

AIDACARE PTY LIMITED | Building 3A, 1 Moorebank Avenue, Moorebank NSW 2170

## STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions will apply to all Equipment provided by Aidacare Pty Limited (ABN 40 134 398 833), or a Related Body Corporate of that entity (**we, us, Aidacare**) to you, our Customer (**you, Customer**) and will apply notwithstanding any other terms proposed by the Customer.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Contract:

**Aidacare IP** means any Intellectual Property Rights of Aidacare (or licensed to Aidacare by a third party) which subsist in the Equipment Aidacare makes available in connection with a Contract.

**Contract** is defined in clause 2.1.

**Customer** ("You") means the person or entity specified in the Quote or Invoice (as applicable).

**Defect** means any error, omission, defect, deficiency or discrepancy in the Equipment or any other failure of the Equipment to comply with the Specifications.

**Equipment** means any goods, materials or items supplied by Aidacare as specified in the Quote or otherwise purchased from the Website.

**Express Warranty** has the meaning given to it in clause 11.1.

**Ex-Works** means the terms of Ex-Works Incoterms 2020.

**GST Law** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any regulations made pursuant to that Act.

**Intellectual Property Rights** means all copyright and analogous rights (including moral rights), all registered or registrable rights in relation to inventions (including patent rights), trademarks, designs, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

**Price** means the price for the Equipment specified in the Quote.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**PMSI** has the meaning given to it in the PPSA.

**Quote** means the quote for the Equipment the Customer requests to rent or purchase from Aidacare that is issued by Aidacare pursuant to these terms. Where Equipment is rented

or purchased online via the Website, then the shopping cart will form the Quote.

**Related Body Corporate** has the meaning given to that term in the Corporations Act 2001 (Cth).

**Rental** means an agreement, in accordance with these Terms & Conditions, to supply Equipment in return for ongoing periodic payments from the Customer. Title in the Equipment does not pass to the Customer.

**Rent-to-Buy** means an agreement, in accordance with these Terms & Conditions, to sell Equipment in return for a fixed number of periodic payments over an agreed period after which the title in the Equipment transfers to the Customer. Rent-to-Buy is only available to retail / individual Customers and, unless otherwise agreed, is not available to funding bodies or businesses. Rent-to-Buy is only available for non-customised Equipment with a value greater than \$1,000.

**Services** means any services we agree to provide to you in a Quote including, but not limited to repair and maintenance of Equipment and home modifications.

**Specifications** means the Equipment specifications as specified in the Quote or advertised on the Website.

**Website** means any website operated by Aidacare including but not limited to [aidacare.com.au](http://aidacare.com.au) and [mobilityhq.com.au](http://mobilityhq.com.au) which the Customer accesses information about the Equipment and can rent or purchase Equipment.

#### 1.2 In this Contract, unless the context otherwise requires:

- (a) "including" and similar words do not imply any limitation;
- (b) a reference to "\$" or "dollars" is a reference to Australian currency;
- (c) references to any party includes that party's executors, administrators, substitutes, successors and permitted assigns; and

- (d) references to statutes include all statutes amending, consolidating or replacing such statutes.

## 2. CONTRACT

- 2.1 A contract is formed when we issue to you, and you accept, a Quote for the rent or purchase of Equipment and/ or Services, (the **Contract**).
- 2.2 The Contract consists of, in order of precedence: (i) the Quote (ii) and these Standard Terms and Conditions.
- 2.3 Once a Quote is accepted by you, it cannot be cancelled or modified without our written consent.
- 2.4 If we agree to accommodate your request for cancellation or alteration, then we may amend the Quote to impose reasonable material, labour, storage or cancellation charges.
- 2.5 If you rent any Equipment under these terms, then the Rental Terms at Annexure 1 will also apply to your rental and form part of the Contract.
- 2.6 If you Rent-to-Buy any Equipment under these terms, then the Rent-to-Buy Terms at Annexure 2 will also apply to your rental and purchase, and form part of the Contract.

## 3. DESCRIPTION OF THE EQUIPMENT

- 3.1 All descriptions, performance figures and other descriptive documents and illustrations given to you by us are a general guide of the Equipment, and do not form part of this Contract nor will they be deemed to be a representation, warranty, term or condition of, or relating to, this Contract.
- 3.2 We reserve the right to amend the Specifications without notice. The most up to date Specifications and pricing will be as specified in your Quote.

## 4. NDIS PARTICIPANTS

- 4.1 This Clause 4 applies to all Customers who are purchasing or hiring our Equipment or Services as NDIS Participants.

### Providing Feedback and Complaints

- 4.2 The NDIS Complaints Management and Resolution Rules 2018 provide clear guidance on your rights and our responsibilities. We are required to ensure that we implement and maintain a system to manage and resolve complaints in a way that is easy for you to use and fair and efficient.
- 4.3 If you, your family or care-provider or advocate wish to provide feedback or make a complaint, you can do so in a number of ways:

- (a) Verbally by calling 1300 362 203;
- (b) Via the Aidacare website NDIS Feedback option, at: [aidacare.com.au/contracts/national/ndis/](https://aidacare.com.au/contracts/national/ndis/)

If you remain unsatisfied you may also provide feedback or make a complaint via the NDIS Quality & Safeguards Commission portal at: [ndiscommission.gov.au/about/complaints](https://ndiscommission.gov.au/about/complaints)

- 4.4 When you provide feedback or make a complaint, your complaint will be registered in our Product & Service Non-Conformance System and a team member will review your case and reach-out to you to discuss your complaint and work with you to find the best outcome.

### Incident Management

- 4.5 As a registered provider, the NDIS Incident Management and Reportable Incident Rules require us to have primary responsibility for preventing and managing all incidents relating to our client participants.
- 4.6 We are required to maintain systems to track incidents and manage the reporting of certain incident-types to the NDIS Quality & Safeguards Commission.

## 5. CULTURAL & LANGUAGE REQUIREMENT

- 5.1 Please advise our staff of specific cultural considerations required by you at the time Equipment assessment or delivery is arranged.
- 5.2 If Translation & Interpreting Services are required, you are advised to register with TIS National who will provide you with a client code. Call 131 450 (within Australia).

## 6. PRICE

- 6.1 In consideration for the supply of the Equipment, whether for rent or purchase, and/ or the Services, you must pay us the Price in accordance with this Contract.
- 6.2 Unless expressly stated otherwise, the Price is Ex-Works from our designated warehouse or distribution centre. Freight charges for delivery to your premises will be notified to you and added separately to the invoice.
- 6.3 If we are liable to pay any taxes, levies, duties or tariffs howsoever described, levied by a competent taxing authority, in respect of goods or services properly supplied by us under this Contract, you will pay us the amount for which we are liable.
- 6.4 You authorise us to set-off without notice any undisputed amount held by us against any amount owing by you to us.

6.5 The parties agree that all amounts payable under this Contract are expressed on a GST exclusive basis. If GST is payable in relation to a Taxable Supply, the amount payable for that Taxable Supply is the amount for that Taxable Supply specified in this Contract plus GST. The parties must provide each other with all documentation required to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made under this Contract. In this clause 6.5, the terms “GST”, “Taxable Supply” and “Input Tax Credit” have the meaning given in the GST Law.

## 7. INVOICING AND PAYMENT

- 7.1 All invoices must be paid in full, without set-off or deduction, into Aidacare's nominated bank account within 30 days of issue.
- 7.2 For non-credit Customers (including Rental and Rent-to-Buy), all invoices must be paid by electronic funds transfer, credit card or by equivalent means into Aidacare's nominated bank account prior to delivery of the Equipment or Services. Subsequent invoice payments are due at the beginning of each billing period.
- 7.3 Failure to pay amount when due will, in addition to any other rights, entitle Aidacare to:
- (a) collect any Equipment that has not been paid for;
  - (b) suspend further deliveries of Equipment; and
  - (c) terminate the Contract in accordance with clause 17.1 of our Standard Terms & Conditions.
- 7.4 Where Aidacare has exercised our rights under clause 7.3, we remain entitled to payment for Equipment already delivered and may elect to charge interest at 3% per annum over our nominated bank's overdraft lending rate for any overdue amounts.

## 8. DELIVERY

- 8.1 If requested by you and provided for in the Contract, we will deliver the Equipment in accordance with the delivery terms specified in this Contract. All delivery dates referred to in the Contract are our best estimate and may be subject to change. We are not liable to you in respect of any delay or non-delivery of the Equipment however caused.
- 8.2 We will attempt to combine multiple orders for a single shipment. We reserve the right to supply the Equipment in several shipments. You will be invoiced for such part delivery in accordance with the Contract.

- 8.3 If you are unable to accept delivery within 14 days of receiving notice from us that the Equipment is ready for dispatch, or we are prevented from making delivery due to causes beyond our reasonable control, then:
- (a) to the extent permitted by law, the Equipment will be deemed to have been accepted by you;
  - (b) payment will be due and payable by you; and
  - (c) we will store the Equipment at any available location at your risk.
- 8.4 We must be advised in writing of all shortages in quantity delivered and any breakage or loss within 48 hours of receipt by you of the Equipment.

## 9. ACCEPTANCE OF EQUIPMENT

- 9.1 Equipment will be deemed to be accepted by you upon delivery or pursuant to clause 8.3(a).
- 9.2 Subject to any rights you have under Australian Consumer Law (ACL) if, upon inspection or testing, you find any Defect, you may within 48 hours after acceptance of the Equipment and acting reasonably:
- (a) reject the defective Equipment by notifying us in writing of the relevant Defect with reasons for rejection; and/or
  - (b) request us to make good the Defect at no additional charge to you by providing written reasons for rejection to us.

## 10. TITLE AND RISK

- 10.1 Title in Equipment purchased from Aidacare, passes to the Customer on receipt of payment in full for the Equipment by Aidacare.
- 10.2 Title in Equipment rented from Aidacare remains at all times with Aidacare. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.
- 10.3 Title in Equipment on Rent-to-Buy from Aidacare passes to the Customer on completion of all periodic payments for the Equipment as identified in the Rent-to-Buy Agreement. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.
- 10.4 You acknowledge and agree that, in relation to Equipment supplied to you under rental or credit terms, we are entitled to register our interest against you in accordance with clause 18.4 of these terms and retain title in the Equipment

until paid in full. You agree to indemnify us in relation to all costs associated with registering such interest.

- 10.5 Risk passes to you on delivery of the Equipment.
- 10.6 In the event that you choose to use your own carrier, we will only be responsible for loading of the Equipment to the carrier. Delivery of Equipment to your carrier shall constitute delivery to you; thereafter all risk of loss or damage shall be your responsibility with claims submitted to your carrier.

## 11. WARRANTY

- 11.1 We warrant that the Equipment rented and sold by us is free from defects in material and workmanship for the warranty periods specified in our literature and websites (**Express Warranty**).
- 11.2 Our Express Warranty operates alongside all rights and remedies which consumers may be entitled to under Australian Consumer Law and any other relevant legislation.
- 11.3 All warranty claims must be made in accordance with the Warranty Process per **Annexure 3: Warranty Process**.

### Australian Consumer Law

- 11.4 Where the supply comprises a supply to a consumer pursuant to the Australian Consumer Law (**ACL**), equipment supplied by us comes with guarantees that cannot be excluded.
- 11.5 For further information about the Australian Consumer Law and consumer guarantees, visit [consumerlaw.gov.au](http://consumerlaw.gov.au).
- 11.6 For major product failures: the Customer is entitled to a repair, replacement or refund and compensation for any other reasonably foreseeable loss or damage. Costs of shipping for inspection or repair of major product failures are paid for by Aidacare.
- 11.7 For other product failures where goods are not of acceptable quality but the failure does not amount to a major failure: The Customer is entitled to have the goods repaired free of charge. Aidacare may, at its discretion, provide you with a refund or store-credit. The Customer is responsible for paying the costs of shipping for inspection or repair of non-major failures. If the failure is determined to be major, then these costs will be refunded to the Customer by Aidacare.

## 12. RETURNS AND REFUNDS

- 12.1 All return requests will be considered and processed in accordance with our Returns Policy which can be viewed at **Annexure 4: Returns Policy**.

- 12.2 No cash refunds will be provided. If a refund is approved it will be issued either by:
- (a) EFT direct to a bank account or credit card;
  - (b) EFT to the relevant funder;
  - (c) Offsetting credit to an account.
- 12.3 Other than any remedies under ACL or other relevant legislation, Equipment which is used in a way or environment that would create OH&S and hygiene risks may not be returned. This includes any Equipment that may have been soiled or exposed to biological contamination and includes but is not limited to Equipment used for: bathroom & bathing; toileting; toileting & hygiene slings; stockings & undergarments; pillows, bedding & protectors; continence products; bracing & supports; compression garments; personal kitchen aids; cutlery & crockery.

## 13. LIABILITY AND INDEMNITY

- 13.1 Notwithstanding any other clause of this Contract, to the extent permitted by law, our aggregate liability in connection with this Contract, whether based upon warranty, contract, statute, tort (including negligence) or otherwise is limited at our option to one of the following:
- (a) replacement, repair or resupply of those Equipment or Services; or
  - (b) the cost of replacing, repairing or resupplying those Equipment or Services;
- but will not exceed the Price paid by you to us under the Contract in the 12-month period preceding the date the claim arose.
- 13.2 We are not responsible to you or any other party for:
- (a) any loss of revenue and profit, loss of anticipated revenue and profit, loss of savings, loss of data, loss of business opportunity, loss of contract, loss of use, loss of reputation, loss of goodwill, business interruptions, or any indirect, special, consequential or incidental damages howsoever arising,
  - (b) direct, indirect, consequential or inconsequential injury, loss or damage whatsoever by reason of any delay in delivery, deterioration, deficiency, total or partial destruction, distortion, erasure, corruption, alternation, misinterpretation or misappropriation of data; and
  - (c) other fault or harm in the Equipment supplied by or on behalf of or in any arrangement with us and whether or not due to the negligence of us, our servants or our agents.

13.3 To the extent permitted by law, the rights and remedies in this Contract are the sole and exclusive rights and remedies available to you in connection with this Contract and the supply or failure to supply the Equipment.

## 14. INTELLECTUAL PROPERTY

- 14.1 You acknowledge that we remain the owner of all Aidacare IP.
- 14.2 We grant you a non-exclusive, royalty free license to use the Aidacare IP to the extent necessary to enable you to use the Equipment or Services.
- 14.3 You must not alter or remove any copyright statement or other notice of ownership or Intellectual Property Rights which accompanies the Equipment.

## 15. PRIVACY

- 15.1 We will handle your personal information in accordance with our privacy policy which can be found on the Aidacare website: [www.aidacare.com.au/about-aidacare/privacy-statement](http://www.aidacare.com.au/about-aidacare/privacy-statement)
- 15.2 If you feel your personal data has not been appropriately managed by us, you can make a complaint:
- (a) Verbally by calling 1300 362 203;
  - (b) Via the Aidacare website:  
[aidacare.com.au/about-aidacare/contact/](http://aidacare.com.au/about-aidacare/contact/)
- If you remain unsatisfied you may also make a complaint via the Privacy Commission:  
[oaic.gov.au/privacy/privacy-complaints/](http://oaic.gov.au/privacy/privacy-complaints/)

## 16. FEEDBACK, COMPLAINTS & OPT-OUT

- 16.1 Your feedback is important to us and plays a key part in improving our processes to provide you with a better service.
- 16.2 Feedback and complaints may be provided:
- (a) Verbally or via email directly to your point of contact;
  - (b) Verbally by calling our central complaints line on 1300 362 203;
  - (c) In writing via the Aidacare website at:  
[aidacare.com.au/about-aidacare/contact/](http://aidacare.com.au/about-aidacare/contact/)
- 16.3 From time-to-time we may ask you to complete a Customer Satisfaction Survey. The outcomes of these surveys may also be included with our NDIS Quality & Safeguards Audit.
- You have the right to 'Opt Out' of the survey process (or where relevant) the inclusion in the NDIS Quality Audit at the time of our request or after that by making contact with us.

## 17. TERMINATION

- 17.1 We may terminate a Contract:
- (a) immediately on written notice if you are in default of the Contract and the default is not remedied within 14 days of receiving written notice to remedy the default; or
  - (b) immediately on written notice if you become bankrupt, are ordered to wind up, pass into liquidation or administration or have a receiver, manager or administrator appointed.
- 17.2 Upon termination of the Contract in accordance with clauses 17.1 you must pay us all amounts owing to us up to the date of termination of this Contract, including reasonable costs incurred by us as a result of the termination of this Contract (including third party cancellation fees and administrative costs).
- 17.3 You may only cancel all or part of an order made under a Contract with our written consent.
- 17.4 If this Contract is terminated or an order is cancelled before the supply of Equipment or Services, you must pay to us all costs incurred by us arising from the cancellation including any third-party costs incurred by us relating to the Contract.
- 17.5 If this Contract is terminated or an order is cancelled after commencement of the supply of Equipment or Services, you must pay to us the Price and any other amounts owing by you, unless otherwise agreed by us in writing.

## 18. PERSONAL PROPERTY SECURITIES ACT

- 18.1 This clause 18 applies to all purchases on credit and rent of Equipment.
- 18.2 For the purposes of this clause 18, the terms 'financing statement', 'financing change statement', 'security agreement' and 'security interest' have the meanings set out in the PPSA.
- 18.3 You acknowledge and agree that:
- (a) each Contract constitutes a security agreement and a PMSI for the purposes of the PPSA; and
  - (b) a security interest is taken in all Equipment previously supplied by us to you (if any) and all Equipment that will be supplied in the future by us to you during the continuance of our relationship.
- 18.4 You agree to do anything (including obtaining consents, signing or producing any further documents, and/or providing any further information) which we ask for and consider necessary for the purposes of:



- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
  - (b) enabling us to apply for any registration, complete any financing statement, financing change statement or give any notification, in connection with the security interest; and/or
  - (c) enabling us to exercise rights in connection with the security interest.
- 18.5 Everything that we are required to do under this clause 18 is at your expense.
- 18.6 You waive any rights you may have to receive notices under sections 95 (Secured party must give notice of removal of accession), 118 (Enforcing security interests in accordance with land law decisions), 121(4) (Enforcement of security interests in liquid assets--notice to higher priority parties and grantor), 130 (Notice of disposal of collateral), 132(3)(d) and 132(4) (Secured party to give statement of account), 134(1) (Proposal of secured party to retain collateral), 135 (Notice of retention of collateral) and 157 (Verification statements--secured parties to give notice to grantors) of the PSSA.
- 18.7 The parties agree that sections 96 (When person with an interest in the whole may retain accession) and 117 (Obligations secured by interests in personal property and land) of the PPSA do not apply to these terms and conditions.
- 18.8 You waive any rights you may have under sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement) of the PPSA.
- 18.9 Neither party will disclose information of the kind mentioned in section 275(1) (Secured party to provide certain information relating to security interest) of the PPSA, and you will not authorise, and will ensure that no other party authorises, the disclosure of such information.

## 19. GOVERNING LAW AND JURISDICTION

This Contract is governed by and construed in accordance with the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## 20. GENERAL

- 20.1 This Contract contains the entire understanding between the parties concerning the subject matter of this Contract and supersedes all prior communications.
- 20.2 The failure of either party to enforce any provisions under this Contract will not waive the right of such party thereafter to enforce any such provisions.
- 20.3 All notices and consents relating to this Contract must be in writing. Except as specified otherwise, this Contract cannot be amended or varied except in writing and signed by the parties.
- 20.4 If any term or provision of this Contract is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Contract and the remaining terms and conditions will be unaffected.
- 20.5 Clauses 7, 13, 14, 17.2 and 20 and any other clause that by its nature is intended to survive the expiry or termination of this Contract, survives such expiry or termination.

## 21. CUSTOMER AUTHORITY

- 21.1 The Customer warrants that they are 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 and the Customer takes responsibility for payment.

## ANNEXURE 1: RENTAL TERMS & CONDITIONS OF HIRE

Rental means an agreement to supply Equipment in return for ongoing periodic payments from the Customer. Title in the Equipment does not pass to the Customer.

Rental terms are to be read in conjunction with Aidacare's standard Terms & Conditions available at: [aidacare.com.au/about-aidacare/terms--conditions/](https://aidacare.com.au/about-aidacare/terms--conditions/)

In the event of any conflict between definitions and terms in the Standard Terms & Conditions and the Rental Terms, the Standard Terms and Conditions prevail.

1. **Length of Rental:** The rental period commences on the date Equipment is delivered with a minimum 2-week hire period and ends in accordance with the term on the hire contract, or sooner if Aidacare is notified of early termination or the equipment is returned to Aidacare.
2. **Extension of Rental:** A rental period may be extended. Any such extension will be on the same terms as set out in this Contract. Aidacare reserves the right not to extend a rental period.
3. **Repairs:** All rental Equipment repairs are to be undertaken by Aidacare staff only.
4. **Care & Responsibility:** The Customer shall take proper care of the Equipment.
5. **Title:** Title in Equipment rented from Aidacare remains at all times with Aidacare. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.
  - a) Risk passes to the Customer on delivery of the Equipment.
  - b) In the event that the Customer chooses to use their own carrier, Aidacare will only be responsible for loading of the Equipment to the carrier. Delivery of Equipment to the Customer's carrier shall constitute delivery; thereafter all risk of loss or damage shall be the responsibility of the Customer.
6. **Inspection of Equipment on Return:**
  - a) Rented Equipment is supplied free of defect and in good (not necessarily new) condition.
  - b) Rented Equipment will be inspected upon its return.
  - c) The Customer is responsible for the cost of rectifying any damage to rented Equipment that falls outside of 'normal wear and tear' in the process of use. The cost of such rectification to rented equipment will be the lesser of either the repair cost or replacement cost of such equipment, regardless of the age of the damaged equipment at the time. Aidacare retains the right to recover such costs from the Customer.
  - d) Any charges by Aidacare will be payable by the Customer on receipt of a valid tax invoice from Aidacare.
7. **Invoicing and Payment:**
  - a) Invoicing is usually in advance on a 4-weekly cycle, The initial invoice may include delivery and collection fees.
  - b) For personal customers, payment must be by credit card, unless otherwise agreed by Aidacare. Aidacare will retain credit card details in bank-approved secure storage to facilitate 4-weekly billing cycle payments during the hire period.
  - c) For approved account customers, payment must be made, in full without setoff or deduction, by electronic funds transfer into Aidacare's nominated bank account within 30 days of issue.
  - d) Subsequent invoice payments are due at the beginning of each billing period.
  - e) Failure to pay amount when due will, in addition to any other rights, entitle Aidacare to:
    - i. collect any Equipment that has not been paid for;
    - ii. suspend further deliveries of Equipment; and
    - iii. terminate the Contract in accordance with clause 17.1 of our Standard Terms & Conditions.
8. **Refunds:** Are managed in accordance with Aidacare's standard Terms & Conditions. Unused full weeks that have been pre-paid will be refunded, excluding the initial two-week hire period.
9. **Test & Tag of Electrical Equipment:** Rented equipment with electrical components will have the necessary test and tag certification prior to commencement of the rental. It is the Customer's responsibility to organise any necessary test and tag certification during the rental period.
10. **Lost equipment:** If the rented equipment is lost or stolen then Aidacare will charge the Customer for the replacement value of the rented item or nearest like item. Replacement value shall be reasonably determined by Aidacare.
11. **Indemnity:** Subject to the ACL and to the extent permitted by law, the Customer shall indemnify

Aidacare (not hold Aidacare liable) against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person whilst the equipment is the responsibility of the Customer.

12. **Aidacare Warranty:** The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under law. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights.
13. **Customer Authority:** The Customer warrants that they are 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 and the Customer takes responsibility for payment.

14. **Purchase of Rented Items:** Equipment may be available for purchase. If a purchase is requested of a rented item and Aidacare approves the sale, the purchase price shall be the greater of:
  - a) The RRP less 50% of what has been paid in rental fees; or
  - b) 50% of the RRP of the item.

## ANNEXURE 2: RENT-TO-BUY TERMS & CONDITIONS

Rent-to-Buy means an agreement to sell Equipment in return for a fixed number of periodic payments (ten) over an agreed period (ten months) after which the title in the Equipment transfers to the Customer. Rent-to-Buy is only available to retail / individual Customers including those funded by a government program or scheme such as the NDIS. Rent-to-Buy is not available to businesses unless otherwise agreed. Rent-to-Buy is only available for non-customised Equipment with a Recommended Retail Price (RRP) greater than \$1,000.

Rent-to-Buy terms are to be read in conjunction with Aidacare's standard Terms & Conditions available at: [aidacare.com.au/about-aidacare/terms--conditions/](https://aidacare.com.au/about-aidacare/terms--conditions/)

In the event of any conflict between definitions and terms in the Standard Terms & Conditions and the Rental Terms, the Standard Terms and Conditions prevail.

1. **Length of agreement:** The period commences on the Rent-to-Buy agreement start date and ends at the completion of all the periodical payments at which point the Customer is deemed to have purchased the Equipment..
2. **Terminating Contracts:**
  - a) Unless otherwise agreed with Aidacare in its sole discretion, if the Customer wishes to cancel the Rent-to-Buy contract early, Aidacare will charge the Customer the remaining residual payments on the Rent-to-Buy agreement and the Customer will purchase the Equipment.
  - b) In the event of death of the Customer, the Contract may be terminated with no further payments due and Aidacare may, in its sole discretion, collect the Equipment or instruct that it be sold or disposed-of by the Customer's estate. In any case, the Equipment must not be disposed-of without Aidacare's consent.
  - c) Disposal of equipment without Aidacare's consent may result in a claim for the recovery of remaining residual payments or replacement of the equipment by the Customer's estate.
3. **Inspection of Equipment if Returned:**
  - a) Rent-to-Buy Equipment is supplied free of defect and in new or as-new condition.
  - b) If Aidacare accepts a return of Equipment then Equipment will be inspected upon its return and:
    - i. The Customer is responsible for the cost of rectifying any damage to returned Equipment that falls outside of 'normal wear and tear' in the process of use. The cost of such rectification will be the lesser of either the repair cost or replacement cost of such equipment, regardless of the age of the damaged equipment at the time. Aidacare retains the right to recover such costs from the Customer.
    - ii. Any charges by Aidacare will be payable by the Customer on receipt of a valid tax invoice from Aidacare.
4. **Repairs:** All Equipment repairs are to be undertaken by Aidacare staff only.
5. **Care & Responsibility:** The Customer shall take proper care of the Equipment.



6. **Invoicing and Payment:**
  - a) Invoicing is in advance on the monthly cycle, The initial invoice may include a delivery fee and administration fee.
  - b) For personal customers, payment must be by credit card, unless otherwise agreed by Aidacare. Aidacare will retain credit card details in bank-approved secure storage to facilitate monthly billing cycle payments during the hire period.
  - c) For approved account customers, payment must be made, in full without setoff or deduction, by electronic funds transfer into Aidacare's nominated bank account within 30 days of issue.
  - d) Subsequent invoice payments are due at the beginning of each monthly billing period.
  - e) Failure to pay amount when due will, in addition to any other rights, entitle Aidacare to:
    - i. collect any Equipment that has not been paid for;
    - ii. suspend further deliveries of Equipment; and
    - iii. terminate the Contract in accordance with clause 17.1 of our Standard Terms & Conditions.
7. **Refunds:** Are managed in accordance with Aidacare's standard Terms & Conditions.
8. **Title:** Title in Equipment on Rent-to-Buy from Aidacare passes to the Customer on completion of all periodic payments for the Equipment as identified in the Rent-to-Buy Agreement. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.
9. **Test & Tag of Electrical Equipment:** It is the Customer's responsibility to organise any necessary test and tag certification during the Rent-to-Buy period.
10. **Indemnity:** The Customer shall indemnify Aidacare (not hold Aidacare liable) against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person whilst the equipment is the responsibility of the Customer.
11. **Aidacare Warranty:** The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under law. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights.
12. **Customer Authority:** The Customer warrants that they are 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 and the Customer takes responsibility for payment.

## ANNEXURE 3: EXPRESS WARRANTY

### Australian Consumer Law

Aidacare products come with guarantees that cannot be excluded under the Australian Consumer Law (ACL) and consumer guarantees. Full details of these requirements can be found at [consumerlaw.gov.au](http://consumerlaw.gov.au).

- a) For **major** product failures: the Customer is entitled to a **repair, replacement or refund** and compensation for any other reasonably foreseeable loss or damage. Costs of shipping for inspection or repair of major product failures are paid for by Aidacare.
- b) For **other** product failures where goods are not of acceptable quality but the failure does not amount to a major failure: The Customer is entitled to have the goods repaired free of charge. Aidacare may, at its discretion, provide you with a refund or store-credit. The Customer is responsible for paying the costs of shipping for inspection or repair of non-major failures. If the failure is determined to be major, then these costs will be refunded to the Customer by Aidacare.

### Warranty Periods

Aidacare's promotional materials and/or websites indicate the applicable Warranty Periods for its Products. Where there is a conflict between these, then the longer period is to apply.

### Warranty Claims

A warranty claim is made via the following procedure:

- a) Contact the Retailer or Aidacare upon becoming aware of any defect to a Product at which point a Warranty Claim Form will be provided;
- b) Complete the Warranty Claim Form and provide satisfactory proof of purchase.
- c) Aidacare will review the Warranty Claim Form and determine, acting reasonably, whether there is a major or non-major defect.
- d) For all approved warranties, Aidacare will arrange shipping if required. For major failures Aidacare will pay for the cost of freight. For other failures Aidacare will invoice the Customer for the cost of freight.

## Limitations to Warranty Claims

1. Warranty claims are limited to the original owner who purchased the goods from Aidacare.
2. To the extent permitted by law, no liability (whether expressed or implied) is accepted by Aidacare for any consequential loss, damage or injury arising as a result of any fault in the Products.
3. This warranty does not extend to damage to Products which occurs during transit or transportation which has not been organised by Aidacare; or, which is caused by any abuse, misuse, accident or improper installation, adjustment or repair of goods other than in accordance with instructions issued by Aidacare.
4. To the extent permitted by law, the warranty on products is voided if non-approved accessories are attached to the product. The products are designed to perform specific tasks under established test loads and with authorised accessories. Unauthorised attachments or accessories may produce stresses for which the design is not appropriate and therefore not warrantable.
5. To the extent permitted by law, the Warranty Period for Products resold by a distributor commences on the earlier of:
  - a) the date the Products are on-sold to the consumer by the Retailer; or,
  - b) 6 months from the date of purchase from Aidacare. This is separate to any warranty provided by the distributor to their Customer.

## ANNEXURE 4: RETURNS POLICY

### 1. When will products be accepted for return?

- a) When a Consumer Guarantee under Australian Consumer Law (ACL) or other applicable consumer protection laws or regulations require a return; or
- b) When there is a breach of any express warranty given by Aidacare or the manufacturer of the goods, and the goods are returned in accordance with the terms of that warranty;
- c) When Aidacare's 30-day Change of Mind Return policy applies; or
- d) When Aidacare is correcting an incorrect order or supply.

### 2. 30-Day Change of Mind Return

**2.1** In addition to your rights under Australian Consumer Laws and our product warranties, Aidacare will accept return of a product for a refund or replacement in the following circumstances:

- a) Return is sought within 30 days of purchase (within 48 hours for mattresses and other bedding products);
- b) The product is in re-saleable condition (unaltered, unmodified, unmarked, undamaged, unsoiled; and complete with instruction manuals, tags, labels and accessories supplied with the goods as part of the purchase).
- c) Proof of purchase from Aidacare is provided
- d) The refund does not include any delivery or installation charges

- e) A fee for collecting the returned product if required may be charged
- f) A re-stocking fee of 10% of the purchase price capped at \$500 may be charged.

**2.2** Outside of this Change of Mind Return Promise, and subject to the ACL, Aidacare does not allow for returns and refunds for change of mind; for wrong selection; or where a cheaper alternative has been found elsewhere.

**2.3** Subject to the ACL rights and product warranties, returns are not accepted at any time where:

- a) the product has been customised or modified to suit the specific needs of the user;
- b) the product has been purchased-in specifically for the user and would not normally be held in stock as part of Aidacare's range.

**2.4** The 30-day Change of Mind Return Promise does not apply to the purchases of corporate customers – it applies to purchases by or for individual consumers however funded.

### 3. Returns under ACL or product warranty

**3.1** Products may be returned to Aidacare under ACL consumer guarantees or manufacturer warranties. Aidacare may need to assess the product as to whether it is covered by ACL guarantee or warranty. The customer may need to provide reasonable information to support that assessment including photos or video of the product.

**3.2** Aidacare may charge a fee to collect the product from the customer's premises, or require the customer to deliver the product to a nominated Aidacare location, for assessment.

**3.3** Aidacare may charge a call-out fee in advance for a technician to assess a product for guarantee or warranty at the customer's premises

**3.4** Where it is assessed that an ACL guarantee or warranty does apply to the product, all collection and call-out fees charged by Aidacare, or shipping costs incurred by the customer, will be reimbursed by Aidacare

#### **4. Products covered by ACL Guarantee**

**4.1** Where a product has a major fault under an ACL Guarantee, Aidacare will ensure the customer may choose to:

- a) reject the product and choose a refund, store-credit or identical replacement or one of the same type and similar value (if reasonably available); or
- b) keep the product and get compensation for any drop in value of the product caused by the failure (if reasonably estimable); or
- c) agree with Aidacare to a repair of the product free of charge.

**4.2** Where a product has a minor fault under an ACL Guarantee, Aidacare will at its choice either:

- a) have the goods repaired or provide an identical replacement free of charge; or
- b) provide a refund of the amount paid for the goods

**4.3** Where a product is covered by a separate warranty, then Aidacare will arrange to repair, replace or refund the product at its choice.

**4.4** If goods are accepted for repair, Aidacare will undertake such repairs within a reasonable time which may vary depending on the product and the availability of parts.

**4.5** Where it is assessed that an ACL guarantee or warranty does NOT apply to the product, then Aidacare and the customer may arrange for the product to be repaired at an agreed charge. Aidacare may also charge a delivery fee to return the product to the customer, and no costs incurred by the customer in shipping the product to Aidacare are reimbursable, and nor are fees charged by Aidacare for collection and/or assessment reimbursable.

#### **5. Returns for incorrect supply or order**

**5.1** Aidacare will accept returns of product where Aidacare has made an error in the order itself, or in the supply against the order. The error should be notified to Aidacare promptly so that return arrangements can be made.

#### **6. Refund Payments**

**6.1** If the customer is entitled to a refund under this policy, it will be issued by credit card, cheque or EFT matching the original payment method for the goods. No cash refunds will be provided, even if the product was purchased with cash.

**6.2** If a purchase has been funded under a government program and payment has been made by a package manager or plan manager or similar, the refund payment will be made to that funder rather than to the end-user customer unless there is agreement from the funder to the contrary.