

**The Cottage Medical Centre Pty Ltd**

**EQUIPMENT HIRE AGREEMENT**

BETWEEN: The Cottage Medical Centre Pty Ltd (ABN: 49 123 251 114)

Of 222 Torquay Rd, Grovedale VIC 3216

AND: The Customer (see Section 1 of Application for full details)

To contact The Cottage Medical Centre Pty Ltd:-

Address: 222 Torquay Rd, Grovedale VIC 3216    phone: 03 52416129    email: [sales@cottagehealth.com.au](mailto:sales@cottagehealth.com.au)

**TERMS AND CONDITIONS:**

The Customer hereby agrees to Hire or 'Rent to Buy' from The Cottage Medical Centre Pty Ltd the Equipment as listed in Section 3 of the application under the following terms and conditions:

**1. Rental Period**

Unless otherwise agreed in writing, Equipment is hired on a calendar monthly basis commencing on the date of delivery of the Equipment and terminating on the same date a *minimum* of 3 months after initial rental.

Note- All equipment hire is a 3 month minimum rental. A clear copy of customers driver's license & credit card will be taken as part of the contract.

**2. Rental Fees**

Customer shall pay the monthly rental fee as specified in Section 4 to The Cottage Medical Centre Pty Ltd by fixed instalments in advance, with the first instalment due on or prior the Commencement Date of the rental period, as specified in Section 4 of the application.

In the event that the monthly rental fee is not made or missed, a further fee of \$20 each missed payment shall become due and payable and will continue to accrue on the monthly anniversary until the Equipment is returned or brought up to date. In the event that the Equipment is returned in poor or misused condition then a \$400 maintenance fee will be debited from your nominated account.

**3. Rent to Buy**

All rent to buy equipment agreements are over a minimum of 24months unless previously agreed in writing to an earlier payout date. The equipment remains the property of The Cottage Medical Centre Pty Ltd until the final payment has been made to our satisfaction. The equipment will remain under warranty over the initial 24month period and any faults are to be directed to The Cottage Medical Centre Pty Ltd for resolution.

**4. Other Charges**

Delivery/Pick up fee is \$30 (within 15km of 3216) or negotiated depending on postcode outside this area. Customer pick up is available from our Grovedale facility by prior arrangement.

Customer shall be responsible for reimbursement to The Cottage Medical Centre Pty Ltd for any administration time required to chase payment or liaise with debt collection agencies in the event of non payment or disappearance of equipment. All costs associated with defaults or collection will be the responsibility of the customer.

## 5. Customer Covenants

Customer agrees that:

- (A) The Equipment remains the property of The Cottage Medical Centre Pty Ltd;
- (B) Customer shall not sell, charge, pledge or part with the Equipment;
- (C) Customer shall keep Equipment at the address as specified in Section 1 of the application (or notify us of any changes);
- (D) Customer shall use Equipment in a careful and proper manner at all times;
- (E) Customer shall notify The Cottage Medical Centre Pty Ltd immediately if any court judgment or order is levied against Customer or the property of Customer, or if a petition is presented for the liquidation of the Customer or a receiver is appointed or a scheme of arrangement is proposed; and
- (F) Customer shall permit The Cottage Medical Centre Pty Ltd or its agents to enter the premises where Equipment is located, provided reasonable notice is provided, in order to inspect Equipment or carry out maintenance to the equipment.

## 5. Warranty

The Cottage Medical Centre Pty Ltd warrants that each item of Equipment hired is of merchantable quality and fit for the purpose for which it was designed. It is for indoor and domestic use only.

## 6. Maintenance

The Cottage Medical Centre Pty Ltd shall at its expense provide regular maintenance and adjustment for Equipment and shall use its best endeavour to repair or replace Equipment which becomes defective during the rental period through no fault of the Customer. In the event that the Equipment does not operate properly, Customer shall notify The Cottage Medical Centre Pty Ltd and request instructions before taking remedial action.

## 7. Early Termination of Agreement

Notwithstanding the rental period, The Cottage Medical Centre Pty Ltd expressly reserves the right of early termination of the rental agreement, which may be exercised on demand and at the discretion of The Cottage Medical Centre Pty Ltd. In such an event Customer shall forthwith return Equipment to The Cottage Medical Centre Pty Ltd. The applicable rental shall be adjusted and payable on a pro rata basis. For the purpose of pro rata, a week shall be of seven (7) days and a month shall be of thirty (30) days.

## 8. Safekeeping

Customer is responsible for the safekeeping of Equipment and shall be responsible for any loss, theft, damage or destruction of Equipment. In the event that Equipment shall require repair or adjustment as a result of Customer misuse, abuse or negligence, Customer shall bear all costs of any such repair or adjustment including any freight and other associated costs or charges. Customer shall pay to The Cottage Medical Centre Pty Ltd the full replacement cost, as assessed by The Cottage Medical Centre Pty Ltd of Equipment which is lost, stolen, destroyed or damaged beyond repair. Any item of non-expendable materials (such as and including operations manuals) not returned to The Cottage Medical Centre Pty Ltd upon termination of the rental period, shall be charged to the Customer at full replacement cost or \$99 which ever shall be the greater amount.

## 9. Customer in Default

If Customer is in default of the provisions of this agreement, or has not returned Equipment as due, Equipment shall, upon request being made by The Cottage Medical Centre Pty Ltd, be delivered up by Customer to The Cottage Medical Centre Pty Ltd and the rental period shall upon delivery of Equipment to The Cottage Medical Centre Pty Ltd under the terms of this Agreement, be terminated but without prejudice to the rights of The Cottage Medical Centre Pty Ltd to require Customer to immediately pay such money as may be or become owing by Customer to The Cottage Medical Centre Pty Ltd. A monthly late fee of \$20 per missed payment will apply to all monthly payments not made on time. In the event that Equipment is not delivered up by Customer to The Cottage Medical Centre Pty Ltd within seven (7) days of a request being made in writing, Customer shall allow The Cottage Medical Centre Pty Ltd to enter the premises where Equipment is located during reasonable times and to remove Equipment. Any such removal of Equipment shall not be viewed as a default by The Cottage Medical Centre Pty Ltd of any of the terms and conditions contained in this agreement.

The Customer agrees that if the Customer defaults on our terms of lease, The Cottage Medical Centre Pty Ltd may list information about the Customer's credit default with a credit reporting agency.

## 10. Liability

In the event that Equipment does not function as warranted or in the event of any breach by The Cottage Medical Centre Pty Ltd of the Agreement, then, as far as the law permits, The Cottage Medical Centre Pty Ltd liability, if any, shall be restricted to the amount of the rental for the duration of the rental period during which the breach occurred and The Cottage Medical Centre Pty Ltd shall not be liable for any item of consequential loss.

## 11. Intellectual Property

All rights pertaining to industrial or intellectual property including but not limited to copyrights, patents and trademarks are expressly reserved. Customer shall not permit or authorise any copying or breach of such rights.

## 12. Damage or Loss

In respect to damage or loss of Equipment, the rental period shall continue until Equipment has been repaired by The Cottage Medical Centre Pty Ltd or replacement costs have been paid by Customer.

## 13. The Cottage Medical Centre Pty Ltd Usage Policy: *Strictly domestic and personal use only*

The Cottage Medical Centre Pty Ltd is not responsible for any personal injury to a participant caused by their participation in, or preparatory to or concluding their participation in, any sporting activity, game, competition, contest, race or performance or the practice, demonstration or trial thereof (whether supervised or unsupervised) of any nature or description.

## 14. The Cottage Medical Centre Pty Ltd Warning:

- 1). Users must read the user's manual and The Cottage Medical Centre Pty Ltd User's Guide/Tips before using the machine.
- 2). The Cottage Medical Centre Pty Ltd is not responsible for any loss or injury caused by improper usage.
- 3). Equipment program settings have been prepared without taking into account personal objectives or physical needs. Before using the equipment you should obtain medical advice as to the suitability of this equipment for your health needs. (Pulse monitors on machines are not of medical standard)
- 4). Please ensure speeds are suitable for the user as unsuitable speeds may cause injury.

## 15. General

A) This Agreement constitutes the entire agreement between the Customer and The Cottage Medical Centre Pty Ltd.

B) Statements or representations made by agents, employees, distributors and dealers of The Cottage Medical Centre Pty Ltd which add to or vary this agreement or the related documentation do not constitute warranties by The Cottage Medical Centre Pty Ltd, do not bind The Cottage Medical Centre Pty Ltd and should not be relied upon.

C) This Agreement may only be modified in a written amendment signed by an authorised officer of The Cottage Medical Centre Pty Ltd.

D) If any provisions of this Agreement are unenforceable, all other will remain in effect.

E) This Agreement shall be governed by the laws of the state of Victoria, Australia.

F) The Customer agrees that The Cottage Medical Centre Pty Ltd may obtain a consumer credit report containing information about them from a credit reporting agency for the purpose of assessing The Customer's application for Equipment Hire/Provision.

G) Personal information is collected from The Customer or in respect of The Customer to enable The Cottage Medical Centre Pty Ltd to provide or arrange for provision of the product or service requested. By signing this agreement The Customer agrees to our collection, use and disclosure of The Customer's personal information for provision of this product/service.

H) The Customer will be deemed in possession of the equipment outlined as (Section 1 of application) until such time as The Cottage Medical Centre Pty Ltd representative picks up the equipment and obtains the Customer's signature on a receipt indicating the return to The Cottage Medical Centre Pty Ltd possession (copy of receipt will be left with the Customer for their records).

## User Safety Guidelines and Tips

To ensure your safety and peak maintenance of the equipment we require that you read and acknowledge having read the following tips:

### ESSENTIAL:

- 1/ This equipment is for indoor home and domestic / personal use only - Not for commercial use
- 2/ Always wear clean running shoes (other footwear may cause injury & damage the belt)
- 3/ To commence use:
  - \*Stand on side of machine
  - \*Access machine as shown in user manual;
  - \*Turn machine on and adjust speed/level to your preference
- 4/ Only use speeds/levels you can handle, higher speeds/levels may cause injuries
- 5/ Ensure there are no objects near the machine which could hurt you should you fall
- 6/ Do not apply your body weight onto the pulse handles (lightly grip them)  
Use the side hand rails to stabilise your body position
- 7/ Follow the belt adjustment procedure in the manual to tighten up the belt if necessary
- 8/ Unplug the equipment power cord during storms to protect against power surges
- 9/ Keep drink and food stuffs away from the equipment
- 10/ Keep children away from the equipment
- 11/ Always keep the running board in horizontal position. Only foldaway when moving the treadmill to another area
- 12/ Ensure the safety key is in a secure place when not in use - Replacement of lost key will incur additional fee
- 13/ Use a screw driver to tighten up the screws if necessary under the display / control panel
- 14/ The pulse monitor (handgrip type) is not of medical standard (estimation only) Users with high level of body static electricity may interrupt or stop the operation of the treadmill when touching the hand grip pulse monitor
- 15/ Please do not hold any other objects (such as arm training equipment, etc) while using the Treadmill
- 16/ It is the renter's responsibility to ensure all users read the Safety Guidelines and User's Manual before using the equipment

*Note: It is important that you consult your GP or doctor before starting any new exercise regime. If you feel dizzy or have shortness of breath at any stage while exercising STOP what you are doing and consult a GP/doctor immediately.*

**Please enjoy using The Cottage Medical Centre Pty Ltd fitness equipment.**