

## PAIN PODS TENS HIRE TERMS & CONDITIONS

Tens machine how to use guide: <https://thepainpod.com/pages/how-to-use-painpod-3>

Biobelt how to guide: <https://thepainpod.com/pages/how-to-use-painpod-bio-belt>

Foot pads how to guide: <https://thepainpod.com/pages/how-to-use-painpod-foot-pad>

Pain Pods: pain relief in labour: <https://thepainpod.com/blogs/news/painpod-pain-relief-during-labour>

Thank you for choosing to hire a Pain Pod TENS unit with Benefiting Birth and Beyond Pty Ltd.

The following terms and conditions apply to all Pain Pod TENS hire arrangements with Benefiting Birth and Beyond. The terms "You" and "Your" refer to you as the hirer. The terms "We" and "Our" refers to Benefiting Birth and Beyond.

1. We will best endeavour to make a Pain Pod TENS unit available to you on your preferred hire dates subject to your prepayment of the relevant hire fee and bond. The unit will be supplied in good working order, with new electrode pads, and any additional accessories ready for use.
2. The Pain Pod TENS unit remains Our property at all times unless purchase is required.
3. The Pain Pods Tens machine should only be used in accordance with the operating instructions provided as part of this terms and conditions, including links above.
4. Once your booking is confirmed by Us, We agree to supply You with a Pain Pod TENS unit on the understanding that it will only be used by the person whose name appears on the booking form and is not transferable between individuals. If We become aware that you have loaned the Pain Pod unit to a third party during your hire term, an additional hire fee for the same duration as your original hire duration will be charged.
5. You must discuss the use of a Pain Pod machine with your health care provider to confirm that a Pain Pod machine is appropriate for use during Your labour. Always seek your health care professional's advice with regard to your personal health issues and medical care. The Hirer will have discussed the use of a Pain Pods TENS machine with the medical practitioner in charge of their obstetric care and will have received the practitioner's approval. The Pain Pods TENS unit will only be used according to the instructions provided. Benefiting Birth and Beyond shall not be held responsible or liable for any injury or damage sustained as a result of misusing the Pain Pods TENS unit. You, as the hirer agree to abide by the safety and general precautions provided as part of these terms and conditions.
6. You can request us to extend the duration of your hire arrangement by contacting us at any time prior to the expiration of the hire period. Subject to availability and bookings, We will endeavour to accommodate any reasonable request for an extension, time periods will be subject to availability and fees will be dependent on hire period to date and period wishing to extend.
7. We do not warrant that the Pain Pods TENS will achieve any level of pain relief. The effectiveness of the Pain Pods TENS for You is neither guaranteed nor implied.
8. You must read and understand the precautions (detailed below) regarding the use of Pain Pod TENS. Pain Pod TENS should not be used by anyone suffering from epilepsy, fitted with a cardiac pacemaker or who suffers from (or is suspected of suffering from) heart disease.
9. You agree to return the Pain Pod TENS unit and accessories to Us in the same condition it was received on or before the expiration of the hire period. You do not need to return the electrode pads as these are for your individual use.
10. If for any reason you are unable to return the Pain Pod TENS unit by the last day of the hire period We may, at our option:

(a) Charge the replacement value of the Pain Pod TENS unit, including all accessories supplied with the unit; or

(b) Charge an additional 2 week hire period.

11. You are responsible for returning the Pain Pod TENS unit (with all accessories, and in the same condition it was received) to Benefiting Birth and Beyond, either in person, or using the pre-addressed, pre—paid satchel supplied (if You requested and paid for one). You are responsible for the risk of loss or damage to the Pain Pods TENS unit (including damage or loss during transit) until it is returned to Us.
12. A \$100 bond is payable at the time of hiring. The bond will be refunded when the Pain Pods TENS unit is returned in full working order, in the same condition it was in when it was sent to you. The bond will be forfeited if the Pain Pods TENS unit is lost, damaged or, or any core component of the unit is not returned. If the bond does not cover the replacement cost of the unit, you will pay to Us, upon request, the balance of the replacement cost of the unit (\$479)
13. We may deduct from the bond the cost of replacing any components that are not returned with the unit, and any additional fees that are payable to Us under these terms, including additional fees payable under sections 4 and 10.
14. It is Your responsibility to check the contents of the hire package upon receipt and familiarise Yourself with the Pain Pods TENS machine and user instructions. Additional instructions are available on the manufacturer's website, links are provided above. You must advise Us of any problems whatsoever immediately.
15. If you choose to cancel the hire arrangement after your booking has been confirmed We will refund any money paid by You, less an administration fee of \$10. Unfortunately we are unable to provide You with a refund if you cancel your hire arrangement after the Pain Pods TENS unit has been dispatched to You, unless we are required to do so by law.
16. If for any reason you choose not to use your Pain Pods TENS unit during the hire period, no refund will be provided. The decision to use or not use the Pain Pods TENS unit is entirely at your discretion.
17. By hiring an Pain Pods TENS unit from Us you agree to release, indemnify and hold Us, our employees, agents and contractors harmless from all liability arising from or relating to the use of the TENS unit and associated equipment either hired or purchased from Us, including any liability for negligence.
18. To the extent permitted by law, Our entire liability to You (including but not limited to liability for breach of contract and liability in tort, including negligence) for any loss, cost, damage or expense suffered or incurred in any way connected with this agreement or Your use of the Pain Pods TENS unit, will not exceed the hire charge paid by You. All Pain Pods TENS units are tested immediately prior to dispatch.
19. With the exception of warranties that cannot be excluded by law, Benefiting Birth and Beyond excludes all warranties, whether they be express or implied, in relation to the Pain Pods TENS unit and our hire service, with the exception of warranties that cannot be excluded by law. To the extent permissible, in the event of a breach of any implied warranty that cannot be excluded, Benefiting Birth and Beyond's entire liability will be limited, at its option, to providing a refund, or resupplying the hire service.
20. These terms and conditions are governed by the law of Queensland, Australia.
21. Benefiting Birth and Beyond reserves the right to alter Terms and Conditions of hire without prior notice.

By proceeding with the hire arrangement you acknowledge that you have read and agree to be bound by these terms and conditions, including the special conditions and precautions outlined below.

### **Safety Precautions**

The following represent some of the safety precautions for using your Pain Pods TENS unit, but you must read the documentation linked above before using the Pain Pods TENS unit for the first time.

#### **Do NOT use the Pain Pods TENS unit:**

- For labour until week 37 (full term).
- On the abdomen at any time during pregnancy or labour.
- If you have a heart pace-maker.
- If you have a cochlear implant.
- If you have, or have ever had, a heart rhythm problem or severe cardiac condition.
- If you are suffering from acute feverish conditions.
- If you are suffering from infectious diseases or tumours.
- When driving, cycling or operating machinery.
- If you have, or have had, epilepsy.
- If you have a DVT.

Pads should NOT be placed:

- On the abdomen at any time during pregnancy or labour (refer to the booklet for placement of the pads).
- On the carotid sinuses located at the front of the neck.
- Over the eyes.
- Cross-cranially, i.e. across both temples at the same time.
- On broken skin.
- On areas where normal sensation is absent.

### **General Precautions**

- Do not immerse the Pain Pods TENS in water – for shower, water immersion or water birth, remove prior to entering water
- Do not place the Pain Pods TENS close to excessive heat.
- Do not attempt to open the Pain Pods TENS unit.
- Do not use any other charger for the unit besides the charger supplied.
- Keep the Pain Pods TENS away from sources of high magnetic fields such as TVs, microwave ovens and hi-fi speakers.

**In signing the hire agreement the Customer agrees to the above terms and conditions.**

**Please keep a copy for your records.**

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Customer Full Name

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Signature

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Date