

TERMS AND CONDITIONS

HIRE OF EQUIPMENT TERMS AND AGREEMENT

This agreement is made between Alpine Concierge and the Hirer. These terms and conditions apply to the hire of equipment the Hirer has agreed to hire from Alpine Concierge. In using our website for these or any other purposes the Hirer agrees to be bound by these terms and conditions. Terminology In these terms and conditions, the expressions:

- “we”, “us” and “our” are a reference to Alpine Concierge
- “you” means the person who has agreed to rent the Goods and your heirs and successors;
- “Equipment” means the goods you have selected to hire and any replacement for those items and all associated accessories and other equipment;
- “Hire Period” means the period beginning on the date you have nominated and ending on the date you have nominated as the expiry date upon which the goods are picked up by us or returned by you.

Hire of Equipment We agree to hire the equipment to you for the hire period for a stated fee and charges and you agree to return the equipment to us by the end of the rental period. All equipment is hired clean and free from defect and must be returned in the same condition. Some items are hired with accessories and these accessories must be returned in good condition with the goods. Failure to return accessories with equipment or within a reasonable period, may incur charges for extra days incurred. If all equipment is not returned at the agreed time and date, we reserve the right to charge for any extra days incurred. If all equipment is not returned within 24 hours of the agreed time and date and we are unable to contact you after several attempts and you have not taken measures to contact us, we reserve the right to charge the full replacement cost of the equipment. You are entitled to use the equipment for the hire period and for any mutual agreed extension of the hire period negotiated with Alpine Concierge prior to the end of the hire period if the goods are available for the extended period; If not available then you agree to return the goods as per the original hire period. This will remain unprocessed unless goods are not returned as per the conditions of the contract or are returned damaged. We do not give any warranty in respect of the condition of the hired equipment, or its suitability for any particular purpose. It is the hirers responsibility to ensure that any equipment hired is appropriate for its intended use. Items returned early are not eligible for a refund for unused time. We reserve the right to charge 50% of all charges if less than 48 hours’ cancellation notice for an order is given prior to delivery date. It is your responsibility to check all of the ordered equipment on delivery or collection and you must notify Alpine Concierge of any faults or missing items within 2 hours of receiving the equipment for hire. We will endeavour to deliver items within 2 hours of the agreed delivery time to the location you select, by courier or our own delivery service. Any period or date for delivery of the equipment stated by us is an estimate only and not a contractual commitment. Alpine Concierge does not accept responsibility for any injury to person or persons or damage to property belonging to you or to anyone else, which arises from the use of any equipment hereby hired, however any such injury may arise or be caused.

Our Obligations

Alpine Concierge ensures that goods hired by you are in good order at the time of hire and all items meet relevant Australian Standards for safety. Items are thoroughly cleaned at the end of each hire agreement and prior to a new hire commencement.

Your Obligations

The personal particulars you have provided with your order are declared by you to be correct in every aspect and are not misleading in any way including, without limitation, by omission.

You agree; a) You will keep the equipment you intend to hire in good condition and only use them in accordance with the manufacturer's recommendations. Report any damage to, or loss of, the Goods to Alpine Concierge immediately and return the items if damage is such that the equipment is no longer safe to use. b) You will pay for hire age until return of the goods hired. c) You will be liable for any breach of this agreement committed by you, your servants or agents. d) You will indemnify us for any loss (including legal costs) in relation to any breach of this agreement by yourself; e) You will in the event that the equipment is involved in any motor vehicle collision or like accident, immediately discontinue the use of the good, notify us and arrange for the return of the equipment to us. f) You will notify us of any change of address of the hirer at least 48 hours before any such change. g) You will use the goods personally and not allow any non-contracting party to use them. h) You will advise Alpine Concierge if any of the hired equipment has been involved in an accident in any way. Reporting an accident will not attract charges.

Insurance of the Equipment

Insurance of the equipment is the responsibility of the hirer – we do not affect any insurance whatsoever on the equipment. The risk in the equipment and all insurance responsibility for theft, damage or otherwise will pass to you immediately on the equipment being delivered to you or taken by you from our premises.

Specific Warnings

You must take your own precautions when using the equipment and ensure that your use of the equipment is in accordance with the manufacturer's recommendations. Whenever possible, we will provide you with a copy of the manufacturer's recommendations as to the safe use and handling of the equipment. You agree that before you begin the use of the equipment you will familiarize yourself with the manufacturer's recommendations and comply strictly with them. If we have assisted you in the installation of the equipment you will not tamper with the equipment or change the method of installation without first obtaining assistance from a person who is qualified in the safe handling, installation and maintenance of the equipment.

Exclusion Clause

a) Indemnity. You shall indemnify and keep indemnified and save harmless us and our servants and agents from all damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of Alpine Concierge, its servants or agents or otherwise. b) Exclusion of liability. We shall not be liable to you or your servants or agents for any damages, suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representations warranties terms and conditions express or implied (except in so far as statutory conditions and warranties cannot be excluded under part V Division 2A of the Trade Practices Act (1974) or relevant state legislation) use, maintenance, transport, operation of the goods or otherwise and whether resulting from the negligence of Alpine Concierge, its servants or agents or otherwise, c) Operation of clauses. Clause A & B hereof to the extent they are inconsistent with other clauses, terms or conditions of this agreement are to override such clauses and be of paramount force.



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Amendments to Terms and Conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website will represent an agreement by you to be bound by the terms and conditions as amended.

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