



Terms and Conditions Agreement

Lily & Lavender TENS Machine Hire

1. Definitions

- 1.1. **Hirer:** The individual hiring the TENS machine.
- 1.2. **Company:** Lily and Lavender Birth Limited
- 1.3. **TENS Machine:** The transcutaneous electrical nerve stimulation device being hired out for pain relief during labour.

2. Hirer's Information

Name: _____ Phone: _____

Address: _____

Estimated Due Date (EDD): _____

3. Hire Agreement

By signing this agreement, the Hirer agrees to hire the TENS Machine from the Company under the following terms and conditions.

4. Usage Instructions

- 4.1. The TENS Machine should only be used in accordance with the instructions provided and with guidance from your maternity care provider.

5. Medical Restrictions

- 5.1. The TENS Machine must not be used by anyone fitted with a cardiac pacemaker, who has a heart disease, or suffers from epilepsy. If you have any concerns whatsoever, consult your medical advisor prior to use.
- 5.2. The TENS Machine cannot be used in water. If the customer wishes to enter a bath, birthing pool, or shower, the TENS unit should be removed.

6. Payment

- 6.1. The hire fee is \$75.
- 6.2. A fully refundable bond of \$50 is payable.
- 6.3. Total amount payable: \$125 to secure the booking.
- 6.4. Payment can be made via Credit Card or Bank Transfer to the following account:
Bank Number: ASB 12-3438-0052394-00
- 6.5. The bond will be returned to the Hirer once the TENS Machine is returned in good working order. The bond may cover lost or missing parts and late return fees.

7. Your complete pack will include :

- 7.1. Elle Tens Unit - large display, pre-set modes & integrated boost button.
- 7.2. 4 Large Electrode Pads 40x100mm.
- 7.3. 2 Lead wires + 1 spare.
- 7.4. 2 AA Batteries + 2 spare.
- 7.5. Easy release neck cord & soft carrying pouch.
- 7.6. Electrode placement guide.
- 7.7. Elle TENS Instruction Manual & Women's guide to drug free pain relief.

8. Collection and Return

- 8.1. The TENS Machine will be collected from and returned to the specified location agreed upon at the time of booking.

- 8.2. The Hirer must return the TENS Machine cleaned, sanitised, and dried to the same location within 72 hours of the birth.
- 8.3. Failure to return the TENS Machine by the due date will result in the Hirer being charged \$10 for each and every week or any part of a week over and above the hire period until the TENS Machine is returned.

9. Loss and Damage

- 9.1. In the event of damage to or loss of the TENS Machine by the Hirer, the full retail value is payable to Lily & Lavender by the Hirer.
- 9.2. If the TENS Machine is returned incomplete, the Hirer will be charged for the replacement costs for the missing items(i.e. the Instruction Booklet, neck cord, batteries, for the storage container, and cables.

10. Non-use and Cancellations

- 10.1. Non-use of the hired TENS Machine is entirely at the discretion of the Hirer and no refund will apply.
- 10.2. Once the TENS Machine is picked up by the Hirer, the booking cannot be cancelled, and a refund is not available. If the Hirer contacts Lily & Lavender by phone or email prior to pickup, a cancellation fee of \$10 will apply.

11. Usage Period

- 11.1. The TENS machine hire is for a maximum period of 6 weeks (excluding collection and return times): 4 weeks prior to EDD and up to 2 weeks after EDD.

12. Liability

- 12.1. The TENS Machines are fully tested immediately prior to dispatch. However, the liability of Lily & Lavender shall not exceed the rental charge.
- 12.2. Lily & Lavender is not liable for any injuries or damages resulting from the use of the TENS Machine.

13. Checking the Equipment

- 13.1. The Hirer should check the contents of the hire pack upon receipt and familiarise themselves with the TENS Machine and the instructions.
- 13.2. The Hirer must check the TENS machine upon receipt and notify the Company of any issues within 48 hours. If no notification is received, it will be assumed that the equipment was received in perfect condition.

14. Agreement

In providing Lily & Lavender with personal contact details and payment, the Hirer agrees to the above terms and conditions.

Hirer's Signature

Date

For any queries, please contact Lily & Lavender Birth at lilyandlavenderbirth@gmail.com
Thank you for choosing Lily & Lavender Birth for your home birth needs.