

# Bloom Birth Collective Hire Agreement | ElleTENS 2

## Hire Terms and Conditions:

1. The success of the ElleTENS 2 machine cannot be guaranteed, as individual experience differs.
2. Bloom Birth Collective will not be held liable for any injury or damage sustained as a result of the use or misuse of the ElleTENS 2 machine.
3. The ElleTENS 2 machine is only to be used by the person named on the agreement form as 'The Hirer' and is not transferable between individuals.
4. The Hirer will only use the ElleTENS 2 machine according to the instructions provided.
5. It is the sole responsibility of The Hirer to seek support and approval from their care provider to ensure the safe use of the ElleTENS 2 machine.
6. The ElleTENS 2 machine remains the property of Bloom Birth Collective at all times, and we reserve the right to charge the full replacement value of the ElleTENS 2 machine (\$199 RRP) for lost or stolen machines. Should the ElleTENS 2 machine be returned damaged, contaminated with bodily fluids or with missing parts, we reserve the right to charge additional fees for cleaning, repairs or replacement.
7. Late return of the ElleTENS2 machine will incur a fee, unless otherwise arranged with Bloom Birth Collective.
8. The ElleTENS 2 machine is tested immediately prior to dispatch, and we will provide the machine ready for immediate use to the best of our knowledge.

## Hire Cancellation and Refund Policy:

1. Refunds will not be offered if you do not make use of your ElleTENS 2 machine.
2. A cancellation and refund are possible if we are notified via email at [info@bloombirthcollective.com.au](mailto:info@bloombirthcollective.com.au) prior to dispatch of machine.
3. Delivery times are dependent on Australia Post and Bloom Birth Collective cannot guarantee a delivery date or timeframe. Refunds are not available for machines which do not arrive before labour commences. It is advised to hire the machine from 36 weeks gestation, though The Hirer should take their individual circumstances into account when determining when they may need the ElleTENS 2 machine.
4. The ElleTENS 2 machine may be picked up from Bloom Birth Collective, at no cost to The Hirer. Alternately, shipping will be charged at the checkout. A pre-paid returns satchel is included in the initial fee.

## Precautions and Contraindications:

1. The Hirer will have read the ElleTENS 2 Instructions For Use PDF available on our website, and understand the full list of precautions regarding the use of the ElleTENS 2.
2. The ElleTENS 2 machine contains electrical components are MUST NOT be used in or around water (or fluids). Remove the ElleTENS 2 machine and electrodes BEFORE entering a bath or shower, and ensure you are completely dry before replacing the pads on your skin.
3. ElleTENS 2 machine should not be used for anyone who is suffering from (or suspected to be suffering from) epilepsy, cardiac disease, or is fitted with a pacemaker.
4. The ElleTENS 2 machine should not be applied internally or used on broken or cracked skin.
5. The ElleTENS 2 machine should not be placed on areas of the skin where normal sensation is absent, such as with an epidural.
6. Do not use the ElleTENS 2 machine on your abdomen at any time.
7. Electrode pads should not be placed over the heart or chest, on the neck or head.
8. Keep out of reach of children and pets.
9. Electrical foetal monitoring may be affected by ElleTENS 2 machine use, please consult with your health care provider prior to use.
10. The ElleTENS 2 machine is not for use in pregnancy before 36 weeks gestation without prior consultation and specific agreement from your health care provider.
11. Do not use the ElleTENS 2 machine while driving, cycling or operating heavy machinery.

I acknowledge the above terms and conditions, hire cancellation and refund policy and precautions and contraindications of the use of the ElleTENS 2 machine. By purchasing this item, you agree to the full machine hire agreement found on the website.

It is understood that Elly Robertson of Bloom Birth Collective will be released from all liability arising from or relating to the use of the ElleTENS 2 machine for any undesirable or unexpected outcomes.