry bag is not returned with the item, it will result in an excess fee of \$80 being charged to cover the cost of a replacement bag.
- 5.5. Cleaning fees will be assessed and charged if the Customer returns Assistive Product that ILCT deems (in its sole discretion but acting reasonably) to be dirty. If ILCT determines on this basis that the Assistive Product will require additional cleaning, ILCT will advise the Customer at the time the Assistive Product is returned and notify the Customer of the relevant cleaning fees either:
 - 5.5.1. at the time the Customer returns the Assistive Product; or
 - 5.5.2. as soon as reasonably practicable if assessment of the cost of cleaning cannot be determined at the time the Customer returns the Assistive Product.
- 5.6. Failure by the Customer to return the Assistive Product on the agreed Hire Period “end date” will result in the Customer being responsible for excess charges.

6. HIRE PERIOD

- 6.1. This hire agreement is for a period, commencing on the “start date” and expiring on the “end date” that is agreed upon by the Customer and ILCT.
- 6.2. Upon expiry of the “end date” the contract will automatically renew unless and until it is terminated by the Customer by returning the Assistive Product.
- 6.3. The Customer must return the Assistive Product by the stated “end date”.
- 6.4. Failure by the Customer to return the Assistive Product by the stated “end date” will result in the Customer being responsible for continued hire payments until such return is made; and
 - 6.4.1. may result in ILCT using a third-party agency to recover the product/outstanding amount. In this instance the Customer will be responsible for all associated costs.

7. CUSTOMER'S RIGHT TO CANCEL OR EXTEND THE HIRE AGREEMENT

- 7.1. The Customer shall have the right to terminate the contract by giving notice to ILCT of 5 working days prior to the "start date" of the Hire Period for a full refund.
- 7.2. The Customer shall have the right to early termination of this agreement by returning the Assistive Product prior to the Hire Period's stated "end date". A refund will be at ILCT's sole discretion.
- 7.3. In the event of the death of the Customer, then on the return of the Assistive Product, this agreement shall be terminated. However, this termination shall not mitigate any outstanding payments, nor any liabilities to the Guarantor.
- 7.4. The Customer shall have the right to request to extend the period of hire of the Assistive Product by contacting ILCT on 0800 625 100 within 3 working days of the Hire Period's "end date". Hire extensions will be at the discretion of ILCT.

8. DAMAGES AND REPAIRS

- 8.1. The Customer is fully responsible for all damage costs that arise during the Hire Period of the Assistive Product.
- 8.2. Damages fees will be assessed and charged if the Customer returns Assistive Product that ILCT deems (in its sole discretion but acting reasonably) to be damaged. If ILCT determines on this basis that the Assistive Product will require repair, ILCT will notify the Customer of the relevant repair fees either:
 - 8.2.1. at the time the Customer returns the Assistive Product; or
 - 8.2.2. as soon as reasonably practicable if assessment of the cost of repair cannot be determined at the time the Customer returns the Assistive Product.
- 8.3. The Customer will immediately notify ILCT of any breakdown or if the product is defective or damaged in any way and without any attempt to repair.
- 8.4. The Customer must not let anyone work on the Assistive Product without first having obtained ILCT's written consent.
- 8.5. The Customer must let ILCT know as soon as he/she becomes aware of any defect(s) in the product. The Customer should use all reasonable endeavours to notify ILCT of defect(s) immediately.
- 8.6. ILCT will not and does not accept any responsibility or liability of the use of a defective or damaged Assistive Product, that may, or has caused damage, death or injuries to persons or property.

9. RESPONSIBILITIES OF THE CUSTOMER

- 9.1. The Customer must comply with the Assistive Product specifications. ILCT is not responsible for any injury or damage caused by the Customer failing to comply.
- 9.2. Any defects noted when the Assistive Product arrives for, or during the Hire Period are to be immediately reported to ILCT. The product is not to be used if defects are found.
- 9.3. The Assistive Product must be correctly used in accordance with the guidelines provided to prevent risk to the Customer or others.
- 9.4. The Customer shall take proper and reasonable care of the Assistive Product (including keeping the Assistive Product secured when not in use) and return it to the ILCT at the end of the Hire Period in the same order and condition as at the commencement of the hire and in a reasonably clean state.
- 9.5. The Customer must not modify the Assistive Product in any way;
 - 9.5.1. including the addition of stickers or name tags; and
 - 9.5.2. the Customer will be responsible for all costs associated with restoring the Assistive Product back to its original state.

ILCT reserves the right to change the Assistive Product Hire Terms and Conditions without any notice.

Last updated on 27 May 2019