



## AT HOME SOLARIUMS

a division of Sandene Investments Pty Ltd.

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### HIRE CONTRACT

Between Sandene Investments Pty Ltd. T/A At Home Solariums and the "Hirer"

Hirer Name: \_\_\_\_\_

Address: \_\_\_\_\_ Suburb: \_\_\_\_\_

Post Code: \_\_\_\_\_ Ph:(H) \_\_\_\_\_ (W) \_\_\_\_\_ (M) \_\_\_\_\_

At Home Solariums hires to the hirer and the hirer agrees to take on hire, the equipment described below for the period commencing:     /     /20     and     Finishing:     /     /20

Description of Equipment: \_\_\_\_\_ Serial No: \_\_\_\_\_

Hire Period: \_\_\_\_\_ Weeks @ \$ \_\_\_\_\_ per week + delivery @ \$ \_\_\_\_\_ + Security Bond @ \$ \_\_\_\_\_

### HIRER CONSENT/DISCLAMER

Exposure to ultraviolet radiation such as from a sun-tanning unit contributes to the skin ageing process and may cause skin cancer.

People with fair skin who are unable to tan should not use a sun-tanning unit.

Intentional sun-tanning unit exposure should be avoided for 48 hours before and after sunlight or sun-tanning unit exposure.

Protective eye goggles must be worn at all times while undergoing sun-tanning unit exposure. You must not read while the sun-tanning unit is in operation.

There is additional risk, and sun-tanning exposure is not recommended if you have ever been treated for solar keratoses, skin cancer or you have ever suffered from an abnormal reaction or allergy to light.

There may be further risk if you are pregnant, taking certain medications by mouth or applying medications or certain cosmetics to the skin.

If there is any doubt in your mind in relation to any of the particulars described in the items above, consult your doctor before undergoing any ultraviolet exposure.

This hire unit must not, under any circumstances, be used by a person under the age of 15 years.

Persons under the age of 18 years must have parental consent.

The hirer hereby accepts the hire of the equipment on the terms stated on both sides of this form which they acknowledge as having read and understood. The hirer declares to be over the age of 18 and acknowledges having received a copy of this agreement.

Signed by Hirer: \_\_\_\_\_ Date:     /     /

Parent or guardian consent: \_\_\_\_\_ Date:     /     /  
(If people aged between 15 and 18 years of age intend to use the equipment)

Driver's License or Passport No. \_\_\_\_\_

# Conditions of Hire

The hirer agrees to accept the equipment subject to the following terms and conditions:

1. The Hirer shall pay to At Home Solariums immediately upon receipt of the equipment, all hiring and delivery charges payable under this agreement.
2. The Hirer shall pay to At Home Solarium s any additional hiring charges incurred through extensions of the initial period of hire at the rate of \$                      per day.
3. The Hirer, in event of an extension of the initial hire period, shall pay such hiring charges on or before the date of expiry      of the initial period of hire regardless of whether or not the equipment is used or operated by the hirer.
4. The Hirer agrees that should the Hirer prevent At Home Solariums its agents, servants or employees from collecting the equipment, whether by a deliberate and willful act, or unavailability, this shall constitute an extension of the period of hire.
5. The Hirer shall, at the end of the period of hire or any extension thereof, return the equipment in good condition and state of serviceable repair, fair wear and tear excepted, to At Home Solariums.
6. The Hirer will be liable for the cost of making good any damage to the equipment caused by the negligence, misuse, abuse or willful damage by the Hirer, and the Hirer's invitees.
7. The Hirer will be liable for any    loss of, or damage to, the equipment resulting from fire, flood, tempest, theft, or failure by the Hirer to return the equipment at the completion of the period of hire or at any time reasonably requested by At Home Solariums.
8. The Hirer will be liable fo r any loss of, or damage to, the ultraviolet tubes supplied by At Home Solariums and will pay for the replacement cost thereof excluding any loss or damage resulting after the equipment has been returned.
9. The Hirer hereby acknowledges that the equipment at    the commencement of the period of hire was in good working order and condition.
10. The Hirer covenants and agrees with At Home Solariums, as follows:
  - To keep the equipment at all times in the Hirer's own custody and control;
  - To keep the equipment at the addr    ess for use as set out herein and not to permit the equipment to be moved from such address without the prior written consent of At Home Solariums;
  - To permit At Home Solariums and/or it agents, servants and employees to enter into and upon premises occupie d by the Hirer to inspect the equipment;
  - Not to use the equipment for any abnormal or hazardous purpose;
  - Not to do or omit to do any act or thing whereby the rights of At Home Solariums may be prejudiced;
  - Without delay upon becoming aware of any defect in    the equipment notify At Home Solariums in writing of such defect;
  - Upon the termination of the period of hire to forthwith return the equipment in good working order and condition;
  - That the equipment shall at all times remain the property of At Home Solariu ms.
11. At Home Solariums reserves the right to cancel or terminate this agreement at any time providing At Home Solariums shall make a refund of any monies paid by the Hirer for the equipment on a pro rata basis.
12. In the event that this agreement is cancelled    or terminated by the Hirer prior to the return date, no refund of any monies shall be repayable by At Home Solariums to the Hirer.
13. The Hirer in the event of early termination of this agreement hereby grants to At Home Solariums its agents, servants and employees full leave and license to enter onto any premises where At Home Solariums may reasonably believe the equipment to be.
14. The Hirer covenants and agrees that At Home Solariums has given no warranty, either express or implied, in respect of the condition or description of the equipment and has made no express or implied representation as to the fitness for any purpose, the safety of or otherwise of the equipment and that the Hirer does not rely on the skill or judgment of At Home Solariums in determining if the equipment is reasonably fit for any purpose for which it is used by the Hirer.
15. It is a condition of this agreement that At Home Solariums does not accept any responsibility for and shall not be liable for any loss or damage or injury suffered by th e hirer or by any persons claiming through the Hirer arising out of the use by the Hirer or any other person of the equipment or as the result of any defect in or breakdown of the equipment and the hirer indemnifies and shall keep indemnified At Home Solar    iums from and against any and/or actions, suits claims brought by third parties in connection with the use of the equipment and from and against any and all legal liabilities losses damages and costs sustained by At Home Solariums arising from or in consequence of the hire of the equipment or its usage by the Hirer.
16. The Hirer accepts full responsibility for the use of the equipment and indemnifies At Home Solariums against any health related issues arising from the use of this equipment.
17. The Hirer agrees th at all conditions and warranties implied by law or statute are expressly negated and excluded except for those which cannot be excluded by contract between the parties.
18. Any acceptance of the return of or re-possession of the equipment by At Home Solariums    shall not constitute a waiver of any At Home Solariums rights under these conditions.
19. All the terms and conditions hereof shall be binding upon and endure for the benefit of any transferee or assignee of At Home Solariums.