

**TERMS AND CONDITIONS**

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| <p><b>1. Hire</b><br/>You (which for the purpose of this Hire Agreement includes your employees, servants and agents) hereby rent from Guests Furniture Hire Pty Ltd ('we' or 'us') for the Hire Period the Goods referred to in the Hire Agreement, which includes all items, articles, accessories, documents or things supplied with the Goods upon the following Terms and Conditions.<br/>You acknowledge that at all times the property in and ownership of the Goods remains with us and you will not remove any identification from the Goods giving notice of our ownership of the Goods. You will only be a Bailee of the Goods on these Terms and Conditions.</p> <p><b>2. Hire Fees</b><br/>You agree to pay, without demand, the Hire Fees, calculated daily and payable monthly, in advance, unless otherwise specified.</p> <p><b>3. Hire Period Reduction</b><br/>You may request in writing for the Hire Period to be reduced, but approval will be at our discretion, and on such conditions as we may require. In the event that we agree to reduce the original Hire Period, you agree to pay –<br/>• The difference between the Hire Fees which would have been charged had the Hire Period been determined for the lesser period; and<br/>• The Hire Fees determined for the original Hire Period</p> <p><b>4. Hire Period Extension</b><br/>The Hire Period may be extended by mutual agreement. We must be notified three (3) clear working days prior to your Rental Contract expiring, in writing that it is your intention to extend the Hire Period. If the Hire Period is mutually agreed, you agree to pay the Hire Fees as per Item Number two (2) 'Hire Fees' set out in our Terms &amp; Conditions. If you do not contact us three (3) clear working days prior to your Rental Agreement expiring to notify us to collect all Goods from your dwelling, we will continue the Rental Agreement on a month to month basis at the signed Rental Agreement rate and you agree to pay all charges unless it is mutually agreed to waive any such charges.</p> <p><b>5. Transport Fee</b><br/>The Hirer is responsible for arranging clear access to the dwelling for the delivery and/or pick up of the goods. If the Owner is unable to gain access for whatever reason, the Hirer will pay all additional costs incurred by the Owner for the re-delivery or re-pickup of the goods.<br/>Whilst the initial delivery and/or pick-up fee entitles the Hirer to the relevant services, the Owner reserves the right to nominate the day for such a service, which will be performed at the time convenient to the Owner. The Hirer may specify a time of delivery or pick-up provided the Hirer pays the Owner all costs incurred to perform such a service.</p> <p><b>6. Taxes and Charges</b><br/>You are required to pay all taxes and charges, which may be imposed including Stamp Duty and GST. Hire charges are exclusive of such taxes and charges, which shall be paid by you in addition to the Hire Fees.</p> <p><b>7. Protection of the Goods</b><br/>You must not remove the Goods from your nominated premises without our prior written consent.<br/><br/>You must not alter or modify the Goods without our prior written consent.<br/><br/>The Goods remain at your risk entirely for the Hire period.<br/><br/>You must take reasonable steps to protect the Goods from loss and damage. If the Goods are lost or damaged, you are responsible to compensate us.<br/>You must ensure that no other person acquires any interest, lien or charge over the Goods. You agree to pay all rates, taxes, rents and charges in relation to the premises where the Goods are kept and protect the Goods from any claims by third parties. You indemnify us for all loss, costs and liabilities incurred by us for any breach of this provision.</p> | <p><b>8. Insurance</b><br/>We will, at your cost, insure the Goods against theft, fire &amp; damage but excluding wilful damage. You are required to reimburse us for the costs of that insurance, as specified.<br/>If the Hirer chooses to self-insure the Goods for the term of the Hire Agreement, written proof of Insurance covering the Goods for all risks and noting Guests Furniture Hire Pty Ltd as an Interested Party must be provided in writing upon signing the Rental Agreement &amp; prior to the goods being delivered.</p> <p><b>9. Termination and Repossession</b><br/>If you breach these terms, or if any amount is due and unpaid, we may terminate the hiring by written notice to you, and repossess the Goods. You consent to us entering your premises, or any other premises where the Goods are located, using such force as is necessary, to repossess the Goods. At termination or expiry, you must make the Goods available for collection by us. You must notify us in writing three (3) working days prior to expiry of your contract that the Goods are available for collection. You must provide us with all reasonable assistance in order to locate and collect the Goods. If the Goods are not available for collection at the nominated time, you will be liable for any additional costs, which we incur. We will not be liable for any damage to property caused by any person in delivering or collecting the Goods. Hire Fees will continue until the Goods have been collected by us. Any such termination will not prejudice any right to recover any unpaid Hire Fees and;<br/>• The unpaid Hire Fees which would have been paid for the Hire Period, if not so terminated, discounted to present value, as reasonably calculated by us;<br/>• Any relevant taxes or duties which are or become payable.<br/>• Any damages recoverable up to the return of the Goods.<br/>You shall notify us of any judgement or order levied against you or your property or if a petition is presented for your liquidation or an administrator or receiver is appointed or a scheme of arrangement is proposed, and we may terminate the hiring by written notice to you.</p> <p><b>10. Overdue Payments</b><br/>If any amount is due and unpaid, you agree to pay interest on the overdue amount at the rate of 12% per annum, calculated daily, until payment in full is received and the Goods have been returned. You are liable for all additional costs we may incur, including legal and collection costs to recover unpaid amounts.</p> <p><b>11. Indemnity</b><br/>You agree to indemnify us and be responsible for all costs, charges and other liabilities incurred by us as a result of your breach of these Terms and Conditions or as a result of our enforcement of any of these Terms and Conditions or arising out of or in any way connected with the use of the Goods.</p> <p><b>12. Guarantee</b><br/>The Guarantors guarantee the payment of all amounts due by and all other obligations of the Hirer under these terms and indemnify us for all costs and liabilities incurred by us for any breach by the Hirer of these terms. This is a continuing guarantee, not affected by the death or insolvency of the Hirer.</p> <p><b>13. Limitation of Liability</b><br/>To the maximum extent permitted by law, we do not give any warranty, condition or representation in relation to the Goods. We will not be liable for any indirect or consequential loss. In the event that any warranty, condition or representation applies, our maximum liability shall be:-<br/>• In relation to Goods – equivalent replacement, re-supply or repair of the Goods or paying the costs of replacement, re-supply or repair; or<br/>• In relation to services – equivalent re-supply or paying the costs of re-supply.</p> <p>As we may select.</p> | <p><b>14. Other Circumstances</b><br/>We will not be liable for the consequences of any circumstances beyond our control which affect our obligations under these terms, including (without limitation):<br/>• Any failure to deliver the Goods or perform services under this Hire Agreement if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour; and<br/>• Any delay by any freight company or deliver service to deliver the Goods to you or any consequential loss or damage arising in respect of delivery of the Goods.</p> <p><b>15. Risk</b><br/>Whilst the Goods are in your care, custody or control, you shall at all times, agree to take and use the Goods at your own risk. We are not liable for any direct or indirect loss arising from your use of the Goods or any damage to or defect in the Goods. You indemnify us against any claims against us arising from your hire or use of the Goods.</p> <p><b>16. Use</b><br/>You agree:-<br/>• To only allow appropriately qualified people to use the Goods;<br/>• To only use the Goods in a proper manner and not if damaged or in need of repair;<br/>• To use the Goods in accordance with any manufacturers requirements or guidelines;<br/>• To maintain and protect the Goods;<br/>• To notify us immediately of any damage.</p> <p><b>17. General</b><br/>The Hirer will be charged \$50.00 for cleaning each and any item that requires cleaning upon the return of the Goods to the Owner.<br/><br/>You must not mortgage, encumber, assign or transfer this agreement or the Goods to any other person without our prior written consent.<br/><br/>This agreement is entered into in the State of Victoria.<br/><br/>You appoint us as your Attorney to do all things, execute all documents, and otherwise act in your place, for the purposes of giving effect to these Terms and Conditions, including to recover the possession of the Goods, recover any Hire Fees due, or for any other purpose incidental to this Hire Agreement.<br/><br/>These Terms and Conditions constitute the entire Agreement between you and us with respect to the Goods, and shall not be amended except in writing by us in our sole discretion.</p> <p><b>18. Fundamental Terms</b><br/>Paragraphs headed:-<br/>• Hire Fees<br/>• Protection of the Goods<br/>• Use<br/>• Overdue Payments<br/><br/>are fundamental terms, and any breach of those provisions will constitute a repudiation of the hiring, and entitle us to terminate the hiring.</p> <p><b>19. Privacy</b><br/>The personal information collected from you is required by us in order to provide you with services or to allow the hire of Goods by you. Without the information collected, we could not provide you with services or allow you to hire Goods from us. Your information may be disclosed to credit reporting agencies (with your consent), to delivery personnel and other organisations associated with us. You may access your personal information held by us upon request in writing to<br/>The Finance Department<br/>Guests Furniture Hire Pty Ltd<br/>PO Box 4143, East Richmond Vic 3121</p> <p><b>I have read and agree to the Terms &amp; Conditions set out above in this Hire Contract</b></p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Consultant Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> |
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