

SCHEDULE

THE HIRER

Name: _____

Address: _____

Telephone: _____

E-Mail address: _____

Driver Licence No: _____

THE GOODS

CHARGES

Rental: \$

Delivery: \$

PAYMENT METHOD

Cash Cheque Mastercard Visa

CREDIT CARD DETAILS (Required)

Card Number: _____ Exp date: _____

Name: _____

COMMENCEMENT DATE

HIRE PERIOD

VALUE OF THE GOODS

.....
Signed by the Hirer

.....
Signed by the Owner

OFFICE USE ONLY:



Delivery:

04483 04483
Po Box 1156, SALE VIC 3853
www.fitnessdelivered.com.au

This Lease is made on the date of acceptance by the Owner:

Between: FITNESS DELIVERED of Sale ("the Owner") of the first part
- and -

The person described as the Hirer in the Schedule hereto ("the Hirer")

Whereas the Owner has at the request of the Hirer agreed to lease the goods described in the Schedule to the Hirer at the rental and upon the terms and conditions hereinafter appearing.

Now This Lease witnesses and it is mutually agreed as follows:

1. In this Lease unless the context otherwise requires:

- (a) "GST" means the goods and services tax described in the A New Tax System (Goods and Services Tax) Act 1999 and related Acts, or any similar tax.
- (b) "the Goods" means the Goods described in Item 4 of the Schedule;
- (c) "Tax Invoice" means a valid tax invoice that meets the requirements of the legislation and any regulations governing the GST and any relevant requirements of the Australian Taxation Office (or other relevant administering body or person).

2.1 The Owner agrees to lease to the Hirer and the Hirer agrees to lease from the Owner, the Goods on and subject to the terms and conditions herein contained ON A MONTH TO MONTH BASIS or longer if provided for in the schedule. Upon the expiration of the hire period, the Hirer will be deemed to hire the goods again for the Hire Period referred to in the Schedule hereto unless the goods are otherwise made available for collection by the Owner in accordance with clause 11.1. It shall be lawful for the Owner to charge the Hire Fee to the Hirers credit card.

2.2 The lease shall commence upon the "Commencement Date" being the earlier of:-

- (a) the date of the Hirer taking delivery of the Goods; and
- (b) the date upon which the Owner is obliged to make a payment in relation to the Goods,

3.1 The Hirer acknowledge that:

- (a) the Hirer has satisfied itself as to the condition and suitability of the Goods and their fitness for the Hirer's purposes;
- (b) the Hirer has obtained medical advice regarding their ability to use the equipment

3.2 Subject to the terms and conditions implied by the Trade Practices Act 1974 (Cth) and by any applicable statute of any State or Territory, which implied terms and conditions which may not be excluded (and subject to any amendment thereof):

- (a) this Lease embodies all the terms and conditions of the transaction between the parties; and
- (b) the Hirer hereby acknowledges and agrees that no condition, warranty or representation, express or implied, is or has been given by the Owner, its servants or agents, as to the condition, quality, design or operation of the Goods,

4. (a) It shall be the Hirer's obligation to ascertain the date of, and to obtain at its own cost, delivery of the Goods. The Owner will not be liable in damages for any delay or refusal of delivery..

(b) The Hirer will take delivery of the Goods forthwith upon execution of this Lease.

(c) Should the Hirer after executing this Lease refuse to obtain or take delivery or shall fail to do so within a reasonable time after delivery is available, the Owner may by notice in writing elect to regard this Lease as having been terminated and shall be entitled to one months hire fee.

5. The Hirer shall pay to the Owner any amounts of rent in the manner provided for in the Schedule and interest on any overdue amount at the rate of 10% per annum.

6.1 The Hirer shall not remove the Goods from its address.

6.2 The Hirer:

- (a) must at all times use the Goods or cause, suffer or permit the Goods to be used only for the purposes for which the Goods are designed and store them at all time inside;
- (b) must maintain and keep the Goods in first class condition and repair.
- (c) Must not allow children to use the Goods unless under adult supervision.
- (d) Acknowledges having received the manufacturers manual for usage of the Goods.

6.3 If the goods shall be or become in any way out of order or repair, the Hirer shall forthwith notify the Owner who shall have the Goods repaired forthwith by skilled and properly qualified licensed personnel using suitable materials of good quality. The Owner shall be entitled to charge the repairs to the Hirers' credit card.

6.4 If the goods are damaged to such an extent that they are unable to be repaired then the Owner shall be entitled to payment by the Hirer of the Value of the Goods referred to in the Schedule hereto and may charge the Value of the Goods to the Hirers' credit card.

7.1 The Hirer shall indemnify, and keep indemnified, the Owner from and against:

- (a) all loss, destruction of, or damage to, the Goods through any cause whatsoever,
- (b) all liability, claims, suits and damages of an incidental to the Goods, their supply, use and hiring,

7.2 Without prejudice to Clause 7.1. the Hirer:

- (a) agrees to use and keep the Goods at its own risk; and
- (b) hereby releases to the full extent permitted by law the Owner and its agents, contractors and employees from, and indemnifies the Owner and its agents, contractors and employees against, all claims and demands of every kind and from all liability which may arise in respect of.
 - (i) the death of, or injury to any person of whatsoever nature or kind in, upon or near the Goods; or
 - (ii) the use, operation, repair, maintenance, transportation or storage of the Goods.

8 Nothing contained in this Lease, shall confer on the Hirer any right of property or interest in or to the Goods and the Hirer shall be a bailee thereof only.

9. If the Owner becomes entitled to retake possession of the Goods pursuant to the terms of this agreement, the Hirer hereby irrevocably authorises the Owner to enter upon any land or premises whereon the Owner or its authorised officer reasonably suspect that the Goods are, and for the purpose of such entry, break open any inside or outside gate, door fastening or other obstruction and detach and dismantle the Goods from any part of the premises, to which they may have been affixed.

10. The Hirer hereby indemnifies and shall keep indemnified the Owner, its agents, contractors and employees and any one or more of them, against any claim demand or action relating in any way to anything done in the purported performance of the rights contained in this clause 9.

11.1 (a) Upon the termination of this Lease, the Hirer shall within 24 hours make the goods available for collection by the Owner during normal working hours and the Goods shall be in good order and first class condition.
(b) If the Hirer fails to deliver the Goods, it shall pay to the Owner by way of liquidated damages for detention, an amount equal to two months rental payable by the Hirer during the term of this Lease.

11.2 (a) If the Hirer, having failed for at least seven (7) days to pay a rental which has fallen due; or to observe any of its other obligations under this Lease, the Hirer shall be deemed to have repudiated the Lease and to be in fundamental breach thereof.

(b) If the Hirer is deemed to have repudiated the Lease pursuant to Clause 11.2(a), the Owner: shall be entitled to terminate the Lease without refund or notice to the Hirer, and may retake possession of the Goods and recover liquidated damages for its loss in the amount provided for in Clause 11.1(b).

12. The Hirer shall notify the Owner in writing immediately of any change in the Hirer's address.

13. Any termination, whether by effluxion of time or pursuant to the provisions of this Lease, shall be without prejudice to the rights, powers and remedies of the Owner, with respect to any antecedent breach or non-observance by the Hirer of any term, condition or agreement on the Hirer's part to be performed and observed and any receipt of, or entitlement to, moneys arising upon such termination, shall be in addition to the Owner's entitlement to moneys which fell due prior to such termination.

14. Any notice, document, demand or other communication by one party to this Lease to another party shall only be duly given or made if in writing and sent through the post in a prepaid envelope to the relevant party at its address appearing herein,