

Customer Service Contact : OFFICE - 1300 309 766 MOBILE- 0421 461 766 WEB- www.ambulate.com.au

Hirer / Rental Application Details

Full Name of Hirer / Rental Applicant:		
DOB:	Drivers Licence :	State:
Address:		
		State:
		Post Code:
Home Phone:	Mobile Phone:	
Email:	Referral Source:	
Privacy of Information : The above details are collected by Kneewalker Oz Pty Ltd - Ambulate for identification purposes . They will not be provided to any party other than where necessary for the delivery or recovery of the equipment, or costs that may be incurred associated with recovery actions in default.		

EQUIPMENT PROVIDED / COST OF EQUIPMENT

Product	Start Hire Date Day/Month/Year	Cost (Days)	Daily rate	SKW Serial Number	Charge Time	Total Costs
Kneewalker Steerable	/ /	\$ 137.50	Initial Hire 14 days		Initial Hire Minimum 14 days	\$ 137.50
Ongoing Hire Dates			@ \$5.00 or @ \$35.00		Per day or Per Week	
Total Costs						

Additional costs are incurred from the end of this period until all equipment is returned to Kneewalker Oz Pty Ltd -Ambulate in good order.

PAYMENT METHOD: WE ACCEPT CREDIT / DEBIT CARD PAYMENTS IN ADVANCE (Sorry No Cheques)

Credit Card # _____ Exp date ____/____/____

Name on Card _____ Amount \$ _____

AGREEMENT TO TERMS AND CONDITIONS

I agree to the above charges and to ongoing charges at the above listed daily rate whilst the equipment is in my hire. Such charges to be incurred using the Credit/Debit Card details I have provided on the application or by further cash payments where accepted.

I have read and understood the attached Terms and Conditions of the Rental Hire Agreement and agree to be bound by these. I am the applicant / or legally authorised by the applicant to act, in relation to this agreement and understand that the costs as explained and itemised in writing above will be charged on a continuing daily basis until such products are returned to Kneewalker Oz Pty Ltd-Ambulate or until such times as they are purchased by the applicant and all monies have been paid.

Signature: _____ Date: _____

AMBULATE

a division of Kneewalker Oz Pty Ltd

ABN 75 147 016 706

RENTAL TERMS AND CONDITIONS

The following terms and conditions constitute the entire agreement between you and Kneewalker Oz Pty Ltd for the hire/rental of the equipment described in the attached schedule. Any promotional brochures, marketing material or sales presentations provided or made available to you are informative only and do not form a part of this rental agreement.

1. PAYMENT

- 1.1 You are unconditionally bound to pay all rent in advance for any charges/amounts which may become due for the entire agreed term irrespective of whether the goods become damaged, lost, or destroyed. Such payments to commence with a minimum 2 week hire payable in advance, and following this you will be charged on a fixed daily rate basis collected fortnightly on or before the due dates as shown in the attached schedule.
- 1.2 Unless otherwise agreed, the rental instalments, and any other monies which might become due and payable, must be made by credit card. (Diners and Amex cannot be accepted)
- 1.3 You must pay or reimburse us for:
 - a) Any expenses we may reasonably incur in exercising any of our rights under this agreement, including, but not limited to, all costs and expenses, including legal costs (on a solicitor/client basis) which we incur to remedy any breach of your obligations under this agreement, and in repossessing or attempting to repossess the equipment.
 - b) In addition, you agree to pay us a late charge equivalent to 10% of the overdue amount by way of agreed liquidated damages for any breach of your obligations required under the terms and conditions of this agreement. This late charge will be payable with the next rental payment.

2. RENTAL TERM

- 2.1 By signing this document and giving it to us, you offer to hire/rent the equipment from us upon the terms set out in the attached schedule and these rental terms and conditions you may only withdraw or vary this offer with our written consent.
- 2.2 If you continue in possession of the equipment after the expiry of the term of the rental, until such time as the equipment is returned to us, you must continue to pay rental instalments, fortnightly in advance, each calculated as two week's proportion of the total rental payments payable during the rental, and the other terms of this agreement where relevant will continue to apply.

3. DELIVERY OF THE EQUIPMENT

- 3.1 Upon delivery of the equipment you will inspect it and satisfy yourself that it is in good operating order and condition. You must rely on your own judgement as to the quality and condition of the equipment, its fitness and suitability for any particular purpose. No warranties are given in that regard. To the extent permitted by law, damages for breach of warranties implied by law as to fitness and merchantable quality are limited to repair or replacement of the equipment with no liability for consequential damage. No salesperson or agent of the supplier is authorised to change any term of this rental agreement or to make any warranties or representations about it, oral or otherwise.

4. WARRANTIES

- 4.1 You warrant to us:
 - a) All information which you have provided to us is correct and accurate.
 - b) All warranties and conditions are excluded to the full extent permitted by law and Kneewalker's only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the equipment again or to the repair of the equipment

5. EQUIPMENT

- 5.1 You will keep the equipment in good order, repair and condition in accordance with the manufacturer's specifications and recommendations, normal wear and tear accepted,

You are only to use the equipment for the purpose that it was designed for and in accordance with the manufacturer's instructions.

- 5.2 You must not undertake any alteration or addition to the equipment which may adversely affect its value or modify the equipment without our written consent.
- 5.3 You must keep the equipment secure from theft or damage and not do anything to be done which is likely to jeopardise its safety condition or value.
- 5.4 You must maintain the equipment under your personal control and not enter into any agreement with anyone in relation to the equipment, accept as required to maintain or repair it, or do anything to prejudice our rights in the equipment.

6. OWNERSHIP OF THE EQUIPMENT AND OUR RIGHTS

- 6.1 At all times during the term of this rental we are the owner of the equipment. You only have the right to use or operate it and are the bailee of the equipment only.
- 6.2 You are to indemnify us against any loss or damage to the equipment and you must notify us immediately following any loss or damage occurring.
- 6.3 You must not attempt to transfer, dispose of, sell or otherwise deal with the equipment which may prejudice any of our rights as provided herein without our prior written consent.
- 6.4 You must indemnify us against any claims, actions suits or costs of any kind arising out of the use, operation or possession of the equipment, including, any claims in relation to a breach of any other person's intellectual property rights, copyrights, trademark or copyright infringement.

7. DEFAULT EVENTS

- 7.1 You will be considered to be in default and to have repudiated this rental agreement if
 - a) You fail to pay all rent and other amounts due on time and in accordance with the terms herein.
 - b) You default in complying with ANY of your obligations or purport to assign or in any way deal with the equipment or any of your rights under this agreement.
 - c) The equipment is lost or destroyed or we form the opinion that it is so damaged as to make its repair uneconomic.

8. OUR RIGHTS IN THE EVENT OF DEFAULT

- 8.1 In the event of default you will be deemed to have repudiated this agreement and we will be then entitled to terminate the rental by taking possession of the equipment. We are not obliged to provide you written notice of termination if we consider that the equipment or our rights upon termination may be adversely effected if we do not immediately initiate action to enforce our rights herein.
- 8.2 Upon termination of the rental you will immediately be liable to pay us without the necessity of prior demand, by way of liquidated damages, the recoverable amount as defined herein together with any other amounts payable under this agreement.
- 8.3 In the event that we terminate the rental pursuant to clause 7.1 (c) (loss/destruction) The amount payable will be the recoverable amount plus the market value which the equipment would have had if it had not been lost, damaged, or so destroyed.
- 8.3 The recoverable amount payable by you as prescribed above is the total of the following amounts;
 - a) Any rent instalments and any other monies then due but not paid, as at the date of default.
 - b) Upon repossession of the equipment, our reasonable expenses in repossessing it, which may include any legal expenses paid by us on solicitor/client basis in relation to the repossession, but
- 8.4 If you do not return the equipment as required under this rental agreement we may take all necessary steps to enter any premises where we believe the equipment may be located and repossess the equipment

9. END OF TERM AND RENEWAL

- a) At the end of the rental, however terminated, we are entitled to immediate possession of the equipment and you must return the equipment to such place as is specified by us, together with all accessories and manuals, in as good condition as the equipment was delivered to you, normal wear and tear accepted.
- b) Negotiate with us to extend the term of this rental agreement at a fair market rental,
- c) If you do not return the equipment to us, or do nothing, or fail to give us notice under this clause, this rental agreement will continue on a fortnightly basis at the daily rental specified in the schedule, until such time as you return the equipment.

10. APPLICABLE LAW

This agreement is governed by the law of the state of New South Wales and the parties submit to the jurisdiction of the Court system of that state.