TERMS OF HIRE

Breast pump hire - Express@home

These Terms of Hire apply to breast pumps and related equipment hired from Express@home. By accepting delivery of, collecting, or continuing to possess the Equipment, the Hirer agrees to these Terms of Hire.

Important: These terms are intended to clearly set out the practical arrangements for breast pump hire, including payment, care, collection, return and faults. Nothing in these terms excludes rights that cannot lawfully be excluded under the Australian Consumer Law.

1. Definitions

In these Terms of Hire:

- "Equipment" means the breast pump and any power supply, carry case, stand, accessories or other items supplied by Express@home as part of the hire and recorded or identified at the time of hire.
- "Hirer" means the person who books, receives or collects the Equipment and is responsible for the hire account.
- "Hire Period" means the agreed period of hire, including any extension approved by Express@home.

2. Commencement and Minimum Hire

The Hire Period commences on the date the Equipment is handed over to, collected by, or delivered to the Hirer.

The Hirer agrees to the minimum hire period, fees and delivery or collection conditions applicable to the booking. These are confirmed at the time of booking and may vary according to the selected hire arrangement or delivery zone.

3. Hire Fees, Deposit and Payment Security

The Hirer must pay the hire fees and any other agreed charges when due. Where a deposit or payment security is required, it may be held or authorised for the duration of the hire.

The Hirer authorises Express@home to charge amounts properly owing under this hire agreement to the payment method authorised by the Hirer, to the extent permitted by law and applicable payment provider requirements.

Amounts properly owing may include:

- unpaid hire fees;
- agreed delivery, collection or recovery charges;
- reasonable cleaning or repair costs;
- reasonable replacement costs for lost or irreparably damaged Equipment; and
- other amounts payable under these Terms of Hire.

If a deposit is held, Express@home may apply it toward amounts properly owing. Any balance remaining after application of the deposit remains payable by the Hirer.

4. Equipment Condition at Commencement

The Hirer acknowledges that, at the commencement of hire, the Equipment appears to be clean, complete and in good working order, except for any issue notified to Express@home.

The Hirer should notify Express@home as soon as reasonably possible if a fault, missing item or other problem is identified.

5. Safe Use and Hygiene

The Hirer must use the Equipment only for its intended purpose and in accordance with the manufacturer's instructions.

The Hirer is responsible for maintaining appropriate hygiene while using the Equipment. Any personal-use kit, tubing, breast shields, bottles, valves, membranes or similar items must be used and cleaned in accordance with the manufacturer's instructions and must not be shared where the manufacturer specifies that the item is for single-person use.

The Hirer must not use the Equipment if it appears damaged, unsafe or unsuitable for continued operation and must contact Express@home for advice.

6. Care of Equipment

During the Hire Period, the Hirer must take reasonable care of the Equipment and protect it from damage, contamination, misuse, loss or theft.

The Hirer must not dismantle, modify, alter or attempt to repair the Equipment unless authorised by Express@home.

7. Return of Equipment

The Hirer must return the Equipment at the end of the Hire Period in substantially the same condition in which it was supplied, subject to fair wear and tear.

If the Equipment is returned in an unsatisfactory condition, Express@home may charge reasonable cleaning or repair costs. A $20 cleaning fee may apply where a breast pump is returned in an unsatisfactory state.

8. Customer Collection from Mordialloc

Where the Hirer chooses to collect the Equipment from Mordialloc, the Hirer agrees to both collect the Equipment from Mordialloc and return the Equipment to Mordialloc at the end of the Hire Period, unless another arrangement has been agreed in advance by Express@home.

Customer collection does not include a return collection service by Express@home. Any alternative return or collection arrangement must be agreed in advance and may incur an additional fee.

9. Equipment Delivered by Express@home

Where Express@home delivers the Equipment to the Hirer and the agreed hire arrangement includes return collection, Express@home will arrange collection at the end of the Hire Period, subject to the Hirer making the Equipment reasonably available at the agreed place and time.

If the Hirer changes the return location, is unavailable for an agreed collection, or requests an alternative collection arrangement, an additional fee may apply.

10. Extension of Hire and Overdue Equipment

The Hirer may request an extension of the Hire Period. Extensions are subject to availability, payment of the applicable additional hire fees and confirmation by Express@home.

If the Equipment is not returned or made available for collection at the end of the agreed Hire Period and no extension has been confirmed, hire charges may continue until the Equipment is returned or recovered.

11. Equipment Faults and Malfunction

If the Equipment develops a fault or malfunction, the Hirer must stop using it if continued use may be unsafe and contact Express@home as soon as reasonably possible.

Express@home may provide troubleshooting instructions, arrange inspection, or provide replacement Equipment where available and appropriate.

Where the Equipment was collected by the Hirer, the Hirer may be required to return faulty Equipment to Mordialloc for inspection or exchange. Where Express@home delivered the Equipment, the parties will agree on a reasonable arrangement for inspection, exchange or collection.

12. Loss, Theft and Damage

The Hirer must notify Express@home as soon as reasonably possible if the Equipment is lost, stolen or damaged.

Subject to applicable law, the Hirer may be responsible for the reasonable cost of repairing damage beyond fair wear and tear or replacing Equipment that is lost, stolen or damaged beyond economic repair while in the Hirer's possession or control.

13. No Transfer or Unauthorised Use by Others

The Hirer must not sell, hire, lend, transfer or otherwise give possession of the hired Equipment to another person without the prior consent of Express@home.

The Equipment must not be removed from Victoria without the prior agreement of Express@home.

14. Termination of Hire

Express@home may terminate the hire agreement and require the return of the Equipment if the Hirer fails to pay amounts due, materially breaches these Terms of Hire, or uses or retains the Equipment in a way that creates a material risk of loss, damage or misuse.

Termination does not affect any rights or amounts that accrued before termination.

15. Medical Advice and Individual Suitability

Express@home provides breast pump hire equipment and general information about the hired Equipment. Express@home does not provide medical diagnosis or medical advice.

The Hirer should seek advice from an appropriate healthcare professional regarding breastfeeding, expressing, milk supply, pain, illness, or whether a particular breast pump or pumping routine is suitable for their individual circumstances.

16. Liability and Australian Consumer Law

Nothing in these Terms of Hire excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

Subject to those rights, the Hirer is responsible for loss or damage arising from misuse of the Equipment or use contrary to the manufacturer's instructions, except to the extent caused by Express@home or where liability cannot lawfully be excluded or limited.

17. Hirer Responsibility

The Hirer confirms that the booking information provided is accurate and that they are authorised to enter into this hire agreement.

The Hirer remains responsible for the Equipment and for complying with these Terms of Hire throughout the Hire Period, including where another person uses the Equipment with the Hirer's permission.

18. Ownership

The hired Equipment remains the property of Express@home at all times. The Hirer does not acquire any ownership interest in the Equipment as a result of the hire.

19. Changes to Arrangements

Any agreed variation to the delivery, collection, return location, Hire Period or other booking arrangement should be confirmed with Express@home. These Terms of Hire continue to apply to the varied arrangement unless otherwise agreed.

For customer collection bookings: collecting a pump from Mordialloc means the Hirer is also responsible for returning that pump to Mordialloc when the hire finishes, unless Express@home has agreed to a different arrangement in advance.

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