

Terms & Conditions

Definitions

- a) The 'BUSINESS' means "1300SpaHire" and could mean any 1300SpaHire agent in the country authorised by Softub Australia to be a 1300SpaHire Agent.
- b) The 'HIRER' means any person, organisation or entity that hires equipment from the Business.
- c) 'EQUIPMENT' means the Softub™ and all items hired by the Business to the Hirer including accessories and parts relevant required for the operation of the Softub™.
- d) 'COMMENCEMENT OF HIRE' is the date on which the equipment was dispatched to the Hirer.
- e) 'HIRE PERIOD' or 'DURATION OF HIRE' is the period from Commencement of Hire until the equipment is available for collection by the Business (Off-Hire).
- f) 'HIRE AGREEMENT': These Conditions of hire together with a completed hire form constitute the entire agreement between the Business and the Hirer.
- g) 'OFF-HIRE' is the moment that the charge for hire ceases according to the Business.

2. General

- a) The Hirer acknowledges that the hire of any equipment from the Business is subject to these Conditions of Hire.
- b) These Conditions of Hire prevail absolutely over all terms & conditions proposed by the Hirer and can only be waived or varied in writing by an authorised representative of the Business.
- c) If any term or condition of the agreement is found to be void or unenforceable by law then the invalidity or unenforceability of the individual term or condition will not affect any other term, condition or aspect of the agreement.
- d) Equipment hired out by the Business does not purport to be new equipment.
- e) For the purpose of inspection, set up and removal the Business reserves the right to enter upon any premises where its equipment is on hire.
- f) Payment of the hire invoice is deemed to be an authorised representative of the hirer and puts in effect a legally binding document.
- g) The Hirer shall in addition to any other obligation on his/her part herein contained comply with all requirements of law relating to the equipment, their possession and use and the premises upon which they are for the time being situated and the occupation and use of such premises. The Hirer shall protect the equipment from any distress, execution or seizure and shall indemnify the Business and keep it indemnified from and against all losses, costs, charges, fines, damages and expenses suffered or incurred by it by reason or in respect thereof.
- h) The Softub™, once set up, is not to be moved under any circumstances without the permission of the business prior to moving the Softub™.
- i) The Softub™, once set up, is not to be drained under any circumstances without the permission of the business prior to draining the Softub™.

3. Payment

- a) Payment of the hired equipment will be made based on the charges quoted and / or agreed upon.
- b) The Hirer is liable for any expenditure, damage or loss incurred arising from repossession (in the case of the Hirer refusing to hand over the Equipment).
- c) The Hirer agrees to indemnify and keep indemnified the Business against any costs incurred by the Business in connection with the termination of the agreement including without limitation, legal fees on an indemnity basis and debt collection agency fees.

4. Ownership & Right of Possession

- a) Equipment on hire from the Business remains the property of the Business at all times whether owned by the Business or not and is strictly not for sale.
- b) The Business may repossess any equipment on hire from the Hirer at any time without notice or reason.

- c) For the purpose in (b) above a representative of the Business is authorised & entitled at any time and without notice to enter the Hirer's premises where the equipment is reasonably believed to be kept without liability for trespass or any resulting damage.

5. Damage or Loss

- a) The Hirer will be charged for any repair or replacement of damaged equipment including recertification and / or commissioning of the replacement equipment and any other associated costs (i.e. freight etc.)
- b) The Hire Period will continue until any damaged equipment is replaced or repaired to a hireable condition on current weekly rates.
- c) In the case of theft of equipment from the Hirer's address the Hirer shall promptly and in writing make the Business aware stating full circumstances of the theft including details of notification of the Police.
- d) The Hirer is responsible for any loss or theft of equipment and / or equipment ancillaries such as (but not limited to) hoses, special packaging etc.
- e) The Hirer acknowledges that a global positioning system may be fitted to the Softub™ and may be activated at any time during the hire to ensure the Softub™ is in the same place it was set up. The global positioning system may also be used for the purposes of retrieval should the need arise by law enforcement agencies.

6.1 The Hirer's Responsibility

- a) The Hirer shall at all times use the hired equipment within the hired equipment's limitations, specifications and capabilities intended by the manufacturer of the equipment. No extra chemicals or soaps will be added to the Softub™ at any time without the business consent.
- b) If the hired equipment breaks down or fails the Hirer shall immediately inform the Business as soon as practicable without any attempt to repair the equipment.
- c) If the hired equipment fails or breaks down out of negligence or misuse of the equipment by the hirer the hire charges will only cease once the hirer has paid for all repairs or replacement of the equipment.
- d) The Hirer shall ensure that the Equipment to be collected by the Business shall be in a clean and good order. Failure to do so may result in additional charges being charged to the Hirer on return.
- e) The Hirer shall not use or operate or permit the equipment to be used or operated in a manner or for a purpose for which the equipment was not designed or manufactured or for a purpose that is unlawful.
- f) The Hirer shall not use, operate or permit the equipment to be used or operated in a manner which, in the opinion of the Business would be likely to endanger the safety or condition of the equipment or any part thereof or the safety of any person or property.
- g) All accessories, replacements, instruments, tools and other equipment now supplied with or attached to or hereafter acquired to be use with or attached to the equipment shall be deemed to form part thereof.
- h) Fencing, if required by local council laws is solely the responsibility of the hirer.

6.2.1 The Hirer shall use, operate and possess the equipment at the Hirer's risk and the Business and/or its proprietors shall not be liable to the Hirer (except to the extent that liability cannot, by law, be excluded) for or in respect of any loss or damage whatsoever caused to the Hirer, his/her family members or guests whether by way of personal injury, delay, financial loss or otherwise arising from or incidental to a breakdown or defect in or any accident arising from the equipment and the Hirer shall indemnify the Business and its Proprietors jointly and severally and keep them indemnified to the full extent permitted by law from and against all actions, proceedings, claims and demands by any person whatsoever whether in respect of damage to property, injury to persons or otherwise arising out of or alleged to arise out of a breakdown or defect or any accident to or in respect of the equipment or the use or operation thereof.

6.2.2 The Hirer hereby indemnifies the Business and its Proprietors jointly and severally and keeps them indemnified from and against any such action, suit, proceeding or demand instituted or made against the Business and/or its Proprietors jointly or severally and resulting from or alleged to result from the operation or use of the equipment by or on behalf of the Hirer.

7. The Business's Responsibility

- a) The Business shall provide the hired equipment in what it believes to be a clean, sound and serviceable condition, capable of achieving the item's stated capacity under normal working conditions.
- b) The Business will only by request provide operating instructions for the equipment hired by the Hirer.
- c) The Business's liability for breach of any implied condition or warranty (statutory or otherwise) is excluded, or to the extent that it cannot be excluded is limited to repair or replacement of the hired equipment, or possible extension of the current Softub™ hire.

8. Insurance

The Hirer shall at all times ensure that the Hirer has adequate public liability insurance in place over the Hirer's premises and any equipment operated thereon and the Hirer hereby indemnifies and holds the Business and its Proprietors jointly and severally harmless against any claims of whatsoever nature and howsoever arising resultant upon any loss or damage whatsoever caused to the Hirer, any member of the Hirer's family or any friends or other invitees on to the premises of the Hirer for the purposes of utilising the equipment inclusive of personal injury, financial loss or otherwise arising from or incidental to such incident or any accident and the Hirer shall indemnify the Business and/or its Proprietors and keep them fully indemnified to the full extent permitted by law from and against all actions, proceedings, claims and demands by any person whatsoever whether in respect of damage to property, injury to persons or otherwise arising.

9. Operation

The Hirer is satisfied they have been shown how to use the hired equipment correctly, and agree to use the equipment as they have been shown.

10. Safety

The Hirer acknowledges they understand all the safety aspects of the hired equipment including but not limited to, the attached to the hired equipment Warning Labels, the locking procedure when not in use, and the RCD.

11. Credit Card as a Bond

The Hirer acknowledges that the credit card payment for hire will also be extended to cover the any damage or for any repairs due to the hired equipment being mistreated or abused plus the extended hire period mentioned above (5b), or if the hired equipment goes missing or is stolen. Credit card authorisation will only be used in those circumstances. Payment of the initial hire invoice authorises such payments if deemed necessary by the business.

12. Privacy Policy

1300SpaHire and any related companies treat you (the hirer's) privacy seriously. Any information given to 1300SpaHire in the course of hiring a Softub™ will remain with 1300SpaHire and it's affiliated companies. Your credit card details will not be recorded or stored on file after the hire is deemed complete by the 1300SpaHire agent.

12a. Refund Policy

The hirer is deemed to have taken responsibility in choosing the correct dates for the term of the hire. 1300SpaHire takes on the responsibility of ensuring the hired equipment will be available for the requested hire time. Please ensure you have the correct dates that you wish to hire the Softub™ as once the Softub™ is allocated to the hirer, that time and date is now locked in to the hirer. The hirer may change the dates they wish to hire the Softub™, provided a Softub™ is available for the new dates in the future, and you have contacted 1300SpaHire outside the minimum 10 days notice required. Under no circumstances will money be refunded.