



Conditions of Hire

1. IN THESE CONDITIONS

- (A) 'OWNER' means HEALTH IN MOTION, its servants and agents and includes related company of HEALTH IN MOTION within the meaning of the companies (NSW) code.
 - (B) 'HIRER' means the person named as the HIRER on the face of this document.
2. The Hirer shall pay the Owner's hire charges from the time the equipment leaves the Owner's premises until the time of return of the equipment to the Owner.
 3. In the event of any Equipment on hire or any part thereof being lost, stolen, or destroyed the Equipment shall nevertheless remain on hire until the Hirer has services the Owner a sum equal to the then current replacement value of the Equipment so lost, damaged or destroyed shall be deemed to have been returned to the Owner.
 4. In the event of the Equipment being damaged the Hirer shall forthwith return it to the Owner. The Hirer shall on demand pay the Owner a sum equal to the cost of repairing such Equipment.
 5. The Owner may terminate the hire at any time by notice in writing delivered to the Hirer specifying the date from which such termination will take effect and may recover the Equipment thereafter and the Hirer shall pay costs occasioned thereby and the Hirer authorised the Owner to enter the Hirers premises in order to effect such recovery cannot be effected the Equipment will be deemed to be lost within the meaning of Clause 3 above.
 6. The Owner gives no warranty express or implied as to the condition of the Equipment or as to the suitability or fitness of the Equipment for any purpose.
 7. The Hirer agrees to indemnify the Owner for any claims made against the Owner for any loss, damage, or injury arising directly or indirectly out of the hire or use of the Equipment which may be caused to the person or property of any person not a part hereto whether by negligence of the Owner or howsoever.
 8. The Owner is not liable for any delay, inconvenience, expense, injury or loss of any kind whatsoever whether caused by breakdown, non-performance, unsuitability, misdelivery, failure to deliver or unavailability of the Equipment or by the negligence of the Owner whatsoever.
 9. Notwithstanding anything herein contained this contract shall be subject to Terms, Conditions and Warranty as are implied by law relating hereto to the extent that they are incapable of being excluded by agreement.
 10. Injury may occur with misuse - use the Equipment is at Hirers own risk.
 11. It is recommended to have a medical assessment before use. Over exhaustion may be dangerous.