



Terms of Hire

1. The period of hire of the Equipment will commence on the day the equipment is handed over to the Hirer.
2. The Hirer agrees to the minimum hire term which is determined by the delivery zone map unless otherwise agreed to by Express@home.
3. A deposit will be held by Express at Home for the term of this agreement. In the event of the breach of the Agreement by the hirer, Express at home without limiting its own rights, may apply the whole deposit towards remedying the breach of compensating Express at Home for any resulting loss or damage or to recover any extra costs arising from pick up and or delivery of the pump.
4. The Hirer warrants and acknowledges that he/she has inspected the Equipment prior to or at the time of commencement of the hire and is satisfied that the Equipment is in good working order, perfect condition and suitable in all respects for the purpose of the Hirer.
5. At the time during the hire period, the Hirer shall take proper care of the Equipment and keep the Equipment clean and in good repair and condition (reasonable wear and tear excepted). At the end of the hire period, the Hirer shall return the Equipment to Express at Home in such repair and condition otherwise a cleaning or repair cost will be debited from the nominated credit card or deposit.
6. The Hirer shall not allow any person not authorized by Express at Home, to repair or otherwise carry out work on the Equipment.
7. The Hirer shall not sell, transfer, assign, mortgage, pledge, sub let, lead or otherwise deal with the Equipment from the State without the prior written consent of Express at Home.
8. On the occurrence of any or more of the following events, the period of hire will terminate and, without limiting all its other rights, Express at Home will be entitled to the return of the Equipment:-
 - a) The Hirer makes default in the payment on the due date of any fees or other amounts payable, or otherwise defaults in the service or performance of any of the terms in the agreement.
 - b) The Hirer does or causes to be done any acts, matters or things, which is likely to endanger the safety, condition or safe keeping of the Equipment.
 - c) An order is made for the sequestration of the assets of the Hirer, or the Hirer enters into any composition or arrangement with creditors.
 - d) Any other event that occurs which constitutes or evidence on the Hirer's part a repudiation or refusal to be bound by the agreement.
9.
 - a) The Hirer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded by agreement. Nothing in the agreement shall be taken to limit in any way the benefit of those conditions, warranties and rights. However, where under such law Express at Home is permitted to limit its liability to the minimum possible under the law.
 - b) Subject to (a) Express at Home disclaims and negates all other express or implied conditions and warranties and all prior representations and statements in respect of or relating to the equipment.
 - c) The Hirer shall indemnify and keep Express at Home indemnified against any loss or damage which may arise in respect of the Equipment or from the possession, use or operation of the Equipment by the Hirer or any other person and (without limiting the generality of the foregoing) against any loss or damage whatsoever for or in respect of injury to person or property arising out of the possession, use or operation of the Equipment by the hirer or any person in any manner whatsoever during the period until the equipment is returned. The indemnity does not apply in respect of loss or damage for breach of non-excludable condition warranty or right referred to in (a)
10. The Hirer warrants that he/she is authorised to make this agreement on behalf of all persons who possess, use or operate the Equipment during the period until the Equipment is returned.
11. The Hirer accepts and agrees that the Equipment always remains the property of Express at Home.