

## Shockwiz Rental Agreement Form 2017

Shockwiz Serial Number:     TBC    

### 1. Rental Period and Late Fees

1.1 Rental period shall commence from when the User (or a third party nominated by the User) makes the purchase on the Cyclinic website and shall continue until the Shockwiz unit is confirmed as 'lodged' in the mail. If the unit is rented on a weekend, then the rental period will only begin on the next business day where the item can be collected or posted from Cyclinic to the user.

1.2 Where the Shockwiz unit has not been returned to Cyclinic on, or around the rental return due date (14 days from order) then Cyclinic shall be entitled to charge additional hire fees until the Shockwiz is returned to Cyclinic and the user expressly authorises Cyclinic to deduct such additional hire fees from the user's credit card (or Paypal email) which was provided at the time of placement of the user's order. Such additional charges shall be charged a fixed fee of \$20 for each day overdue.

1.3 When counting overdue days Cyclinic shall not count either weekends or Public Holidays when the post office is closed as being part of the overdue period.

1.4 If the user pays Cyclinic an amount equal to 150% of the recommended retail value in late fees and the user still has the item(s) in their possession, the item(s) is the user's to keep.

1.5 If the user has not returned the Shockwiz within 30 days of the purchase date, Cyclinic will consider the Shockwiz as non-returned and will charge the user's credit card or Paypal account 150% of the recommended retail value minus the rental and late fees that the user has already paid.

### 2. Delivery of the Shockwiz unit:

2.1 At Cyclinic's sole discretion, delivery of the Shockwiz shall be deemed to have taken place when the Shockwiz is delivered to the user's nominated delivery address and the user (or a third party nominated by the user) has accepted delivery by either delivery receipt, or after it is left in a safe place at the delivery location and is deemed as 'delivered' by Australia Post.

2.2 Delivery is free for the Shockwiz unit.

Cyclinic's standard delivery method is Express Delivery Service, operated by Australia Post (see Australia Post's Terms and Conditions). Express Delivery is a guaranteed next business day delivery within the Express Post network only. If the User's location is outside of the Express Post network, it will take more than one business day and Cyclinic has no control over this.

Local pickup (Monday-Friday) from Cyclinic is available, no appointment necessary. There are no concessions on the rental costs for local pickup.

2.3 The user shall make all arrangements necessary to take delivery of the Shockwiz whenever tendered for delivery. In the event that the user is unable to take delivery of the Shockwiz at the nominated delivery address and for any reason Cyclinic is required to redeliver the Shockwiz then Cyclinic shall be entitled to charge a reasonable fee for the redelivery.

2.4 Any delivery time or date given by Cyclinic to the user is an estimate only. The user must still accept delivery of the Shockwiz even if late and Cyclinic will not be liable for any loss or damage incurred by the user as a result of the delivery being late.

### **3. Risk/Insurance:**

- 3.1 Cyclinic retains property in the Shockwiz device, nonetheless all risk for the Shockwiz passes to the user on delivery.
- 3.2 The user accepts full responsibility for the safekeeping of the Shockwiz unit.
- 3.3 If the Shockwiz gets lost, stolen or damaged beyond repair, whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the user then the user will be liable to pay for replacement of the item. In assessing the replaceable value, Cyclinic will take into account, the demand in the market, the availability to purchase a replacement, the condition of the unit, and the rental fee that the user has already made.

### **4. Title To Hired Shockwiz unit:**

- 4.1 The Shockwiz is and will at all times remain the absolute property of Cyclinic.
- 4.2 If the user fails to return the Shockwiz to Cyclinic then Cyclinic may enter upon and into land and premises owned, occupied or used by the user, or any premises where the Shockwiz is situated and take possession of the Shockwiz.

### **5. Defects**

- 5.1 The User shall inspect and test the Shockwiz on delivery and shall within four (4) hours of receipt of the Shockwiz notify Cyclinic (by phone or email) of any alleged defect, damage, or failure to comply with what was ordered.

### **6. Return of the Shockwiz unit:**

- 6.1 Cyclinic will supply the user with a pre-addressed shipping label for the safe return of the unit. Cyclinic only confirms a rental period has concluded once the Shockwiz unit has been physically received by Cyclinic, and deemed in appropriate condition as per the conditions earlier stated.

Name:

Signed:

Date: