



## TERMS AND CONDITIONS

### 1 Introduction

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#### 1.1 Acceptance of terms and conditions

In these terms and conditions the applicant for hire is referred to as “You” and “Your” and Dorel is referred to as “We”, “Us” and “Our”, as the context requires.

Please read these terms and conditions (**Terms and Conditions**) carefully before you proceed. By clicking “I Agree”, you agree to our Terms and Conditions and confirm that you have read our privacy and terms of use policy (**Privacy and Terms of Use Policy**) available at [www.maxi-cosi.com.au/privacy](http://www.maxi-cosi.com.au/privacy).

By clicking “I Agree”, you acknowledge that you are entering into an agreement with Dorel.

### 2 Hire of Equipment

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- (a) We agree to lease the Equipment to You on the Terms and Conditions for the Hire Period.
- (b) You agree to pay the Hire Charge and any other applicable charges for the hire of the Equipment to Us.

### 3 Hire Period

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- (a) The Hire Period commences on the Hire Start Date and ends:
  - (i) the Hire End Date; or
  - (ii) the date on which We collect the Equipment.
- (b) If You return the Equipment prior to the Hire End Date, We reserve the right to charge you the full Hire Charge and no refund of any part of the Hire Charge will be made in respect of any such early return of the Equipment.

### 4 Hire Charges and Other Charges

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#### 4.1 Hire Charges

- (a) You must pay the Hire Charge:
  - (i) in full at the commencement of the Hire Period; or
  - (ii) by monthly instalments in advance of the amount determined by Us in our absolute discretion.
- (b) Dorel may withhold delivery of the Equipment if payment has not been received.

- (c) This agreement and the rates and conditions quoted on Our website and/or documentation are subject to change on our website without notice. For the avoidance of doubt, We will not alter this Agreement or the Hire Charges applicable to Your Equipment once You have received Confirmation from Dorel.

#### **4.2 Other charges**

- (a) Immediately upon Our request, You agree to also pay:
- (i) any Additional Hire Charges if the Equipment is returned to Us after the Hire Date;
  - (ii) the full cost of repairing any damage to the Equipment You have caused or contributed to;
  - (iii) the full costs of any cleaning charges to ensure the Equipment is restored to a serviceable condition; and
  - (iv) all costs incurred by Us in collecting the Equipment.
- (b) Without limiting Our ability to recover all amounts owing by You, You authorise Us to charge any amounts owing to any credit card or account details which are provided at the Hire Start Date.

#### **4.3 Security Deposit**

- (a) On or prior to the Hire Start Date, You agree to pay a Security Deposit in connection with the hire of the Equipment. The payment of the Security Deposit will be made in the same manner as payment of the Hire Charge.
- (b) Subject to clauses 4.3(c) and 4.3(d), the Security Deposit (free of any interest) is fully refundable to You upon the return of the Equipment, provided the Equipment is returned to Us undamaged and in the same condition as when You received the Equipment (ordinary fair wear and tear excepted) and You have complied fully with the Terms and Conditions.
- (c) If You breach any of the Terms and Conditions and fail to remedy such breach within 7 business days after We have notified You in writing of the breach, We shall be entitled but not obligated to set-off any loss suffered or expense incurred from the Security Deposit.
- (d) You authorise Us to deduct from the Security Deposit or credit card, any amount due arising out of or in connection with the hire of the Equipment.

#### **4.4 GST**

The Hire Charge, Additional Hire Charges, Security Deposit and any other charges applicable to the hire of the Equipment are exclusive of GST and any other taxes or duties imposed on and in relation to the Equipment.

### **5 Delivery and returns**

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- (a) The Equipment is only available for hire in nominated states within Australia.
- (b) All Equipment will be delivered to You and returned to Us by a third-party delivery service.
- (c) The third-party responsible for the delivery of the Equipment is not Our employee or agent, and We are not liable for any loss, damage, expenses caused by that

third party. You are responsible for all costs associated with the delivery and return of the Equipment, including freight, insurance and other charges arising from the date of dispatch of the Equipment to the point of delivery.

- (d) Any period or date of delivery of the Equipment is an estimate only and is not a contractual commitment. We will use reasonable endeavours to meet any estimated date for the delivery of the Equipment but will not be liable for any loss or damage suffered by You for failure to meet that estimated date.
- (e) The third party responsible for the delivery of the Equipment will deliver the Equipment to a delivery point outside of your premises. We aim to deliver products to you at the place of delivery requested by You within the time indicated by Us.
- (f) We may aim to let You know if we expect to be unable to meet our estimated delivery date, but, to the full extent permitted by law, We will not be liable to You for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.
- (g) You must ensure that you are able to take delivery of the Equipment without undue delay and at any time reasonably specified by Us. If You are not, the couriers may leave a card giving You instructions on either re-delivery or collection from the third-party carrier. If delivery or collection is delayed through Your unreasonable refusal to accept delivery or if You do not (within two weeks of Our first attempt to deliver the Equipment to You) accept delivery or collect the Equipment from the carrier, then We may (without affecting any other right or remedy available to Us) do either or both of the following:
  - (i) charge You for our storage fee and other costs reasonably incurred by Us; or
  - (ii) no longer make the Equipment available for delivery or collection and notify You that We are cancelling the applicable contract, in which case we will refund to You or Your credit or debit card company (as applicable) any money paid to Us, less our reasonable administration charges (including
  - (iii) for attempting to deliver and then returning the Equipment, and any storage fees as provided for above).
- (h) Please note that it might not be possible for Us to deliver to some locations. If this is the case, we will inform You and arrange for cancellation of the applicable contract or delivery to an alternative delivery address.
- (i) Unless otherwise specified in writing, all risk in the Equipment shall pass to You upon delivery.

## **6 Installation**

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- (a) It is Your sole responsibility to install any Equipment, including each component of the Equipment.
- (b) You must take precautions when using the Equipment and ensure that the installation and use of the Equipment is in accordance with the manufacturer's recommendations (including any amendments or updates to those recommendations) and the law.
- (c) You are responsible for ensuring the Equipment is compatible with other materials and equipment, including by being installed in accordance with any requirements or recommendations applicable to the motor vehicle in which the Equipment is installed.
- (d) We will not install the Equipment and will not provide you with any technical assistance other than through our available contact Platforms if requested (refer section 14).

- (e) You agree not to:
  - (i) tamper with the Equipment; and
  - (ii) 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.
- (f) The third party that delivers the Equipment will not install the Equipment.

## **7 Your obligations**

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### **7.1 General obligations**

- (a) You must not allow nor authorise any other person or entity to use, re-hire or have possession of the Equipment at any time during the Hire Period.
- (b) You agree that before accepting the Equipment, You have satisfied Yourself as to the suitability, condition and fitness for purpose of the Equipment without relying upon Our skills or judgement or any person purporting to act on Our behalf.
- (c) You undertake to operate the Equipment safely, strictly in accordance with Australian law and the manufacturer's recommendations, only for its intended use, and in accordance with Our instructions (if applicable).

### **7.2 Additional obligations**

- (a) You must:
  - (i) keep clean and maintain the Equipment in good condition in accordance with Our instructions (if applicable) at Your cost and expense;
  - (ii) not in any way alter, modify (including removing any identifying mark or plate), damage or repair the Equipment without Our prior consent;
  - (iii) return the Equipment to Us in the same good and clean condition it was in when You received it (ordinary fair wear and tear excepted); and
  - (iv) not use the Equipment in a dangerous or unlawful manner, or for an illegal purpose.
- (b) You agree to indemnify Us for all damage to the Equipment and its operation, to the extent You caused or contributed to that damage, including by using the Equipment in a motor vehicle not registered in Australia or whose registration has expired.
- (c) You warrant to Us that You have adequate insurance to cover all liabilities incurred as a result of the use of the Equipment.

### **7.3 Reporting**

You must report and provide full details of any accident or damage to the Equipment promptly after the accident or damage occurring, including if a vehicle which is carrying the Equipment is involved in a motor vehicle collision or other accident.

## **8 Title**

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You acknowledge and agree that We retain title to the Equipment at all times (even if You become bankrupt or, in the case of a corporate entity, go into liquidation or external administration of any kind during the Hire Period) and in no circumstances will the Equipment be deemed a fixture to any asset.

## **9 Responsibility for Equipment**

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- (a) You are responsible for any loss, theft or damage to the Equipment (for any cause whatsoever) during the Hire Period, except where caused by Us.
- (b) Subject to clause 9(a), if the Equipment is lost, stolen or damaged during the Hire Period, You are responsible for:
  - (i) the full cost of the repairs of the Equipment; or
  - (ii) the full cost of replacement of the Equipment (if it cannot be repaired) at Our reasonable discretion;
  - (iii) continuing Hire Charges until the completion of the repair or replacement of the Equipment; and
  - (iv) any other reasonable costs and expenses associated with the repair and/or replacement of the Equipment.

## **10 Indemnities and Exclusion of Liabilities**

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- (a) You use the Equipment at Your own risk and You fully acknowledge and accept that risk.
- (b) To the full extent permitted by law, all representations warranties or undertakings, whether express or implied are excluded.
- (c) Our liability (in tort, statute, at common law, contract, under an indemnity or howsoever arising) is limited to the Hire Charge payable in accordance with the Terms and Conditions.
- (d) We are not liable for any consequential loss or damage (including but not limited to loss of actual or anticipated revenue, loss of profit, business interruption, delays, loss of production or economic loss of any kind) in contract, tort, under statute or otherwise.
- (e) You are liable for and indemnify Us against any and all Claims arising out of or in connection with Your hire and/or use of the Equipment or breach of the Terms and Conditions, including personal injury, death, damage to property and Claims by third parties.
- (f) Each indemnity is a continuing obligation and survives termination and expiration of the Hire Period.
- (g) Nothing in the Terms and Conditions excludes, restricts or modifies any guarantees, warranties, rights or remedies that You may be entitled to under any applicable legislation which cannot be excluded by law (including under the CCA).

## **11 Option to upgrade**

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- (a) We may, in Our discretion, provide You with an option to upgrade the Equipment prior to the Hire End Date.
- (b) The upgrade of the Equipment is subject to the Terms and Conditions and any additional conditions that We make known to You in the communication to upgrade.

## **12 Termination**

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- (a) If You breach any of these Terms and Conditions whatsoever and do not remedy the breach within 7 business days' notice of the breach, or the breach is incapable of remedy, or You become bankrupt, insolvent or cease business, We can:

- (i) terminate the hire of the Equipment;
  - (ii) repossess the Equipment; and/or
  - (iii) set-off any loss suffered or expense incurred in accordance with clause 4.3(c).
- (b) In the event that We terminate the hire of the Equipment, You must pay for the cost of the retrieval of the Equipment.

### 13 Access

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- (a) You authorise Us and any of our representatives to enter any premises where We reasonably believe any Equipment or any part thereof may be located to:
- (a) inspect, test, repair or replace the Equipment on reasonable notice; or
  - (b) repossess the Equipment in the event of Termination in accordance with the Terms and Conditions.

### 14 Digital Platforms

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- (a) We use Digital Platforms not limited to Facebook, Instagram, Zendesk, Marketing Automation, email Marketing, SMS Marketing and other consumer communication platforms (**Digital Platforms**) to provide news, education and support to our customers and communities.
- (b) You must access and use our Digital Platforms only in accordance with these Terms and Conditions and any instructions for use provided or made available by Us from time to time.
- (c) To the maximum extent permitted by the law (including under the CCA), We do not, nor do any of Our directors, employees or associates, give any warranty or accept any responsibility in respect of any information given on the Digital Platforms and do not accept any liability for any loss or damage, however caused, as a result of You relying on any information on the Digital Platforms
- (d) While You connecting with Us on the Digital Platforms, We need You to abide by some rules:
  - (i) Be polite even if You disagree. Contributing to the discussion is great, but offensive remarks and bad language will not be tolerated.
  - (ii) All wall posts need to come from a real person. Fake or anonymous posts will be deleted.
  - (iii) Multiple or repetitive posts by You, or posts that threaten or defame a person, product or organisation will be deleted.
  - (iv) Repetitive posts copied and pasted or duplicated will be deleted.
  - (v) Multiple or repetitive posts by You on the same general topic (even if the post content differs), will be viewed as spam and deleted.
  - (vi) All wall posts for advertising will be removed.
  - (vii) Wall posts with Our employee's names will be removed. Please contact us directly if you need to discuss the actions of a specific individual.
  - (viii) We expect You to abide by the rules of our digital platforms (as applicable).

## **15 Communication**

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- (a) During the Hire Period, We may send you communication via email, phone or other related means regarding your Hire of the Equipment for the purpose of providing education and product awareness.
- (b) By agreeing to these Terms and Conditions, You consent for us to contact You via the email address and phone number that you have provided.
- (c) You may opt-out of receiving communication from Us by using the unsubscribed facility that We include in our email messages or by sending us an unsubscribe request after the Hire Period has ended.

## **16 General**

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### **16.1 Privacy**

All personal information We collect is protected by the Privacy Act 1988 (Cth). Any and all information collected on the Website will be dealt with in accordance with the Privacy Act and these Terms and Conditions.

### **16.2 Notices**

- (a) Any notice or other communication given to a party under or in connection with the hire of the Equipment shall be in writing, addressed to that party at the address specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received:
  - (i) if sent by post or next working day delivery service, at 9.00 a.m. on the second business day after posting;
  - (ii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
  - (iii) if sent by fax or e-mail, one business day after transmission.
- (c) You must notify Us if you change your residential address within 7 days.

### **16.3 Severability**

- (a) If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be severed from the Terms and Conditions.
- (b) To the extent possible, any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions and the hire of the Equipment.

### **16.4 Waiver**

- (a) A waiver of any right under these Terms and Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- (b) No failure or delay by a party in exercising any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any

other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 16.5 Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties.

#### 16.6 Amendments

- (a) These Terms and Conditions may be amended by Us from time to time by giving notice of the amendment to You. Any amendment shall only apply to the hire of Equipment on or after the date any such amendment comes into effect. Notice is deemed given when We: send notice of the amendment to You in accordance with these Terms and Conditions (including via email); or
- (b) publish the amended terms on Our Website.

#### 16.7 Transfer

#### 16.8 Your obligations under these Terms and Conditions are non-transferable. Governing law

These Conditions are governed by and construed in accordance with the laws in force in the State of Victoria, Australia.

#### 16.9 Continuing obligations

Each of the obligations set out in these Terms and Condition apply in respect of the hire of the Equipment for any period following the Hire Period.

### 17 Definitions

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**“Additional Hire Charges”** means the amount specified by Us for the hire of the Equipment for a period following the Hire End Date and which is payable by You.

**“CCA”** means the *Competition and Consumer Act 2010* (Cth), including Schedule 2 to that Act, the *Australian Consumer Law*.

**“Claims”** means any claim (whether actual or contingent), including a claim for loss, damages and expenses (including legal fees) arising out of tort, breach of statute, breach of warranty or guarantee or breach of the Terms and Conditions.

**“Confirmation”** means the confirmation of hire of equipment issued by Dorel confirming the Equipment, Hire Charge, Hire Start Date and Hire End Date.

**“Dorel”** means Dorel Australia Pty Ltd.

**“Equipment”** means any and all equipment You have selected for hire, including any accompanying tools, accessories and parts.

**“Hire Charge”** means the amount specified by Us for the hire of the Equipment and which is payable by You.

**“Hire End Date”** means the hire end date which You have nominated.

**“Hire Start Date”** means the hire start date which You have nominated.

**“Hire Period”** means the period commencing on the Hire Start Date and ending on the Hire End Date or such other date determined by Us in accordance with these Terms and Conditions.

**“Security Deposit”** means the security deposit amount specified by Us and payable by You in connection with the hire of the Equipment.

**“Website”** means [www.maxi-cosi.com.au](http://www.maxi-cosi.com.au) or may refer to a related Dorel digital platform