Breastfeeding Help Canberra

Breast pump Hire - Terms and Conditions:

1.**Definitions**:

- “ACL” means the Australian Consumer Law Schedule of the Competition and Consumer Act;

- “Conditions” means these general conditions for the hiring of equipment;

- “Contract” means any contract for the hire of Equipment by the Supplier to the Hiree and includes any document(s) that set out details relevant to the hiring of equipment;

- “Consumer” is as defined in the ACL and in determining if the Hiree is a consumer, the determination is made if the Hiree is a consumer under the Contract;

- “Equipment” means the good supplied by way of hire by the Supplier to the Hiree;

- “Default Interest” means an interest at the rate from time to time prescribed in Section 2 of the Penalty Interest Rate Act 1983;

- “GST” means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;

- “Hiree” means person, jointly or severally if more than one, hiring the Equipment or acquiring the services;

- “Services” means the services provided by the Supplier to the Hiree;

- “Supplier” means “ Breastfeeding Help Canberra

- “Term” means the period specified in Item 4 of the Terms and conditons

-“ You” or “ Your” means the hiree in item 1 of the schedule

2. **Agreement, costs and term**

2.1.The Equipment is owned by “Breastfeeding Help” and We agree to loan it to you for the Term based on this Agreement

2.2 We will loan you the Equipment for the fees outlined in the most up to date Breastpump Hire Information sheet

2.3. This Agreement is for the Term unless the Hiree wishes to extend the period of hire and the Supplier has agreed that the pump is available for hire for the specified time. Extra costs will occur and have to be paid at time of extension of the Agreement.

2.4 We can agree with You in writing to extend the Term

3. **Ending the Lease**

3.1. You can end this Agreement by returning the Equipment to Us at Your own cost, however the loan fee will be calculated by full week terms and reimbursement of prepaid fees will only be considered if discussed with us prior and if more than the equivalent of one week hire fee.

3.2. We can end this Agreement by giving at least 7days notice to ensure you can organise a replacement pump. In case that we wish to end this Agreement we will ensure, that you will be reimbursed for the reminder of Term hiring fee.

3.3 The Breast pump Hire Agreement ends when You return the Equipment to us, or when We take the Equipment back from You, whichever happens first.

3.4. Expiry of Lease: Unless the Agreement is ended earlier under clauses 3.1. or 3.2., You must return the Equipment to Us by the end date stated on the Hire Agreement or a later date that We agree to in writing) at Your own cost.

4. **Our obligations**:

4.1. We:

(1) agree to provide the Equipment to you in clean and in good repair and working order; and

(2) will look after any repair, servicing and replacement of Equipment and in case of any defect or problem will try to replace the Equipment as soon as possible after You return it to us.

(3) If we are unable to replace the equipment or if there is a delay, you cannot ask for any compensation from Us or ask us to extend the Term, however we would reimburse you for the hire fee covering the remainder of the Term.

5.**Your obligations**

5.1. You accept, that we own the Equipment, and that Your rights are limited to those set out in this Agreement.

5.2. The equipment is only for You to use, You must not give, sell, loan, destroy, get rid of or do anything else with the Equipment that this Agreement does not allow.

Proper use of the Equipment

5.3. You must keep the Equipment safe and look after it, including keeping it in good condition.

5.4. You must:

(1) use the Equipment only for its intended purpose, and

(2) follow the

(a) manufacturer’s usage guidelines provided to you

(b) instructions and information that We give You

(3) clean and generally maintain the Equipment by following any instructions that We give You

5.5 You must not:

(1) try to repair or service the Equipment or let anyone else do so;

(2) tamper with, damage, modify, misuse or dirty the Equipment including by smoking near, or spilling food or drinks on the Equipment.

(3) allow anyone else to use the Equipment, or

(4) ignore any warning or warranty provided with or on the “Equipment”

5.6 Notification of Equipment faults or damage

(1) You must let “Breastfeeding Help Canberra’ immediately know about any defects, damage, loss, theft or any other problem with the Equipment and if required we will try to replace the Equipment.

(2) You must immediately stop using the Equipment if You experience any bad effects, including any side effects sated in the manufacturer’s usage guidelines and must let “Breastfeeding Help” Canberra know about the problem as soon as You can.

6. **Agreement to pay losses**

6.1. If You damage or lose the Equipment, You agree to pay Us the replacement or repair costs.

6.2. You also agree to pay for any other damages that arise as a result of You not complying with the Terms of the Agreement.

7. **General**

7.1. This Agreement is the full Agreement between Us in relation to the hiring of the Equipment (Breast pump)

7.2. Clauses 6.1. and 6.2. will continue to be effective after the end of the lease.