

TERMS AND CONDITIONS

By Accepting this quote and proceeding with the services, you agree to the terms and conditions set out by Dalton & Dalton Pty Ltd trading as Home Property Styling.

1. DEFINITIONS

- a. "Owner" shall mean Home Property Styling (ABN: 24 169 579 524)
- b. "Hirer" shall mean the person, firm, partnership, company or body which is hiring the Furniture from the Owner.
- c. "Commencement" shall mean the date when the Hirer takes possession of the Furniture or on delivery of the Furniture to the Location.
- d. "Location" shall mean the location at which the Furniture is to be hired and as nominated by the Hirer.
- e. "Agreement" means the agreement to supply and hire the Furniture between the Owner and the Hirer and includes any quotation, credit application, delivery docket, hire schedule, Hire Order, these Terms and Conditions whether signed by the Hirer or not.
- f. "Furniture" shall mean any and all items of furniture or equipment described in the Hire Order or provided to the Hirer
- g. "Hire Period" means from Commencement until (a) the end of the period shown on the Hire Order and being not less than four (4) weeks and accepted by the Owner or (b) at the expiration of any extensions thereof.
- h. "Hire Order" means the document published on the Owner's website from time to time which the Owner requires the Hirer (or someone on behalf of the Hirer) to submit online (or accept in a way the Owner requires) including particulars of the Furniture and the Hire Period and such other information as the Owner may require and is not a separate agreement but forms part of the Agreement.
- i. "Invoice" shall mean the invoice rendered by the Owner to the Hirer and contain the Price.
- j. "Price" shall mean the specific amount described in the Invoice rendered by the Owner to the Hirer and shall be calculated in accordance with the latest schedule of charges published by the Owner and brought to the notice of the Hirer.
- k. "Artwork" means any art, artwork, mirrors or similar items or any items that may need to be hung on a wall within the Location.
- l. "Styling Services" means any styling of design services undertaken by the Owner.

2. AGREEMENTS

- a. The Owner agrees to hire to the Hirer and the Hirer agrees to hire from the Owner the Furniture at the Location for the minimum Hire Period for the Price, subject to and in accordance with the terms and conditions of this Agreement.

3. PAYMENTS BY THE HIRER TO THE OWNER

- a. In consideration of the Owner hiring the Furniture to the Hirer, the Owner must be paid the Price. Upon a Hire Order being placed, the Owner will render an Invoice to the Hirer. **To secure the order the Hirer must remit payment to the Owner within 24 hours of the date of the Invoice or such other time agreed by the Hirer and the Owner.**
- b. The Hirer acknowledges that the Owner hires the Furniture for an initial minimum four (4) week period which includes all weekends and public holidays and thereafter in blocks of seven (7) day periods ("Block Period") should the Hire Period be extended.
- c. In the event the Hirer requires an extension of the Hire Period, such extension must be requested in writing to the Owner not less than seven (7) days prior to the expiration of the Hire Period or Block Period as the case may be. The Owner in its absolute discretion may accept or reject the extension of a further Block Period and communicate its acceptance or rejection to the Hirer in writing or verbally. At the time of acceptance, the Owner will render a further Invoice to the Hirer and such invoice is due and payable on receipt of the invoice.
- d. Immediately on request by the Owner, the Hirer will pay the full cost of cleaning and repairing any damage to the Furniture (other than fair wear and tear) and capable of repair. If the Furniture is lost or damaged beyond repair, the Hirer must pay the Owner the new replacement cost of the Furniture.
- e. Payment will be made by cash; electronic funds transfer; direct credit or by any other method as agreed to between the Owner and the Hirer.
- f. The Hirer acknowledges that no part of the sum agreed upon shall be refundable to the Hirer as a result of such early collection.

4. HIRING, DELIVERY AND RETURN

- a. The Furniture will be hired for the minimum Hire Period.
- b. The Owner takes no responsibility and gives no warranty for the suitability of the Furniture and the Hirer agrees that before taking possession of the Furniture, the Hirer has satisfied itself as to the suitability, condition and fitness for the purpose that it intends to use the Furniture.
- c. The Owner reserves the right to nominate the time and day for the delivery and/ or collection of the Furniture.
- d. The Owner does not allow delivery and/or collection of the Furniture other than by its own qualified staff and/or contractors.
- e. Should the Furniture include the hanging of Artwork, the Hirer acknowledges that the Owner may use the process of drilling or employ the use of nails or such other method as the Owner deems fit in respect of hanging such Artwork. It is the responsibility of the Hirer to advise in writing at the time of entering into this Agreement if hooks, nails, screws or imaging fixtures are not to be used.

5. OWNER'S OBLIGATIONS

- a. The Owner will, allow the Hirer to take and use the Furniture for the Hire Period.
- b. The Owner will, provide the Furniture to the Hirer clean and in good working order.

6. HIRER'S OBLIGATIONS

- a. The Hirer will, at the end of the Hire Period, return the Furniture to the Owner clean and in good working order.
- b. The Hirer will, allow the Owner to enter the Location and inspect the Furniture from time to time during the Hire Period with a booked and agreed appointment.
- c. The Hirer will, operate the Furniture safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by the Owner or displayed on the Furniture.
- d. The Hirer will, to use the care of a cautious and prudent owner to prevent damage to the Furniture or its loss or destruction and indemnify the Owner for all injury and/or damage caused to persons and property in relation to the Furniture and its operation and have adequate insurance to cover all liabilities incurred because of the use of the Furniture.
- e. The Hirer will, ensure that any person collecting or taking delivery of Furniture on behalf of the Hirer is authorised by the Hirer to do so and the Hirer will not allege that any such person is not so authorised.
- f. The Hirer will, not to take or allow the Furniture to be taken outside the Location.
- g. The Hirer will, notify the Owner immediately of any accident or damage to the Furniture or if any repair to the Furniture is necessary.

- h. The Hirer will, not do or suffer any act or thing which might allow any insurer to decline a claim on any insurance with respect to the Furniture (whether under any condition or exclusion contained in the policy or otherwise).
- i. The Hirer will, store the Furniture safely and securely and protected from theft, seizure, loss or damage.
- j. The Hirer will, ensure that Photographs organised by the Hirer are to be scheduled for the day after installation by the Owner.
- k. The Hirer will, prior to the delivery and installation of the Furniture, shall ensure that all tradesman and painters have completed all works to be completed by them. The Hirer shall be responsible for ensuring that the Location is in all respects safe for the purpose of access by the Owner and for the purpose of the delivery and installation of the Furniture by the Owner.
- l. The Hirer will, immediately inform the Owner about any access difficulties or delays. Failure to notify Owner of works being carried out at the time of delivery and collection will incur a charge of an additional 20% of the Agreement, for time lost and for futile delivery or collection. The Hirer and the Owner agree that the charge referred to in this clause constitutes a genuine pre-estimate of the loss or damage to which such charge relates.
- m. If the Furniture includes any Artwork, the Hirer acknowledges that such holes, nails or any other fixture implemented by the Owner to hang the Artwork will remain following collection and shall not be required to be rectified by the Owner.

7. RISK, INSURANCE AND TITLE

- a. The Hirer shall assume all risks and liabilities for and in respect of the Furniture and for injuries to or death of persons and damage to property howsoever arising and whether by negligence or otherwise, from the possession, use, maintenance, repair or storage of the Furniture. Notwithstanding, whether or not the Hirer has effected insurance in respect thereof, the Hirer will indemnify the Owner against all such risks and liabilities as aforesaid and the loss of or damage to the Furniture, whether by fire, theft, accident, seizure, confiscation or otherwise, and will indemnify the Owner and hold the Owner harmless from all other losses, damages, claims, penalties, liabilities and expenses (including legal costs) howsoever arising incurred as a result of or in connection with the Furniture or the possession, use, maintenance or repair of the Furniture or the seizure or the taking of possession of the Furniture by the Owner.
- b. The Owner always remains the owner of the Furniture. The Hirer holds the Furniture only during the Hire Period. The Owner always retains title to the Furniture even if the Hirer goes into bankruptcy or liquidation during the Hire Period.

8. DEFAULT AND TERMINATION AND FURNITURE RECOVERY

- a. Either party may terminate this Agreement immediately by giving notice to the other party, if:
 - i. That other party breaches any term of the Agreement and fails to remedy the breach within 14 days of written notification of the breach; or
 - ii. That other party becomes bankrupt or insolvent, executes a personal insolvency agreement, enters into liquidation, administration, receivership or ceases to carry on business.
- b. The Owner may terminate the Agreement for any other reason on 24 hours' notice.
- c. If the Hirer is in breach of the Agreement or if the Agreement has been terminated under this clause, the Owner may take all steps necessary (including legal action) to recover and repossess the Furniture, including entering the Location to do so. Upon receiving written notice from the Owner, the hirer expressly consents to the Owner entering the Location for the purposes of recovering the Furniture. The Hirer indemnifies the Owner against any liability, damage, loss, cost, charge or expense arising directly or indirectly out of the Owner exercising its right of entry.

9. STYLING SERVICE

- a. Changes to the styling can be accommodated but will incur additional charges for selection, delivery and installation.
- b. Photographs taken by the Owner and/or its agents of the Styling Services at the Location can be used by the Owner at its discretion. Additionally, the Hirer permits the Owner to take their own photography and/or videography of the Styling Services at the Location.

10. PARTIAL STYLING SERVICE

- a. Partial Styling Services are clarified by when the Hirer retains personal furniture and accessories and resides in the location during the Hire Period. In the event of a Partial Styling Service, the Owner may at its discretion request from the Hirer a refundable bond to cover any damage caused during the use of the Hire furniture. If damage is caused during the Hire Period at the location, then the Hirer will be responsible for the replacement, cleaning or rectification of the damage. These costs will be deducted from the deposit paid by the Hirer. The refundable deposit will be fully refunded by the Owner to the Hirer within 24 hours of all Hire Furniture being returned to the Owner in good condition.

11. PRIVACY

- a. The Owner will comply with the National Privacy Principles in all dealings with the Hirer.
- b. The Hirer agrees for the Owner to collect personal information about the Hirer including but not limited to its full name and address, driver's licence, credit card details, credit or business history and other personal information. The Hirer consents to the Owner using such personal information in order to fulfil functions associated with the hire of Furniture through the Hirer.

12. FORCE MAJEURE

- a. The Owner will not be liable for the consequences of any circumstance reasonably beyond the Owner's control which affects its obligations under this Agreement.

I, _____ acknowledge and understand the Terms & Conditions provided to me by Home Property Styling Pty Ltd.

The Hirer

Date