



Rental Agreement
KENELEC SCIENTIFIC PTY LTD ABN 88 064 373 717

Customer's Name: _____ Company ACN: _____

Trading Address: _____

Phone Number: (_____) _____

Fax Number: (_____) _____

Contact Name: _____

Mobile Number: _____

Purchase Order Number: _____

Non Account Customers Require Two Forms of Customer Identification.
ie: Photo Drivers Licence & Credit Card Or Equivalent Card with Signature

Drivers Licence Number: _____

Credit Card Number: _____ Expiry Date: _____

Credit Card Type:	<input type="radio"/> Visa Card	<input type="radio"/> Master Card	<input type="radio"/> Bank Card	<input type="radio"/> Amex
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Other Identification: _____

Equipment Rented: _____

Accessories: _____

Location of Goods: _____

Special Conditions: _____

Pickup By Customer Delivery By Kenelec (additional \$35.00 per unit, FOR OFF PEAK FREIGHT)

Start Of Rental Date: _____ Completion Rental Date: _____

Rental Cost:\$ _____ (minimum \$100) Daily Weekly Monthly

Rental Period: _____ Total Cost (inc. GST)\$ _____

I/We Hereby Agree to Rent the Equipment above in accordance with the Terms & Conditions attached and warrant that I have authority to sign this Agreement on behalf of the above mentioned company.

Name:	Date:	Signature:
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Terms & Conditions

1. **Rental Agreement**

- (a) This rental Agreement is purely one of equipment rental and no transfer of title applies. Title of the goods remains with Kenelec Scientific ACN 064 373 717 ("Kenelec Scientific") for the term of this Agreement. The Customer is a bailee only and shall not sell the equipment to any other party.
- (b) Kenelec Scientific is entitled to separately charge for consumables supplied by Kenelec Scientific for the every day operation of the equipment pursuant to this Agreement.
- (c) The equipment is to remain under the care and control of the Customer.
- (d) The Customer shall permit Kenelec Scientific staff or agents appointed by Kenelec Scientific to enter the premises where the equipment is located in order to inspect the equipment or to carry repairs at times which are deemed necessary by Kenelec Scientific.
- (e) The equipment is to be used in a proper manner with care taken to ensure the equipment is kept in the same condition supplied for rental. Failure to comply will result in additional charges applying on return of the equipment.
- (f) This Agreement will be construed and governed by laws applicable in the State of New South Wales.

2. **Period of Rental**

Unless specified the equipment under this Agreement is to be returned by 4.00 pm on the final day of the rental Agreement. Additional charges apply for late returns based on the daily rental rate at the time of return.

3. **Warranty**

Kenelec Scientific warrants that each item of equipment hired is of merchantable quality and reasonably fit for the purpose for which it was designed. Customer acknowledges that it has not relied upon any statement by Kenelec Scientific in respect of Customer's purpose for utilisation of equipment and that Kenelec Scientific is not responsible or liable for the failure of equipment to perform the purposes required by the Customer.

4. **Maintenance**

Kenelec Scientific undertakes to provide maintenance for defective equipment during the rental period at its own expense if verified that the defects were through no fault of the Customer. No outside repairers may be used without the written permission from Kenelec Scientific. Kenelec Scientific may choose to replace equipment instead of repair equipment.

5. **Early Termination of Agreement**

- (a) Kenelec Scientific expressly reserves to itself the right of early cessation, which may be exercised on demand and at the absolute discretion of Kenelec Scientific. In the event that Kenelec Scientific so demands the Customer shall forthwith return equipment to Kenelec Scientific. The applicable rental shall be adjusted and payable on a pro rata basis. For the purposes of pro rating, a week shall be seven days and a month shall be 30 days.
- (a) In the event that the equipment does not function as warranted or in the event of any breach by Kenelec Scientific of the Agreement then to the extent permitted by law the liability of Kenelec Scientific (if any) for any loss, damage or injury whatsoever shall be restricted to the amount of the rental for the duration of the rental period in which the breach occurs and Kenelec Scientific shall not be liable for any item of so called consequential loss.

6. **Risk of Equipment**

The Customer is responsible for the safekeeping of rental equipment and must take adequate measures to guard against loss, theft, damage or destruction. For this purpose, insurance is to be at the expense of the Customer. Should any damage or loss occur the Customer shall be charged the amount that is determined by Kenelec Scientific to replace the equipment. Liability for rental payments will continue until such date that Kenelec Scientific received full recovery of cost.

7. **Rental Payments**

- (a) All rental payments are due in advance of the rental and are to be paid on a monthly basis as billed. The initial rental payment is to be received prior to collection of the equipment.
- (b) The Customer shall be responsible for reimbursement to Kenelec Scientific of all Stamp Duty, Goods and Services Tax or like duties or levies applicable by virtue of this transaction and shall reimburse Kenelec Scientific for any such duty/ies payable by Kenelec Scientific in respect of the rental of the equipment.

8. **Delivery**

Delivery and Collection by courier to the Customer's site is available and will be charged at Kenelec Scientific's standard rates. Alternatively, the delivery and collection of rental equipment is the responsibility of the Customer. Kenelec Scientific can arrange for technical staff to do on site installation or collection. This service will be charged at standard hourly rates.

9. **Default by the Customer**

Should the Customer fail to pay the monthly rental payments and immediate action is not taken by the Customer to rectify this situation, the equipment will be removed by Kenelec Scientific and charges applied for rentals due plus recovery costs. Payment of these charges will be immediately due.

10. **Documentation**

All necessary documentation as provided by Kenelec Scientific must be completed and signed prior to delivery of rental equipment.

11. **Sundry**

These terms and conditions constitute the entire Agreement between Kenelec Scientific and the Customer with respect to equipment and shall not be amended except in writing signed by both parties and the Customer does acknowledge and agree that all other (if any) warranties including suitability of the equipment for any particular use or purpose whether implied or statutory are hereby excluded.