



EQUIPMENT RENTAL AGREEMENT

any change to these details **MUST** be advised as per section 2.5 over

REGISTERED BUSINESS NAME:

TRADING NAME:

A.B.N

A.C.N/R.B.N

ADDRESS

where equipment is installed:

must be completed **OWN** property ☐ **LEASED** property ☐ if the property is leased, property manager details are required

property manager details (name / organisation and phone)

PHONE/NAME (ACCOUNTS)

PHONE (OFFICE) / and alternative number

1:

EMAIL *for invoices*

EMAIL *meters (if applicable)*

*to request meters (if option to supply manually is chosen) - *app not installed*

Name of Director/s in full:

signature:

Name of Director/s in full:

signature:

SPECIFICATIONS OF EQUIPMENT

MAKE	
SERIAL NUMBER	
EQUIPMENT #	
INSURANCE VALUE SEC 11.1 (h)	
FEATURES	
PRINT	
SCAN	
SEND	
FAX	
FINISHER	

MACHINE INSTALLATION DETAILS

INSTALLATION DATE:	
METER 106)	
METER 109)	
INSTALLATION fee	\$
REMOVAL fee If period is <6 months	\$
PAYMENT TERMS	7 DAYS FROM INVOICE
monthly invoice will be raised in accordance with agreed charges	
*3Manager app installed ☒ No Fee ☐ / ☒ \$ 20 /mth	
*refer 1.6 – this app reports meter readings automatically and monitors toner levels	if you elect NOT to install the automated 3Manager app a monthly admin fee applies
Min Monthly Charge: \$ includes copies to this value each month these copies are not transferable - Section 4.0	
COLOUR prints	BLACK prints

^ please be aware of your responsibility to have insurance for the equipment that you are renting_ refer terms and conditions

all prices quoted are gst exclusive



1 Definitions

- 1.1** Owner" shall mean Zanara Trust T/A Zanara Copiers and its successors and assigns. "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.2** "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.
- 1.3** Equipment" shall mean Equipment and extend to include consumables supplied for use in the said equipment supplied by the Owner to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4** "Services" shall mean all services supplied by the Owner to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Equipment as defined supra).

subject to clause 4 of this contract.

- 1.5** Price" shall mean the cost of the Equipment as detailed on this agreement.
- 1.6** **3Manager** is a fully signed windows application installed on the customer networked computer, automated monitoring of toner consumption and meter readings of the photocopier by the owner

2 Acceptance

- 2.1** Any instructions received by the Owner from the Customer for the supply of Equipment and/or the Customer's acceptance of Equipment supplied by the Owner shall constitute acceptance of the terms and conditions contained herein.
- 2.2** Where more than one Customer has entered into this agreement, the Customer's shall be jointly and severally liable for all payments of the Price. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Owner.
- 2.4** None of the Owner's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Owner in writing nor is the Owner bound by any such unauthorised statements.

- 2.5** The customer undertakes to give the owner not less than fourteen (14) days prior written notice of any proposed change in the Customers name and/or any other details given on this agreement. Including but not limited to address, property management, phone numbers & management changes

3 Equipment

- 3.1** The Equipment are as described on the invoices, quotation, authority to hire or any other work commencement forms as provided by the Owner to the Customer.

4 Price And Payment

- 4.0** This is a month to month rental agreement - the minimum monthly amount includes copies up to the min charge each month. copies are not transferable and cannot be carried forward into future invoicing periods.

4.1 Monthly pricing

- (a) The Quoted monthly rental price is subject to annual indexation in line with CPI rate
- (b) The Price charged may include an administration charge as noted in the 3 Manager app* is not installed by choice of the client
- (c) All quoted prices exclude gst and any other taxes which may become applicable after execution of this agreement.
- 4.2** At the Owner's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Equipment and shall become immediately due and payable.
- 4.3** Time for payment for the Equipment shall be as the agency and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Equipment.
- 4.4** At the Owner's sole discretion, for certain approved Customers payment will be due in accordance with the specified terms of trade as shown on the invoice.
- 4.5** Payment will be made in cash on delivery, or by credit card, or by direct credit, or by any other method as agreed to between the Customer and the Owner.
- 4.6** The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Owner.
- 4.7** Any unpaid/overdue account can be handed to external debt collection for action. ALL COSTS, including interest accrued on the balance, and any other costs associated with the collection of any outstanding balance. This will be oncosted to the customer and will go to making up the balance payable. The customer agrees to reinstatement of all costs as specified.

5 Delivery and Installation Of Equipment/ Services

- 5.1** Delivery of the Equipment shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Equipment whenever they are tendered for delivery.
- 5.2** At the time of installation, it is required that the 3Manager app* be installed onto the Customers computer; this app monitors toner requirements and meter readings.
- 5.3** The failure of the Owner to deliver shall not entitle either party to treat this contract as repudiated.
- 5.4** The Owner shall not be liable for any loss or damage whatever due to failure by the Owner to deliver the Equipment (or any of them) promptly or at all.
- 5.5** After the initial installation of the Equipment; ANY service calls related to NETWORKING, SERVICE PROVIDER OR MODEM PROBLEMS not directly related to the hired equipment experiencing a malfunction will incur a service charge payable by the customer at a current labour rate applicable for machine service callouts.

6 Risk

- 6.1** The Owner retains property in the Equipment nonetheless, all risk for the Equipment passes to the Customer on delivery.
- 6.2** The Customer acknowledges that they are liable for any loss or damage to the equipment from the time of delivery until it is returned to or picked up by the Owner.
- 6.3** The Customer will insure, or self insure, the Owner's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.
- 6.4** In respect of all claims whether for workers compensation or third party liability or otherwise, the Customer shall comply with all statutes, regulations and industrial awards relating to the labour and effect all such insurances as may be necessary.
- 6.5** The Customer accepts full responsibility for and indemnify the Owner for direct loss in respect of any injury to persons or damage to property arising out of the use of the Equipment during the hire period by the Customer or its employees and contractors (including negligence) in connection with this agreement.'

7 Customer's Disclaimer

- 7.1** The Customer hereby disclaims any right to rescind or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Owner and the Customer acknowledges that he hires the Equipment relying solely upon his own skill and judgement.

8 Cancellation

- 8.1** The term of the agreement is for an undetermined period on a month to month basis; the monthly arrangement is at the discretion of both parties.
- 8.2** The Owner may cancel these terms and conditions or cancel delivery of Equipment at any time, if in the owner's opinion, the customer is not adhering to the terms and conditions of this agreement.
- 8.3** The Owner shall not be liable for any loss or damage whatever arising from such cancellation.
- 8.4** The Customer may terminate the agreement with Thirty (30) days written notice.
- 8.5** Notwithstanding the 30days written notice, a machine is deemed to be under agreement up to the date that any monies owing under the agreement are paid in full. The Owner reserves the right to not remove the machine, until the account is paid in full. Rent is payable up to the date that the machine is deemed to be under contract.

9 Warranty

- 9.1** No Warranty is provided by the Owner in respect of the condition of the Equipment or its fitness for any particular purpose.

10 The Australian & Consumers Law (ACL)

- 10.1** Nothing in this agreement is intended to have the affect of contradicting any of the applicable provisions or regulations as set out in the ACL and the general standards of business conduct that it outlines.

11 Customer's Responsibilities

- 11.1** The Customer shall:
- (a) if the customer elects to supply meter readings manually (i.e decline to have 3 Manager app installed). This is to be done in a reasonable time frame and accepts that an administrative charge will be applied to the monthly billing process; as detailed in Section 4 & 5.
- (b) Notify the Owner immediately of the full circumstances of any mechanical breakdown or accident. The Customer is not absolved from the requirements to safeguard the requirements to safeguard the equipment by giving such notification.
- (c) Satisfy itself at the commencement of the hire that the equipment is suitable for the required purpose;
- (d) Operate the equipment safely, and strictly in accordance with the law, only for its intended use, and in accordance with any manufacturers instruction whether supplied by the owner or posted on the equipment.
- (e) Ensure that all persons operating the equipment are suitably instructed in its safe and proper use.
- (f) Comply with all OHS laws relating to the equipment and its' operation;
- (g) On termination of the hire, (after 30 days WRITTEN notice) - Section 8.4 - the customer shall ensure that the equipment is ready for collection in the same condition that it was originally delivered; fair wear and tear accepted, by the owner. The customer is not authorised to pledge the owner's credit for repairs to the equipment or to create alien over the equipment in respect of any repairs;
- (h) Keep the Equipment in their own possession and control, and shall not assign the benefit of the hire contract nor be entitled to lien over the Equipment. The Customer accepts full responsibility for the safekeeping of the Equipment and indemnifies the Owner for all loss theft or damage to the Equipment to the full amount stipulated on this contract, howsoever caused and without limiting the generality of the foregoing whether or not such loss theft or damage is attributable to any negligence failure or omission of the Customer;

signature:

print name:

11.1

- (i) Not alter or make any additions to the Equipment including but without limitation to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment;
Employ the Equipment solely in its own work and shall not permit the Equipment or any part thereof to be used by any other party for any such work
- (j) Accept full responsibility associated with any costs or liability due to the Equipment obstructing any person/s. The Customer shall also accept full responsibility associated with any costs or liability due to the Equipment being in a location that it shouldn't or if the equipment or Owner incurs any seizure costs or impoundment costs while the Equipment is in the custody of the Customer.
- (k) **The customer must notify the Owner if the equipment is to be relocated from the original place of installation, not less than five (5) working days notice is required. The cost of relocating the equipment will be invoiced at the current relocation costs and this amount will be borne by the Customer**

11.2 The Customer shall not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold.

11.3 **Immediately on request by the Owner the Customer will pay:**

- (a) The agreed insurance value of the Equipment which is for whatever reason not returned to Owner.
- (b) The replacement value of any consumables that are not returned to the Owner on finalisation of the hire period.
- (c) All costs incurred in cleaning (in excess of ordinary) of the Equipment
- (d) All costs of repairing any damage to glass or external panels of the equipment.
- (e) The cost of repairing any damage to the Equipment caused by the negligence of the Customer or the Customer's Owner;
- (f) The cost of repairing any damage to the Equipment caused by vandalism, or (in Owner reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Customer.
- (g) The cost of consumables provided by Owner and used by the Customer, **which are not supplied as part of the agreement.**
- (h) **toner and waste toner containers are supplied on an exchange basis - in the event that replacement toner and waste toner containers are not retained for exchange, the current replacement cost of the relevant item/s will be payable when invoiced.**

section 11.4 - 11.5 left intentionally blank

11.6 The Date upon which the customer advises in writing of termination shall be used as day one in the calculation of the effective date of termination 30 days subject to the account balance being paid in full on that date.

12 Default & Consequences Of Default

- 12.1 Interest on overdue invoices shall accrue from the date the payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such a rate after as well as before any judgement.
- 12.2 If the Customer defaults in payment of any invoice when the Customer shall indemnify the Owner from and against all the Owner's costs and disbursements including on a solicitor and own client basis and in addition all of the Owner's nominees costs of collection.
- 12.3 Without prejudice to any other remedies the Owner may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Owner may suspend or terminate the supply of Equipment to the Customer and any of its other obligations under the terms and conditions. The Owner will not be liable to the Customer for any loss or damage the Customer suffers because the Owner exercised its rights under this clause.
- 12.4 If any account remains unpaid at the end of the second month after supply of the Equipment or Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.
- 12.5 **In the event that:**
- (a) any money payable to the Owner becomes overdue, or in the Owner's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;
then without prejudice to the Owner's other remedies at law
- (i) the Owner shall be entitled to immediately terminate the agreement and retrieve possession of the equipment without prejudice to any other remedies; and
- (ii) all amounts owing to the Owner shall, whether or not due for payment, immediately become payable.

13 Title

- 13.1 The Equipment is and will at all times remain the absolute property of the Owner.
- 13.2 If the Customer fails to return the Equipment to the Owner then the Owner or the Owner's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.

14 Security And Charge

- 14.1 Notwithstanding anything to the contrary contained herein or any other rights which the Owner may have howsoever:
- (a) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Owner or the Owner's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Owner (or the Owner's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Owner elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Owner from and against all the Owner's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause 14.1 (a) and (b) inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Owner or the Owner's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Owner and/or the Owner's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Owner and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Owner and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Owner's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15 Privacy Act 1988

- 15.1 The Customer and/or the Guarantor/s agree for the Owner to obtain from a credit-reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Owner.
- 15.2 The Customer and/or the Guarantor/s agree that the Owner may exchange information about Customer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
- (a) To assess an application by Customer;
- (b) To notify other credit providers of a default by the Customer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and
- (d) To assess the credit worthiness of Customer and/or Guarantor/s.
- 15.3 The Customer consents to the Owner being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 15.4 The Customer agrees that Personal Data provided may be used and retained by the Owner for the following purposes and for other purposes as shall be agreed between the Customer and Owner or required by law from time to time:
- (a) provision of Services & Equipment;
- (b) marketing of Services and/or Equipment by the Owner.
- in relation to the Services and Equipment;
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Services/Equipment;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Customer; and
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Services and Equipment.
- 15.5 **The Owner may give, information about the Customer to a credit reporting agency for the following purposes:**
- (a) to obtain a consumer credit report about the Customer; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

signature:

print name:



16 General

- 16.1** If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2** All Equipment supplied by the Owner are subject to the laws of Queensland, and the Owner takes no responsibility for changes in the law which affect the Equipment supplied. The parties agree to the non-exclusive jurisdiction of its courts.
- 16.3** Both Parties shall be under no liability whatever for any indirect loss and/or expense (including loss of profit) suffered by either party, arising out of a breach by either party of these terms and conditions.
- 16.4** To the extent permitted by law; in the event of any breach of this contract by either party, the remedies of the party to suffer loss; shall be limited to damages. Under no circumstances shall the liability exceed the Price of the Equipment.
- 16.5** The Owner may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 16.6** The Owner reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will be advised in writing and be deemed to take effect from the date on which the Owner notifies the Customer, and the customer accepts said changes and confirms with written consent.
- 16.7** The Owner undertakes to maintain in good working order the Equipment. Equipment service calls attended as a result of misuse, negligence or operator error will be charged at the current labour rates. Part costs used on any such calls will be borne by the Customer.
- 16.8** On reasonable request from the customer, The Owner will provide technical service at the Customer's premises within reasonable time by a qualified technician during normal working hours 8.30am to 5pm, except Saturday, Sunday and Public Holidays.
- 16.9** Any service calls specifically requested by the Customer, to be completed outside normal working, and agreed to, at the owners discretion, shall be charged at the current labour rate - this cost will be payable by the Customer.
- 16.10** This agreement includes the provision on Toner, only toner issued by the owner is to be used in the photocopier. Subsequent to demonstration upon installation, the insertion of supplied toner cartridges into the machine is the responsibility of the customer. Any service call to install a toner will incur a charge payable by the customer.



I certify that the above information is true and correct and that I am authorized to make this application for credit. In accordance with the Privacy Act (1988), I authorize any person or company to give information as may be required in response to credit inquiries. I have read and fully understand the Terms and Conditions of Trade of Zanara Trust T/A Zanara Copiers which form part of and are intended to be read in conjunction with this Equipment Rental Agreement and agree to be bound by these conditions.

Signed:

Proprietor / Partner / Director / Authorized Signatory (please indicate applicable one)

NAME IN FULL: _____

POSITION IN ORGANISATION: _____

ACCEPTANCE OF EQUIPMENT DELIVERY

Name in Full: _____

Position: _____

Signature: _____

Toner/Consumables received on installation

TONERS	CYAN	
	MAGENTA	
	YELLOW	
	BLACK	
WASTE TONER CONTAINER		

please be aware that these consumables are supplied on an exchange basis as per Section 11.3 (h)