



Ergo Care Terms and Conditions

When hiring products from Ergo Care, please note that the following Terms and Conditions will apply.

1. This hire agreement applies to the hire by any person ("client") of any equipment from Ergo Care, unless Ergo Care specifically agrees in writing to vary this agreement.
2. All hires will incur a minimum charge of one month's rental. After the first month, hire rental will be charged on a monthly basis.
3. Any hiring will continue and will be subject to this agreement from the time the equipment is delivered to the premises as directed to by the client (or their agent) or is removed from the premises of Ergo Care by the client or agent (whichever is earlier) until the equipment is collected during business hours by Ergo Care from the premises to which the equipment was delivered or received back at the premises of Ergo Care ("the hire period").
4. The client is the person (including a corporate person) responsible for the payment of rental. The client is responsible for any loss of or damage to the hired item (howsoever caused) during the hire period. Any loss or damage must be reported immediately to Ergo Care and must be replaced or reinstated forthwith at the client's expense to the reasonable satisfaction of Ergo Care. If the equipment is not replaced or repaired within 30 days Ergo Care may at its sole discretion replace or recover and repair the equipment at the client's expense.
5. Any hired equipment must be used in accordance with its instructions and only for the purpose for which it was designed. The client is responsible for any uses of the equipment during the hire period by any person and indemnifies Ergo Care against any liability arising from any use of the equipment during the hire period. Liability of Ergo Care arising from any use of the equipment is excluded to the full extent permitted by law.
6. Charges apply for any delivery or collection of equipment, according to Ergo Care's Schedule of Rates and Charges ("price list"). The Schedule as published from time to time forms part of this hire agreement. Ergo Care's Schedule of Rates and Charges ("price list") may change without notice. A copy of the current Schedule is available upon request. Postage can be arranged for smaller items and will also be charged to the client. Equipment to be collected must be made available during ordinary business hours (weekdays 9am to 5pm) at the premises to which it was delivered.
7. Hired items may be purchased by arrangement with Ergo Care. For purchases within the first month of hire, the first month's rental will not be charged and the full purchase price will apply. Thereafter rental charges will be payable until the purchase date and 30% of the rental charges incurred for each month will be deducted from the full purchase price.
8. Ergo Care may terminate this agreement and recover any hired equipment if rental remains outstanding for 7 days and otherwise upon 1 day's notice given to the client or in writing to the premises to which the equipment was delivered.