



Quambie Park Waroona (Inc) EQUIPMENT HIRE AGREEMENT

MA05

HIRER CONTACT DETAILS

Name _____

Organisation _____

Email _____ Phone _____

Address _____

_____ Postcode _____

Quambie Park Resident? Yes (no bond payable) No

Bank Account Details (for return of bond): Acc Name: _____

BSB: _____ - _____ A/C No: _____

HIRE DETAILS

Period of Hire

FROM _____ AM/PM on ____/____/____

TO _____ AM/PM on ____/____/____

Total Hire Period Days _____ Weeks _____ Months _____

Hire fee payable (as per 2.3 Schedule of Hire Fees) \$ _____ incl GST

Bond (if applicable) \$ _____ incl GST **Total: \$ _____ incl GST**

Equipment Hired:

4-wheel walking frame/ Zimmer frame

Non-slip mat

Over Toilet frame

Wheelchair (standard size)

Wheelie shower commode

Sara Steady

Gait belt

Stand up hoist

Slide Sheet

I have a copy, and I am aware of, the conditions applicable to the hire of Quambie Park Equipment and hereby agree to them forming part of this hire agreement.

I acknowledge I am not buying the equipment specified above.

I acknowledge I will be liable for any costs associated with loss or damage of the equipment for the duration of the hire agreement.

Signature of Hirer: _____ Date: _____

Quambie Park (QP)
Representative: _____ Date: _____

QP Rep Name: _____

OFFICE USE ONLY

Invoice Created No: _____

Signed Agreement Received Copy of Agreement to Hirer

Equipment Booking in Calendar

Payment received (on pickup) \$ _____

Bond Received \$ _____ Bond returned \$ _____

Invoiced for any additional fees as per 2.3 Schedule of Hire Fees

Staff Name _____ Date: ____/____/____

Quambie Park Equipment Terms and Conditions of Hire

1. Hire of Equipment

- 1.1. The hiring of the Equipment will commence from the commencement date specified on the booking form and continue for the term specified on the form.
- 1.2. The Hirer is entitled to use the Equipment for the hire period and for any agreed extension of the period.
- 1.3. The Hirer agrees to return the Equipment to Quambie Park on or before the end of the Hire Period as outlined on the form.
- 1.4. It is at Quambie park's discretion to refund any hire fee monies if the Hirer elects to return the Equipment prior to the end of the Hire Period specified on the form.

2. Payment for Hire

- 2.1. The Hirer agrees to pay Quambie Park the hire fee specified on the form for the Equipment for the Hire Period and as per 2.3 Schedule of Hire Fees, which includes any applicable GST.
- 2.2. The Hire Fee must be paid to Quambie Park prior to or on the commencement date of the Hire Period.
- 2.3. **Schedule of Hire Fees**
 - All fees are quoted in Australian dollars and are inclusive of GST
 - All fees stated are current 1 January – 31 December 2022.
 - Minimum hire period is three (3) days.
 - All fees include a 15-minute demonstration for the safe use of the equipment.

Equipment for Hire	3 days	Per week (1 – 3 weeks)	Per month (up to 2 months)	Per month (3 months or more)
4-wheel walking frame/ Zimmer frame	\$20	\$30	\$60	\$50
Over Toilet frame	\$20	\$30	\$60	\$50
Wheelie shower commode	\$30	\$60	\$120	\$100
Gait belt/ slide sheet/ non slip mat	\$20	\$30	\$60	\$50
Normal sized Wheelchair	\$30	\$60	\$120	\$100
Sara Steady	\$45	\$90	\$180	On application
Stand Up Hoist	\$75	\$150	\$300	On application
Bond	\$50 [no bond charged for residents of Quambie Park]			
Cleaning (if equipment not returned in reasonably clean condition)	\$75 per hour [charged in 15-minute increments]			
Repair (if fault of hirer)	\$75 per hour + parts			
Replacement (if equipment lost or beyond repair)	Replacement cost (new)			

3. Bond

- 3.1. A bond amount of \$50.00 per hire is required and will be held until the conclusion of the hiring period
 - 3.1.1. The hirer will acknowledge on Hire Form that the hirer stated on the form is liable for any costs associated with loss or damage of the equipment for the duration of the hire agreement.
 - 3.1.2. If total amount of additional charges (as stated in 2.3 Schedule of Hire Fees) is in excess of the \$50.00 bond, the hirer will be forwarded an invoice for the charges in excess of \$50.00 for settlement within seven (7) days.
 - 3.1.3. The bond will be returned in full or in part on return of the equipment and an inspection for cleanliness and condition of repair.
- 3.2. Quambie Park residents:
 - 3.2.1. Bond charges will not apply unless additional charges are required (refer 2.3 Schedule of Hire Fees)

4. Use, operation and maintenance

- 4.1. At the time of Equipment pick-up, Quambie Park will provide the Hirer with a 15-minute demonstration in its safe use and operation. This demonstration is included in the Hire fee.
- 4.2. The Hirer agrees that the use of the Equipment carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.
- 4.3. The Equipment must not be used by anyone other than the Hirer. The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations, respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- 4.4. The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.
- 4.5. The Hirer agrees to comply with all occupational health and safety laws relating to the use of the Equipment and related operations.
- 4.6. The Hirer must ensure the Equipment is returned to the Owner thoroughly cleaned. In the event that the Equipment is not thoroughly clean when returned to the Owner, the Hirer will pay the Owner the reasonable costs for cleaning the Equipment.
- 4.7. Unless the Hirer obtains the prior written consent of the Owner, the Hirer must not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

5. Hirer's warranties

The Hirer warrants that:

- 5.1. The Equipment will be used only for the purpose for which it was designed;
- 5.2. The Equipment will not be used for any illegal purpose;
- 5.3. The Hirer's vehicle is suitable for transporting the Equipment;

- 5.4. The Hirer will not, without prior written consent of the Owner, modify, or permit any modification of, the Equipment in any way;
- 5.5. The Hirer agrees that the Equipment complies with its description, is in merchantable condition and is fit for the Hirer's purpose; and
- 5.6. the Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.

6. Indemnity

The Hirer will indemnify and hold harmless Quambie Park against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Hirer's use of the Equipment.

7. Loss, damage or breakdown of Equipment

- 7.1. The Hirer will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted) during the Hire Period.
- 7.2. If there is a breakdown or failure of the Equipment, then the Hirer must return the Equipment to Quambie Park at the Hirer's expense and the Hirer must not attempt to repair the equipment.

8. Insurance

Quambie Park will maintain current insurance policies in respect of the Equipment to its full insurable value.

9. Liability

The Hirer will assume all risks and liabilities for and in respect of the Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Hirer's possession, use, maintenance, repair or storage of the Equipment.

10. Title

- 10.1. The Hirer acknowledges that Quambie Park retains title to the Equipment and that the Hirer has rights to use the Equipment as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Equipment and agrees not to do so.
- 10.2. The Hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Equipment and not to conceal or alter the Equipment or make any addition or alteration to, or repair of, the Equipment.

11. Repossession

- 11.1. Quambie Park may retake possession of the Equipment if the Hirer breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement.
- 11.2. If repossession occurs, the Owner will only charge the Hire Fee up to and including the time of repossession.

12. Completion of the Hire Period

The Hire Period is completed when the Equipment has been returned to Quambie Park:

- 12.1. In the same condition as when it was hired; and
- 12.2. On or by the date and time outlined on the hire form.

13. Default

The occurrence of any one or more of the following events will constitute an event of default under this Agreement:

- 13.1. The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.
- 13.2. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the bankruptcy law of Australia or another competent jurisdiction.
- 13.3. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

14. Remedies

On the occurrence of an Event of Default, Quambie Park will be entitled to pursue any one or more or more of the following remedies:

- 14.1. Declare the entire amount of the Hire for the Term immediately due and payable without notice or demand to the Hirer.
- 14.2. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- 14.3. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.
- 14.4. Terminate this Agreement immediately upon written notice to the Hirer.
- 14.5. Pursue any other remedy available in law or equity.

15. COVID-19 / Influenza Screening

Before entering Quambie Park, the hirer must:

- 15.1. Take their temperature using the thermometer provided. The temperature must be 37.5°C or below. If above this temperature, entry is not permitted.
- 15.2. Complete the *COVID-19 / Influenza Screening* form provided, including proof of vaccination status (as per 15 below). If unable to answer yes to any of the questions provided on this form, entry is not permitted.
- 15.3. If entry will not be permitted due to either point 14.1 or 14.2 above, it is the responsibility of the hirer to arrange an alternative person who will be permitted entry, to pick-up / return the equipment.

16. Vaccination Status

Quambie Park is subject to the requirements as stated in the *Public Health Act 2016 (WA) Visitors to Residential Aged Care Facilities Directions (No 8)*. This means, to enter the facility to pick up or return equipment, hirers must provide evidence of:

- 16.1. Complete (2 shots plus booster) COVID-19 vaccination, and a
- 16.2. Current (i.e. less than 12 months) flu vaccination.

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