

Terms & Conditions

Get Slushed NT

1. INSPECTION

- 1.1 Get SlushedNT guarantees that all hire equipment has been inspected, cleaned and tested prior to the Hirer taking possession
- 1.2 The Hirer is satisfied that the equipment is clean and in good working order at time of drop off. Any concerns should be asked prior to our team departing the drop off period, otherwise the Hirer agrees that condition is satisfactory.
- 1.3 The Hirer is satisfied that they understand the instructions as shown to them are easy to follow and understand.

2. USE OF EQUIPMENT

The Hirer agrees that the equipment is to be used:

- 2.1 Solely for the purposes as understood by Get SlushedNT.
- 2.2 Only in a skilful and proper manner, for the purpose and within the capacity for which it was designed and instructed.
- 2.3 Any damage to the equipment will become the responsibility of the Hirer to replace at their expense. Parts replacement and services for repair may be charged additionally to the initial hire cost – at Get SlushedNT’s own jurisdiction.
- 2.4 The equipment is to only be use at the address as provided by the Hirer. The equipment is only to be moved/removed for the purpose of returning it to Get SlushedNT or with prior approval and instruction on moving.
- 2.5 For legal purposes or in a legal manner and the Hirer will comply at its own expense with requirements of all Government Authorities in relation to the equipment.

3. PERIOD OF HIRE

- 3.1 Period of hire shall commence on date and time as agreed upon by Get SlushedNT. Any additional time may be charged – at Get SlushedNT’s own jurisdiction, but not without prior discussion and agreement between the hirer and Get Slushed NT.
- 3.2 The period of the hire shall commence when the equipment is delivered to the Hirer at the address previously agreed upon, and shall be terminated
- 3.3 At the time that Get SlushedNT collects the equipment from the agreed premises or;
- 3.4 When the Hirer returns the equipment at a previously arranged time, and Get Slushed NT takes back full possession of the equipment.
- 3.5 This period of hire shall terminate on whichever is the later event of 4.3 or 4.4. Notification by the Hirer that the equipment is ready for collection and the receipt by the Hirer shall not relieve the Hirer for liability for the equipment, until it is returned to the Owner’s possession.

4. HIRING CHARGES

- 4.1The Hirer will pay the hire charges at the rate and in the manner specified during the hiring period. The Hirer schedule of rates may be subject to alteration by mutual agreement between the Hirer and Get SlushedNT if the agreed period of hire is altered in any way by the Hirer.
- 4.2Calculation of charges are based on time out – not time used.
- 4.3One day’s hire is for twenty four (24) hours. Extra time is chargeable. Hires less than 24 hours will be charged at the 24 hour rate.
- 4.4One week is seven (7) consecutive days, including weekends and holidays.

5. RETURN OF EQUIPMENT AND TERMINATION

The Hirer agrees to return this equipment to the Owner at the previously agreed time. GetSlushedNT may terminate this agreement at its sole discretion and the Hirer authorises Get SlushedNT and servants to enter upon such land as necessary to recover the equipment.

6. LATE RETURN If the equipment is not returned at the end of the hire period as previously agreed, the Hirer will be charged an additional rate of \$100.00 per day of not returned.

7. DELIVERY, INSTALLATION & COLLECTION If the Hirer requests the Owner to deliver, install or collect the equipment, the Hirer agrees to pay to the Owner all of the Owner's reasonable expenses occurred in complying with this request in addition to the hire charges. These expenses may include costs due to any delay incurred, or additional labour performed due to the Hirer's failure to have equipment ready for collection from the site.

8. LOADING AND UNLOADING EQUIPMENT The Owner is responsible for loading and unloading equipment. If the Hirer or party there of assists in the loading or unloading of the equipment the Hirer agrees to indemnify the Owner for any property damage or personal injuries in relation to this assistance whether or not due to negligence.

9. EQUIPMENT FAILURE

If equipment becomes unsafe or in a state of disrepair, the Hirer agrees to immediately discontinue use of equipment and to notify Get SlushedNT immediately. The Hirer will on no account attempt to repair the equipment without the consent of Get SlushedNT.

If the failure of the equipment is caused by reasonable wear and tear, and for no other reason including the Hirer's negligence or misuse, Get SlushedNT agrees, at its own discretion to:

Repair the equipment within a reasonable time

Make similar equipment available, or

Adjust the rental charge.

Get SlushedNT will only offer a full refund it is deemed that the machine has failed for purposes mentioned above. Under no circumstances is Get SlushedNT liable for any loss sustained by the Hirer.

10. ACCIDENTS

The Hirer will notify Get SlushedNT immediately of any accident involving it's equipment.

11. CLEANING

Get SlushedNT offers that it delivers its equipment in a clean, pre-tested working condition. It also offers that the Hirer does not have to clean the equipment before return to Get SlushedNT. Get SlushedNT may at its absolute discretion charge the Hirer for all reasonable costs of restoring the equipment to good condition and working order if damaged, or request full payment of equipment at full cost, if deemed the equipment cannot be reasonably repaired.

12. LOSS

The Hirer will be liable for the cost of replacement of equipment lost or stolen while in its possession. The Hirer agrees to advise Get SlushedNT immediately of the loss, theft or damage; waiver does not apply to loss or theft.

13. PAYMENT

Payments are due and payable at the beginning of the hire period. Hire, delivery, installation and collection charges or other charges where applicable are all included in the payment, strictly COD. Prior arrangement to hire on a credit, terms of payment are strictly seven (7) days from issue of invoice.

14. LATE PAYMENT

Interest is payable on any amounts outstanding at the end of the hire period at the rate of 15% per quarter annum.

15. COLLECTION COSTS

The Hirer agrees to pay all of the reasonable costs of collection or legal proceedings brought to recover any amounts outstanding at the end of the hire period.

16. PURCHASE ORDERS

The use of your purchase order number on this contract is for your convenience and identification only. Absence of a purchase order number shall not constitute grounds for non-payment of rental charges when you have had

possession, or the right to possession of the hired equipment.

17. SUBLEASE, LOANS OF EQUIPMENT AND ASSIGNMENTS

Get SlushedNT may assign its rights under the contract without the Hirer's permission, but will remain bound by its terms. The Hirer may not sublease or loan the equipment without Get SlushedNT's written permission and any purported assignment shall be void.

18. EXCLUSIONS OF WARRANTIES

This contract contains no express or implied warranties, other than those which appear in this agreement. No warranty is given that the equipment is suited in all situations. The equipment must always remain in a shaded or cool area out of direct sunlight, with ample ventilation around its perimeter. The Hirer warrants that it has made its own independent inspection and has not relied on any representations by Get SlushedNT.

19. INDEMNITY

The Hirer agrees to accept full responsibility for all claims in respect of any injury to persons, loss of productivity or loss of damage to property, arising out of the delivery, servicing, storage, possession, use or failure of the equipment during the hire period, whether or not due to the negligence of Get SlushedNT, its employee or agent or any other person and agrees to indemnify Get SlushedNT with respect to these claims. The Hirer will not allow any lien to be created over the equipment nor sell, transfer, mortgage or charge the equipment and will indemnify Get SlushedNT against any losses or expenses incurred as a result of its loss of possession of the equipment for any of these reasons.