

* Pharmacy details

Pharmacy name: Creswick Pharmacy

Address: 58 Albert St, Creswick Vic

Pharmacy contact details:

* Hirer details

Name:

Agreement no:

Address:

Phone number:

Identification and expiry date (e.g. driver's licence):

* Equipment details

Item 1:

Serial no:

Item 2:

Serial no:

Item: 3

Serial no:

Item: 4

Serial no:

* Hire period

Period:

Rate per period: \$

Total hire fee: \$

Not greater than 120 days

incl. Deposit and delivery charge

Deposit: \$

Total amount paid: \$

Delivery charge: \$

* Acceptance of hire

The Hirer accepts the goods in good condition and acknowledges as testified by his/her signature hereto that he/she has read and is aware of the conditions of hire endorsed on the back. In particular, he/she has inspected the goods and is satisfied that:

- the item(s) were checked by the Pharmacy for suitability prior to hire;
- the item(s) were measured to fit the Hirer (or is provided on behalf of the end user of the item as per the instructions provided by the Hirer);
- use of the item(s) was explained at the time of hire and written instructions were provided;
- proper maintenance and care of the item(s) was explained at the time of hire; and
- the Hirer is satisfied with the condition and suitability for the purpose of the item(s).

Signed by the Hirer:

Date:

Signed for and on behalf of the Pharmacy:

Date:

Conditions of hire

Your Hire Agreement

Your Hire Agreement consists of the front page of this form and these terms and conditions.

Acceptance

You accept the hire of the Equipment on these terms and conditions by signing and dating the front page of this form in the space provided.

Meanings

The following defined terms and their meanings appear in your Hire Agreement.

Agreement means your Hire Agreement with us, which is made up of the front page of this form and these terms and conditions.

Commencement Date means the date you signed the Agreement.

We or **us** means the Pharmacy named on the front page. **Our** has a corresponding meaning.

You means each person named as the Hirer on the front page and, if there is more than one, You means each of the persons named separately and jointly. Your has a corresponding meaning, and

Equipment means the equipment described on the front page.

Hire fees

You will hire the Equipment from the Commencement Date.

You will pay to us in advance the Hire Fee set out on the front page in the manner set out on the front page until the date when you return the Equipment to us.

We may ask you to pay us the Deposit set out on the front page, which we will hold during the hiring.

If you are in default, We may use the Deposit toward any balance owing to us or to compensate us for any loss.

Delivery of the Equipment

The Equipment always remains our property.

You must pay the Delivery Charge set out on the front page if the Equipment is delivered to you.

You will control, possess and be liable for any risk of loss to the Equipment on the earlier of, you collecting, we delivering or we delivering to a carrier to deliver to you, the Equipment.

We will not be liable for any delay in delivery of the Equipment or failure to deliver the Equipment to you.

Termination of Agreement and Return of Equipment

You may return the Equipment to us at any time.

We can demand the return of the Equipment hired by you at any time or if you are in default under the Agreement.

If you fail to return the Equipment within 14 days of our demand for its return, You grant us your consent to enter your premises and remove and collect the Equipment. We do not need any further consent from you to do so and we will not be liable for any loss suffered by you as a result of us entering your premises pursuant to this Agreement.

Proper Care

You agree that you will:

- Take proper care of the Equipment;
- Repair and keep and return the Equipment in good order and condition;
- Not encumber, sell, or otherwise deal with the Equipment and will not remove the Equipment from the State or Territory in which the Pharmacy is located;
- Use the Equipment in accordance with the instructions and as we recommend to you;

- Not mark, alter, number, cover up the Equipment unless we consent in writing;
- Not install or attach the Equipment to your premises; and
- Not use the Equipment for any unlawful purpose or which will cause harm.

Liability

You acknowledge and agree that apart from any rights and remedies under the Trade Practices Act and any other law that cannot be lawfully excluded;

All conditions and warranties, provided by statute or otherwise, are excluded concerning the Equipment and any services provided by us;

We will not be liable for any loss or damage that you may suffer in relation to the Equipment hired under the Agreement or for our services; and

You will indemnify us and keep us indemnified against any loss, death or injury to any person caused by your use, operation and possession of the Equipment.

Default

You are in default under this Agreement if:

- You breach any term of this Agreement;
- You do not make a payment in full, when required by the date it is due;
- You become insolvent or bankrupt;
- You seek to make an arrangement or composition with your creditors under a law relating to insolvency or bankruptcy;
- We are of the view that you are in financial difficulty; or
- You endanger the safety and condition of the Equipment.

If you are in default:

- You become liable to pay us the balance owing under this Agreement immediately; and
- You must return the Equipment to us immediately.

General Matters

We may assign any of our rights under this Agreement. We do not need your consent to do so.

A waiver of any of our rights under this Agreement does not occur unless we notify you in writing.

If any part of this Agreement is invalid, unforeseeable or is in breach of any law, it is to be excluded from this Agreement. The remainder of this Agreement continues in full force and effect.

You agree that you will promptly notify us of any change of address for the mailing of any notices which we may need to send to you.

You acknowledge and agree that:

- You have inspected the Equipment and you are satisfied that the Equipment is suitable and in a condition or of a quality fit for your use and purpose;
- You have been provided instructions for the proper use and care of the Equipment;
- We have not given you any warranty or made any representation as to the condition, suitability, quality or fitness for purpose of the Equipment;
- You have not made known to us the particular purpose for which the Equipment is required;
- This Agreement will be governed by the laws of the State or Territory in which the Pharmacy is located;
- This Agreement does not give you the right or option to buy the Equipment; and
- This Agreement is the entire Agreement between you and us concerning the Equipment.

CRESWICK PHARMACY

Jeff Unmack B.Pharm

58 Albert Street, Creswick Vic 3363

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