HOMECARE EQUIPMENT SERVICES – HIRE & PURCHASE TERMS

The following terms cover the purchase and/or hire of equipment between the Homecare Unit Trust trading as Homecare Equipment Services (Homecare) and The Client named on the front of this document:

- Receipt of Equipment: The Client acknowledges receiving the item/s of equipment in good working order
 and condition as detailed on the front page of this Contract/Invoice/Delivery Docket from Homecare. In any
 event, receipt of equipment items by you (or another as you direct or on your behalf) upon delivery
 constitutes your agreement to be bound by these terms. The Client is responsible for any loss or theft.
- Liability of Usage: The Client agrees to indemnify Homecare from and against all costs, claims, liabilities
 and expenses that arise out of the use of equipment including but not limited to claims by third parties as a
 result of personal injury or property damage. Homecare will not be held liable for any injury, loss or
 damage sustained by The Client during use or transport of the equipment.
- 3. **Maintenance of Equipment:** The Client will ensure that the equipment is maintained in good working order and will make no unauthorised alterations or repairs to the equipment. If repairs or alterations are needed the client must contact Homecare as soon as possible on (08) 8338 7988 so the equipment can be repaired or replaced.
- 4. **Repairs and Replacement of Equipment:** By signing this document or receiving equipment items The Client agrees to pay the cost of repairing or replacing the equipment should any damage other than normal "wear and tear" occur during the period of hire. If a deposit has been paid this may be retained by Homecare to cover all or part of any costs incurred for repair or replacement of damaged equipment. If the equipment is lost or destroyed The Client is liable to pay the full cost of replacement.
- 5. **Cleaning:** It is expected that The Client will return the hired equipment in a clean condition. The Client accepts that equipment returned dirty will incur an additional cleaning charge.
- 6. **Ownership:** At all times the hire equipment remains the property of Homecare and may be retrieved at any time on the giving of reasonable notice.
- 7. Returning Hire Equipment: It is The Client's responsibility to return the hire equipment to either of 11b Myer Court, Beverley SA 5009 or 27 Anzac Highway, Keswick SA 5035 or contact Homecare Equipment on (08) 8338 7988 to arrange for collection of the hire equipment when it is no longer needed.
- 8. **Hire Charges:** All items are hired on weekly rates. Any part of a week is charged as one week. eg. Tuesday 19th November to Monday 25th November equals one week. A deposit may also be required.
- 9. **Time out:** The Client acknowledges that hire charges are incurred for **TIME OUT** <u>not</u> time used.
- 10. **Pricing:** Hire charges, Purchase prices and Delivery fees are subject to change without notice.
- 11. Invoice Payments: The Client agrees to pay the total outstanding balance of all charges shown on all invoices no later than fourteen (14) days from the date shown on the invoice unless other terms for payment are agreed. All invoices must be paid in full on the date of issue when equipment is collected or returned. Invoices are to be pre-paid in advance where possible.
- 12. **Authority to debit credit or debit account to pay invoices**: Without limiting the ability of Homecare to recover all amounts owing to it, the Client authorises Homecare to charge any amounts owing by the Client to any credit card or account details which are provided to Homecare to facilitate payments.
- 13. **Late Fees:** Hire rates are based on prompt payment. Our payment terms are <u>strictly 14 days</u>. Late Fees of \$11.00 per week (including GST) may be debited to overdue accounts.
- Liability of Costs incurred: The Client and/or Signatory of this Contract is liable for all costs incurred by or arising from this Contract.
- 15. **Purchase of Equipment:** Title of goods does not pass until paid in full. All goods remain the property of Homecare until all debts are paid in full.
- 16. **Purchase Returns:** No claim will be recognised after 7 days of delivery/receipt of goods. All returns are at The Client's expense with packaging and product as new and will be subject to a 20% restocking fee.
- 17. **Delivery/Collection:** Home delivery/collection can be arranged for a small charge based on location. If The Client is not home or available at a previously agreed time a re-delivery/collection fee may apply.
- 18. Payment Options:
 - By CASH upon collection or return of equipment.
 - By CHEQUE or MONEY ORDER Payable to Homecare Unit Trust.
 Please send to 11b Myer Court, Beverley SA 5009
 - By EFT (Internet banking) Account name: Homecare Unit Trust
 Bank: NAB Bank, BSB No: 085-483, Account No: 727 526 708
 Please use your <u>Invoice No</u>. and <u>Surname</u> as a reference (eg. 9192121 Smith).
 - By MASTERCARD or VISA. Call (08) 8338 7988 to make a payment. Credit card fees may apply.
- 19. Overdue Accounts: In the case of Overdue Accounts the Client agrees to pay ALL expenses incurred in pursuing recovery of overdue amounts including (but not limited to) legal fees, location administration costs and any fees payable to debt recovery consultants, late payment fees. Note that any default may be reported to a Credit Reporting agency.
- Change of Address: The Client will advise Homecare as to any change of permanent address within 14 days.











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