

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

## STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all Equipment or Services 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**) unless other terms are specifically agreed with the Customer. Certain statutory guarantees or warranties may apply in respect of any Equipment or Services we may provide to you. .

### **Nothing in these Standard Terms and Conditions affects your rights as a Consumer under the Australian Consumer Law (ACL).**

Under the ACL, where we fail to provide products or services to you in accordance with a set of basic rights, called consumer guarantees, you may have a right to seek a remedy, including a refund. You can find out more information about your ACL rights: <https://www.accc.gov.au/consumers/buying-products-and-services/consumer-rights-and-guarantees>.

### **IMPORTANT INFORMATION**

**This document contains the following key terms:**

- 1. CI 4 (NDIS Participants)** – sets out information on how you can provide feedback and raise complaints as a NDIS participant.
- 2. CI 7 (Invoicing and Payment)** – sets out your payment obligations and our rights if you are unable to pay amounts when due, including terminating this contract and charge interest for any overdue amounts.
- 3. CI 8 (Delivery)** – sets out your right to potentially obtain a full refund if we are unable to deliver the Equipment within a reasonable period, and our rights if you are unable to accept delivery of the Equipment within a reasonable time, including requesting payment due for the Equipment from you.
- 4. CI 11 and Annexure 3 (Warranty and Australian Consumer Law (ACL))** – sets out your ACL rights which are in addition to any Express Warranty we provide and the process you can take to make a warranty or ACL claim.
- 5. Clause 12 and Annexure 4 (Returns and Refunds)** – sets out how we consider returns and refunds, including potential limitations on the physical return of Equipment where it has been used in a way or environment that would create Occupational Health & Safety (**OH&S**) and hygiene risks to Aidacare's staff.
- 6. Clause 13 (Limitations)** – sets out limitations of our liability towards you. If you are a Consumer under the ACL, this clause has no effect and does not in any way limit our liability or your rights under the ACL.
- 7. Clause 18 (Termination)** – sets out the circumstances where we and you are able to terminate this Contract and your potential obligations following termination, including paying the price of the Equipment or Services if we have already commenced supply of the Equipment or Services.

**If you want to make a warranty or ACL claim, you can access the claim form here :**  
[www.aidacare.com.au/terms--conditions/return-credit-product-claim-form](http://www.aidacare.com.au/terms--conditions/return-credit-product-claim-form)

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 In this Contract:

**ACL** means the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).

**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.

**Consumer** is defined in Schedule 2 of the ACL and means a person who acquired the Equipment or Services where:

- the total amount paid or payable did not exceed \$100,000; or
- the goods were of a kind ordinarily acquired for personal, domestic or household use or consumption, and

the person did not acquire the Equipment or Services for the purposes of re-supply or for using them up or transforming them in trade or commerce.

**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 in accordance with 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

**NDIS Participants** means participants under the *National Disability Insurance Scheme Act 2013* (Cth) (**NDIS Act**).

**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 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 who are 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 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](https://aidacare.com.au) and [mobilityhq.com.au](https://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 Standard Terms & Conditions, 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 Standard Terms & Conditions, 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 Subject to any rights you may have and obligations we may have under the ACL, 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 Subject to any rights you may have and obligations we may have under the ACL, we reserve the right to amend the specifications as advertised on the website. 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 by:
- (a) calling 1300 362 203; or
  - (b) via the Aidacare website NDIS Feedback option, at:  
[aidacare.com.au/contracts/national/ndis/](http://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](http://ndiscommission.gov.au/about/complaints)
- 4.4 When you provide feedback or make a complaint, 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 You authorise us to set-off any undisputed amount held by us against any amount owing by you to us.
- 6.4 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 6.4, 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 If you fail to pay amount when due, in addition to any other rights, we may:
- (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 18.1 of these Standard Terms & Conditions.
- 7.4 Where we have exercised our rights under clause 7.3, we remain entitled to payment for Equipment already delivered and may elect to charge interest at 5% per annum over the Reserve Bank of Australia's cash rate for any overdue amounts.

### 8. DELIVERY

- 8.1 We will deliver the Equipment in accordance with the delivery terms specified in this Contract. All estimated delivery dates referred to in the Contract are our best estimate and may change. We will make all reasonable efforts to complete delivery by the estimated delivery date, but we do not warrant that any Equipment will be delivered to you by that date. If we are unable to complete delivery by the estimated delivery date, we will endeavour to deliver the Equipment as soon as practicable after that date.

You may elect to cancel your order and Aidacare will provide a full refund if payment has already been made if:

- i. subject to cl 8.1 (ii), we are unable to deliver the Equipment to you within one month of the estimated delivery date, unless we have otherwise agreed to an alternative delivery date with you; or
- ii. due to a force majeure event under cl 17, we are unable to deliver the Equipment to you within 3 months of the estimated delivery date, unless we have otherwise agreed to an alternative delivery date with you.

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 Subject to clause 8.1, if you are unable to accept delivery within 14 days of receiving notice from us that the Equipment is ready for dispatch, 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.

## 9. ACCEPTANCE OF EQUIPMENT

9.1 Equipment will be deemed to be accepted by you upon delivery or pursuant to clause 8.3(a).

## 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 19.4 of these Standard Terms and Conditions and retain title in the Equipment until paid in full.

10.5 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 AND AUSTRALIAN CONSUMER LAW (ACL)

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 product information material and/or our website (**Express Warranty**).

11.2 Our Express Warranty operates alongside all rights and remedies which Consumers may be entitled to under the ACL and any other relevant legislation.

11.3 All warranty claims (including under the ACL or other legislation) must be made in accordance with the Warranty Process set out in **Annexure 3**.

### Australian Consumer Law

11.4 Where the supply comprises a supply to a Consumer pursuant to the 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 a "major failure" within the meaning of the ACL: the Consumer is entitled to a repair, replacement or refund and compensation for any other reasonably foreseeable loss or damage.

11.7 For other product failures where goods are not of acceptable quality but the failure does not amount to a major failure: the Consumer is entitled to have the goods repaired free of charge. Aidacare may, at its discretion, provide you with a refund or store-credit.

## 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; or
- (c) Offsetting credit to an account.

12.3 Subject to any rights you may have and obligations we may have under the ACL and Annexure 3, Equipment which has been used in a way or environment that would create OH&S and hygiene risks to Aidacare staff may not be physically returned. This includes any Equipment that may have been soiled or exposed to biological contamination and includes 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. Nothing in this clause limits any right to a refund that a customer might have in respect of such an item under the Express Warranty, the ACL or any other relevant legislation.



### 13. LIMITATIONS

#### 13.1 If you are a Consumer under the ACL:

- (a) **our Equipment and Services come with guarantees that cannot be excluded under the ACL. Please refer to Annexure 3 for further details regarding your ACL and warranty rights; and**
- (b) **this clause 13 has no effect and does not in any way limit our liability or your rights under the ACL.**

13.2 Except where it is impractical or impossible for you to do so, you must advise us in writing of any shortages in quantity delivered and any breakage, loss or Defect within 14 days of receipt by you of the Equipment. You may, within 14 days after acceptance of the Equipment and acting reasonably:

- (c) reject the defective Equipment by notifying us in writing of the relevant Defect with reasons for rejection; or
- (d) request us to make good the Defect at no additional charge to you by providing written reasons for rejection to us.

13.3 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 the Equipment or Services; or
- (b) the cost of replacing, repairing or resupplying the 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.

13.4 To the extent permitted by law, 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) subject to cl 8, 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, except in case of gross negligence by us, our servants or our agents.

13.5 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) by calling 1300 362 203; or

(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) v by calling our central complaints line on 1300 362 203; or

(c) in writing via the Aidacare website form at:

<https://www.aidacare.com.au/about-aidacare/register-feedback>

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, its inclusion in the NDIS Quality Audit at the time of our request or after that by making contact with us.

### 17. FORCE MAJEURE

17.1 Subject to the ACL and any other relevant legislation, to the extent permitted by law, if we are unable at any time to perform any of our obligations, whether wholly or partly, by reason of any cause beyond our control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, government order, infectious disease outbreaks (including but not limited to COVID-19), civil commotion or unrest, interference by civil or military authorities or act of war), we may give written notice to that effect to you, giving full particulars of such force majeure, in which case our obligations under these Standard Terms and Conditions shall, to the extent that they are affected by the force majeure event and permitted under these Standard Terms and Conditions, be suspended during the term of the force majeure. We shall

not be liable for any loss or damage suffered by the you as a result of any delays caused by such force majeure events.

## 18. TERMINATION

- 18.1 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.
- 18.2 Upon termination of the Contract, in accordance with clauses 18.1 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).
- 18.3 Subject to the ACL and any other relevant legislation, you may only cancel all or part of an order made under a Contract with our written consent.
- 18.4 Subject to the ACL and any other relevant legislation, 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.
- 18.5 Subject to the ACL and any other relevant legislation, 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.

## 19. PERSONAL PROPERTY SECURITIES ACT

- 19.1 This clause 19 applies to all purchases on credit and rent of Equipment.
- 19.2 For the purposes of this clause 19, the terms 'financing statement', 'financing change statement', 'security agreement' and 'security interest' have the meanings set out in the PPSA.
- 19.3 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.
- 19.4 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.
- 19.5 Everything that we are required to do under this clause 19 is at your expense.
- 19.6 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.
- 19.7 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 Standard Terms and Conditions.
- 19.8 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.
- 19.9 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.

## 20. 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.

## 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 the 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 18.1 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 any other relevant legislation, to the extent permitted by law, the Customer shall indemnify Aidacare against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person during the rental period.
12. **Aidacare Warranty:** The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under the law, including the ACL. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights including any guarantees under the ACL.
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 who are 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 the 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 18.1 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 against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person during the term of the Rent-to-Buy agreement.
11. **Aidacare Warranty:** The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under the law, including the ACL. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights, including any guarantees under the ACL.
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 AND AUSTRALIAN CONSUMER LAW

### Australian Consumer Law

Aidacare products come with guarantees that cannot be excluded under the ACL. Full details of these requirements can be found at [consumerlaw.gov.au](http://consumerlaw.gov.au). Further details regarding Aidacare's approach to assessing returns of products are set out in **Annexure 4: Returns Policy**.

- a) For “**major** failure” within the meaning of the ACL: the Customer is entitled to a **repair, replacement or refund** and compensation for any other reasonably foreseeable loss or damage
- 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.

### Warranty Periods

Aidacare's product information materials and/or website indicate the applicable warranty periods for its Equipment. Where there is a conflict between these, then the longer period applies to Aidacare's Express Warranty.

### Warranty Claims

A warranty claim, including a claim under the ACL or any other relevant legislation is to be made via the following procedure:

- a) You can either:
  - (i) obtain a copy of the **Customer Return / Credit / Product Claim Form** from Aidacare's website: [www.aidacare.com.au/terms--conditions/return-credit-product-claim-form](http://www.aidacare.com.au/terms--conditions/return-credit-product-claim-form) or
  - (ii) contact the Retailer or Aidacare upon becoming aware of any defect of Equipment at which point a Customer Return / Credit / Product Claim Form will be provided to you.
- b) You should complete the Customer Return / Credit / Product Claim Form and provide satisfactory proof of purchase.
- c) Aidacare will review the Customer Return / Credit / Product Claim Form and determine, acting reasonably, whether you are entitled to a remedy and what that remedy is.

### Limitations to Warranty Claims

1. Subject to the ACL and any other relevant legislation, 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 Equipment.
2. This warranty does not extend to damage to Equipment 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 by persons other than Aidacare or its agents and

other than in accordance with instructions issued by Aidacare.

3. Subject to the ACL and any other relevant legislation, 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.
4. If you are purchasing Equipment from Aidacare for the purpose of resale, you are not a Consumer under the ACL.

The warranty period for Equipment you have purchased for the purpose of resale commences from the date the Equipment is first resupplied (sold or provided) to the end user, as substantiated by a valid proof of purchase.

To ensure product integrity, Aidacare reserves the right to decline warranty coverage for Equipment resold more than 12 months after the original date of purchase from Aidacare.

## ANNEXURE 4: RETURNS POLICY

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

- a) When the ACL or other applicable legislation require that Aidacare accept 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 Policy

- 2.1 Subject to any rights you may have and obligations we may have under the ACL and any applicable 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 Policy, and subject to any rights you may have and obligations we may have under the ACL and any applicable product warranties, 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 any rights you may have and obligations we may have under the ACL and any applicable 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 Policy does not apply to the purchases of corporate customers – it applies to purchases by or for individual consumers however funded.

- 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 an 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 Customers have the option of returning the product to any Aidacare branch for assessment free of charge. Aidacare may charge a fee to collect the product from the customer's premises or to attend the customer's premises for the purpose of assessing whether the produce is eligible for an ACL guarantee or warranty claim.
- 3.3 Aidacare may charge a call-out fee in advance for a technician to assess a product 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.
- 3.5 Where a customer is unable to pay due to financial hardship, a callout fee or the cost of a product being collected for assessment, Aidacare will make reasonable efforts to assess the claim without the product being physically inspected. In such circumstances, the customer may be required to provide photos or videos that indicate the nature of the issue.
- 4.1 In the case of a "major failure" (as defined in the ACL), 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 fault falling short of a "major failure", 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 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.
- 4.4 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, nor are fees charged by Aidacare for collection and/or assessment reimbursable.
- 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.

- 6.1 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.

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