Click On Rentals

TERMS AND CONDITIONS

INDEFINITE RENTALS

Emo Investments Pty Ltd
ABN 19 535 271 195 T/A Click On Rentals

Important Information

These terms and conditions do not form the entire agreement between you and Click On Rentals. The agreement between you and Click On Rentals consist of;

a. any terms and condition set out in the Schedule; and
b. the terms and conditions set out in this document.

Together, these documents are referred to as the Agreement.

1. Terms used in the Agreement

In the Agreement some words have specific meaning. We list these words in this section.

Agreement means the agreement you have with us as explained above.

Direct Debit Services Agreement means the agreement you execute with us giving us authority to debit you bank account with the rental payments under this Agreement.

Damage Liability Waiver means the option we provide as set out in the Schedule and detailed in clause 14 of these terms and conditions.

Damage Liability Waver Fee means the fee you must pay us before you can activate and take advantage of the Damage Liability Waiver.

Enforcement Expenses means the legal and administrative expenses (including any internal costs) as allowed by Law which we may incur and charge you in the event of default under this Agreement.

Goods means the goods identified in the Schedule as the leased goods.

Law means any relevant (State or Federal) consumer protection laws applicable to goods rental as are enforce from time to time.

Location means the physical location of the Goods as specified in the Schedule or as otherwise agreed.

Schedule means the schedule provided to you on or about the date of this document which includes a description of the Goods and any rent payments.

You means the renter and the person responsible under the Agreement for the rent payments. Yours shall have the corresponding meaning.

We means Emo Investments Pty Ltd ABN 19 535 271 195 T/A Click On Rentals the lesser under this lease agreement. Us and or ours shall have the corresponding meaning.

1.1 General interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

(a) Headings are for convenience only, and do not affect interpretation.

(b) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or agreement includes all variations, notations or replacements;

(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(iv) a person includes a natural person and a corporation, and includes the person and any successors in title, assigns, transferees or executors of the person;

(v) anything (including a right, obligation or concept) includes each part of it.

(c) A singular word includes the plural, and vice versa.

(d) Where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning;

(e) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.

(f) A reference to dollars or $ is to Australian currency.

2. The Term of This Agreement

2.1 Agreement to Rent

By executing the Schedule you offer to rent the Goods from us. We do not have to accept the offer.

We will not consider to accept an offer from you to rent Goods from us unless:

(a) You properly executed this Agreement;

(b) You Paid us the security bond specified in the Schedule; and

You executed in our favour a Direct Debit Services Agreement authorising the repayments under the Agreement or you elected any of the other methods available to you to pay the rental payments as set out in the Schedule.

2.2 Rental Period

This Agreement commences operation from the time you take possession or control over the Goods and will continue to run until the Goods are returned to us.

This Agreement is a continuing rental agreement with no fixed term.

The minimum term of this Agreement is 1 week.

You must return the Goods to us at the end of the Agreement.

This Agreement may be terminated by either party as follows:

(a) during the first month of the Agreement, either party may terminate the Agreement by providing one week notice to the other party;

(b) if the Agreement exceeded one month in duration, either party may terminate the Agreement by providing one month written notice to the other party.

You may terminate this Agreement by returning the Goods to us but if you did not give us the required notice, you agree to pay us rent in lieu of notice.

3. Rental Payment

3.1 Agreement to Rent

(a) You must pay us the rental payments in the amount and frequency as set out in the Schedule.

(b) When we deliver the goods to you, you must pay us the first rental payment in advance. The next rental payment will be deducted under the Direct Debit Services Agreement.

(c) Rental payments are made in advance.

(d) If you fail to pay us a rental payment as set out in the schedule you will be in breach of this Agreement

(e) Rental payments must be paid in clear fund without any deductions, set off or counterclaims. You are not entitled to deduct any monies that you may claim are payable to you by us from the rental payments

(f) Your obligation to pay the rental payment is unconditional and irrevocable.

(g) The rental payments are fixed. If there are any government charges or taxes that apply to this Agreement, you must pay us the government charge or tax unless the tax relates to our income.

(h) If you are in breach of your obligations under this Agreement, we may charge you a late payment fee as set out in the Schedule.. The late payment fee includes any fee we pay to our banker on account of a dishonoured payment as well as internal administration fee. You will be liable to pay is the late payment fee until the default is remedied or the Agreement is terminated and the Goods are returned to us in good working order.

3.2 Default

If you fail to pay a rental payment by the due date, you are in default under this Agreement. We reserve the right to charge you a late payment fee of $10 for every week that the rental payment is late and you are in breach of the Agreement. The late payment fee will continue to apply until the breach is remedied.

4. Delivery and Installation costs

We may charge you delivery and or installation costs. If we do, the charge will be set out in the Schedule. You must pay us the delivery/installation charge at the time of delivery.

5. Security Bond

(a) You must pay us a security bond to us in the amount specified in the Schedule;

(b) The security bond is a sum of money that we

retain as security until the Goods are returned to us in good working order except for fair wear and tear;

(c) We are entitled to retain the security bond until the Agreement is terminated and the Goods are returned to us in good working order, fair wear and tear excepted;

(d) On termination or expiry of this Agreement, if the Goods are returned to us in good working order, we will refund the security bond to you. If the Goods are returned to us in an unsatisfactory condition e.g. dirty or damages, we may offset the costs of remedying the issues against the security bond and refund you the remainder of the security bond, if any.

6. Enforcement Expenses

You agree to indemnify us, on full indemnity basis, and pay us on demand any Enforcement Expenses incurred by us in connection with enforcing the terms of this Agreement.

7. GST

Unless otherwise specified, all amounts included in the Agreement and the Schedule are exclusive of GST. You must pay us, in addition to the rental payment, any applicable GST.

GST means Goods and Services Tax levied under the A New Tax System (Goods and Services Tax Act).

8. Other Liabilities

(a) You must pay to us, on demand any fee, charge, tax or other payment that is required by law to be paid in respect of or as a consequence of this Agreement;

(b) Nothing in this Agreement varies or limits your rights under any consumer protection laws whether State, Territory or Commonwealth.

(c) To the extent permitted by law;

(i) We limit our liability with respect to the operation of the Goods to the repair of the Goods or the replacement of the Goods for goods of equal value and function;

(d) We exclude all liability for direct, indirect and consequential losses or damage such as loss of income, loss of opportunity, inconvenience and interruption of business;

(e) You release us from any liability whatsoever arising as a result of your use of the Goods.

(f) You acknowledge and agree that leasing and operating the Goods is at your own risk.

(e) Rental payments must be paid in clear fund without any deductions, set off or counterclaims. You are not entitled to deduct any monies that you may claim are payable to you by us from the rental payments

(f) Your obligation to pay the rental payment is unconditional and irrevocable.

9. Statement of Account

We will not issue you with a statement of account under this Agreement. Your Rental Installments are fixed.

10. The Goods

Ownership of Goods and Your Right to Use the Goods

(a) We retain title and ownership of the Goods at all times;

(b) The only interest or right in the Goods that you have as a consequence of this Agreement is as a bailee of the Goods and the right to quiet enjoyment and use of the Goods in accordance with the terms of this Agreement;

(c) You must not part with possession of the Goods or give another person an interest in the Goods;

(d) If you part with possession of the Goods, give another person an interest in the Goods, or fail to return the Goods to us on demand being made pursuant to the terms of this Agreement, you will be considered to have misappropriated the Goods without authority.

11. Location of the Goods

11.1 Unless the Goods are portable devices, you must not move the Goods from your listed address or the service area of Victoria as set out on our website www.clickonrentals.com.au/service-area (Service Area) without our permission. If you are planning to move the Goods to a different address please notify us in writing before you move so we can modify our records.

11.2 If the Goods are stolen, lost, destroyed or otherwise unlawfully removed from the Service Area you must immediately advise us;

11.3 You will remain liable for the rental payments until the Goods are returned to us or we agree with you on the level of compensation payable to us.

11.4 If we ask, you, you must within 7 days of the request, advise us of the location of the Goods or where the Goods are being used and if the Goods are no longer in your possession, you must give us all the information that you have that will assist us in locating the Goods.

12. Right to Inspect the Goods

(a) We reserve the right to seek to inspect the Goods by providing you with reasonable notice of not less than 5 business days. If we issue you with a notice, you must allow us access to your premises to inspect the Goods or you must bring the Goods to us for the purpose of the inspection.

(b) If you do not allow us access as set out in this clause, you will be in breach of the Agreement and we will immediately terminate this Agreement demand the return of the Goods.

13. Condition and Maintenance of the Goods

13.1 On delivery of the Goods, you must inspect them and satisfy yourself that the Goods are in working order and that these are the Goods you ordered.

13.2 You must use the goods in accordance with their specifications.

13.3 If the Goods are faulty, you must advise us so we can attend to the issue under the manufacturer's warranty. We do not warrant the operation of the Goods and we rely on the manufacturer's warranty to address any quality defects and operational matters of the Goods. If we cannot fix the fault in the Goods, we will replace them with goods of similar description, age and functionality.

13.4 We will service and repair the Goods in accordance with the manufacturer's recommendations. Unless the Goods are of a mobile nature (such as iPad or laptop) we will repair the Goods on the condition that the Goods are physically located at the Location and that your Account is up to date with Regular Payments and you are not in breach of this Agreement, we will repair the Goods at our discretion.

13.5 You must:

(a) Hold and use, at your costs, the Goods at your premises in safe and good working order;

(b) Not operate the Goods in a way that is inconsistent or contrary to the Goods manufacturer's instructions and operating manual.

13.6 You agree to indemnify us against any costs or damage we suffer or incur as a consequence of your use of the Goods or a breach of this Agreement. If we attend to the repairs of the Goods and it turns out that the Goods are functioning as normal or the Goods are not faulty, we will charge you a service fee of $55. By way of example but without limitation, if we attend a service call and it turns out that it is a reception or antenna adjustment issue, we will charge the service call of $55.

13.7 If you rent computer equipment from us, we will not be liable for any computer malfunction. We will supply the software that comes with the computer and will support it. Any additional software installation is your responsibility and liability provided you can uninstall the software when you return the computer to us.

14. Liability for the Goods

14.1 You must protect the Goods from any incidental damage whilst the Goods are in you possession;

14.2 You agree to maintain contents insurance which covers the Goods in the event the Goods are damaged, destroyed by fire, accidental breakage or stolen. If we ask for it you must give us a copy of your insurance policy of each insurance policy and evidence that the insurance is current.

14.3 You will continue to be liable to pay the rental payment, despite the Goods being damaged, lost or stolen until the Goods are returned to and delivery is accepted by us;

14.4 If the Goods are damaged, destroyed, lost or misappropriated in any way (including as a consequence of being stolen) and we suffer loss or damage as a result, you agree to indemnify and pay us on demand any loss suffered by us as a consequence of the Goods being damaged, destroyed, lost or misappropriated;

14.5 Your liability for any damage caused to the Goods

is not dependent on fault. You remain liable to us for the value of the Goods or rental payments even if the damage, theft or misappropriation was not your fault or you were not involved with it. Your liability to pay the rental payments is not dependent on your enjoyment of or benefit derived out of the Goods.

15. Damage Liability Waiver Cover

15.1 You do not have to have current contents insurance policy that covers the Goods as set out in the clause.

15.2 If you take up our Damage Liability Waiver as per the rates quoted in the Schedule. If you wish to take advantage of our Damage Liability Waiver you must elect the option set out in the Schedule.

15.3 The Damage Liability Waiver will apply to damage caused to the Goods through theft or fire. If you wish to claim under the Damage Liability Waiver you will be required to pay the Damage Liability Waiver Fee as set out in the Schedule.

15.4 Damage Liability Waiver will not apply to damage to the Goods caused by a third party, accidental damage, water damage or breakage.

15.5 You must report the theft to police within 24 hours of the incident and produce a copy of the police report to us before taking advantage of the Damage Liability Waiver.

15.6 The Damage Liability Waiver is not an insurance policy and the payment of the Damage Liability Waiver Fee is not an insurance premium.

15.7 It is a condition of the Damage Liability Waiver that the Goods will be stored at the Location. The Damage Liability Waiver will only apply to Goods at your premises as we have recorded. If you have moved and not informed us of your new address the Damage Liability Waiver will not apply to the Goods.

15.8 If you are in breach of this Agreement, the Damage Liability Waiver will not be valid and you will not be able to take advantage of its operation. Therefore you will be responsible and liable to reimburse us for the replacement value of the Goods you are renting under your Agreement or you can be requested to pay out the Agreement.

15.9 If we agree to replace the Goods that were destroyed by fire or stolen, we will replace the Goods with similar goods of similar age, description and functionality.

16. When this Agreement Will Come to an End

16.1 Agreement to Rent

Either party may terminate this Agreement by one month notice. If this Agreement is terminated, you must return the Goods to us in good working order before the date which the next rental payment is due. If you miss that date, we reserve the right to share you a pro rata rent until the Goods are returned to us.

17. Event of Default

17.1 An event of default will take place if:

(a) You do not pay any amount payable under this Agreement when it is due to be paid;

(b) You do not comply with any of the terms of this Agreement;

(c) Any of the information that you supplied us in connection with this Agreement is incorrect or is misleading;

(d) You take advantage of the laws of bankruptcy or become externally administered in any way;

(e) You die or become incapable of managing your affairs;

(f) The Goods are damaged or destroyed; or

(g) The Goods are removed, without our prior consent, from the Service Area as defined on our website.

17.2 What Happens on Default

(a) if you are in default under this Agreement and the default is not remedied in accordance with our demand, we reserve the right to immediately terminate this Agreement and demand the return of the Goods to us. We may collect the Goods from you, at your expense;

(b) If we need to gain access to your residential premises for the purpose of removing the Goods, you expressly agree to us gaining access to your property and agree to execute such forms as we may require from time to time to facilitate the authority to enter the premises;

(c) You agree to indemnify and to continue to indemnify us against all losses, costs and expenses we incur or suffer as a consequence of your breach of this Agreement including, without limitation, to any loss of rent for the Goods and Enforcement Expenses.

18. Disputes

(a) If you discover an error in a payment of a rental payment or you have a dispute in relation to this Agreement, you must report that error or issue to us. We will investigate and come back to you with a response as soon as possible. If you over paid us, you cannot offset the over payment against future rental payments unless we agree to that offset.

(b) We will endeavour to resolve your complaint on the spot. If we cannot resolve your dispute, we will escalate the dispute to senior management. If you are unhappy with the resolution we offer, you can terminate this Agreement and return the Goods to us and or lodge a complaint with the local department of fair trading.

19. Privacy

(a) This privacy declaration contains important information about our collection, use and disclosure of personal information. Personal information is defined in the Privacy Act as information (or opinion), in any form, about an individual (not a business, company or trust) whose identity is apparent or can be ascertained from the information held;

(b) By signing this Agreement, you agree to the collection, use and disclosure of personal information as set out in this privacy notice. If you do not agree or do not provide some of the information request, we may not be able to process or accept your application;

(c) We undertake to comply with the Privacy Act 1988 (Cth) as is amended. During the application process and throughout the term, we may collect, store and use your personal information. We undertake to safeguard your personal information and not to use it for any other purpose except to facilitate this Agreement and our relationship.

20. Acknowledgments

You acknowledge and agree that:

(a) Prior to signing the Schedule you received and read a copy of these terms and conditions and that you understood them;

(b) You have not relied on any representations made by us or our agents in deciding whether to rent the Goods and to enter into this Agreement;

(c) The full terms and conditions of this Agreement between you and us are set out in this document and the Schedule and there are no other express or implied terms governing the relationship between you and us in respect of your rental of the Goods;

(d) To the extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in this Agreement are excluded;

(e) The failure by us to exercise a right to enforce an obligation arising under this Agreement on any one occasion is not to amount to a waiver of our entitlement to rely on that right or to enforce that obligation on any other occasion;

(f) This Agreement is governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of that state;

(g) A business day is a day on which we are open for business excluding Saturday, Sunday and gazetted public holidays;

(h) If any term of this Agreement is prohibited by law cannot be enforced at law, that term is to be severed from this Agreement and is not to effect the balance of the terms of the Agreement;

(i) The terms of this Agreement may not be varied unless the variation is evidenced in writing and signed by both parties;

(j) A provision of the Agreement that is capable of taking effect after termination is to survive the termination of the Agreement;

(k) A notice under this Agreement may be communicated by a party to the address of the other party as disclosed in this Agreement. Notices are deemed to be served 3 days after the date of dispatch by regular mail and the next business day if delivered by email.

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