

## SWAY PROPERTY STYLING - TERMS AND CONDITIONS OF HIRE

*SWAY, We, Us, Our and similar expressions, refers to SWAY Property Styling (ABN 75 612 980 519).  
You, the Hirer, and similar expressions, refers to the person, corporation, trust or partnership  
purchasing or hiring from Us.*

By accepting the furniture specified ("Goods"), the hirer ("Hirer") agrees to the following terms and conditions of hire ("Terms") with SWAY. SWAY will not accept or be bound by any other conditions in relation to the hire of the Goods to Hirer.

### 1. Hire Period

The period of hire of the Goods shall commence on delivery or pick-up of the Goods to Hirer in accordance with these Terms and will continue for the period of hire specified in SWAY's invoice to the Hirer.

Hirer agrees to hire the Goods for the Hire Period. SWAY remains the owner of the Goods and Hirer holds the Goods as bailee only during the Hire Period.

Any extension to the period of hire set out in SWAY's invoice is subject to SWAY's prior agreement and SWAY is not liable if for any reason the Goods are not available for hire after the expiry of the original Hire Period.

### 2. Hire Fees

Hirer must pre-pay the hire fees specified in SWAY's invoice to Hirer to SWAY for the duration of the Hire Period and in accordance with these Terms.

The Hirer acknowledges that SWAY only hires Goods in blocks of 7 day periods, with a minimum of one 7-day period and maximum of 6 x 7-day periods. Extensions may be granted on request.

Hirer must pay the Hire Fees for the Goods for the invoiced Hire Period notwithstanding earlier return of the Goods or part of the Goods. Early return of the Goods does not constitute Termination of the Agreement and no refund will be made available to the Hirer.

The Hire Fees shall include cleaning or repair charges according to fair wear and tear, GST and any other charges or costs described in our quotation to You.

### 3. Payment Terms

Unless otherwise agreed, the total amount payable is due on or within 2 days of the date of the invoice from SWAY and before delivery/pick-up of Goods.

Hirer must pay to SWAY the cost of the hire Goods, plus a Security Deposit (bond) prior to delivery or pick-up. SWAY is entitled to debit the bond for cost of any damage or loss to the Goods.

SWAY will refund the Security Deposit to Hirer within 7 days of Hirer's written request for refund provided that the Goods have been returned to SWAY in accordance with these Terms and Hirer has complied with all of Hirer's obligations under these Terms including terms as to payment.

### 4. Access, Delivery and Return

If Goods are to be collected by Hirer, a suitable pick-up time is to be arranged in advance.

If Goods are to be delivered, clear access is required at the time of delivery and pick-up. If access is restricted, the Hirer may incur a fee for additional time required by removalists or SWAY personnel. The fee amount is not to exceed the value of extra time required.

The Hirer irrevocably grants SWAY unfettered access in order to retrieve the goods should the Hirer default on the Agreement.

Hirer must notify SWAY for collection of the Goods immediately upon sale of the property within the Hire Period. The Hirer must provide access to SWAY at the requested collection time.

## 5. Goods in Hirer's Possession

Hirer acknowledges the Goods are to be used for display purposes only in unoccupied properties. Hirer acknowledges Goods are not in 'brand new' condition as they are ex-display items and may show minor signs of wear and tear.

Hirer must keep the Goods in proper working order and condition. Hirer must take all reasonable steps to protect the Goods from loss and damage. Hirer must notify SWAY immediately if there is any loss or damage.

If the Goods are damaged (other than fair wear and tear) and capable of repair, Hirer must compensate SWAY for the cost of repair. If the Goods are lost or damaged beyond repair, Hirer must pay SWAY the new replacement cost of the Goods and any other costs incurred by SWAY due to the loss or damage of the Goods.

Hirer will not in any circumstances remove the Goods to an address other than that indicated for delivery on the SWAY agreement without first obtaining consent in writing from SWAY.

Hirer must not sell, offer for sale, part with possession of, mortgage, assign, transfer, charge, encumber or otherwise deal with the Goods or these Terms in any way without SWAY prior written consent. Hirer must pay all rents, charges, taxes and rates in relation to the premises where the Goods are kept and protect the Goods from any third party claims.

Hirer must pay a refundable bond, due at the time of payment, to cover any costs of repair or damage. SWAY will

## 6. Terminations and Access for Repossession

Without adversely affecting any other rights SWAY may have, SWAY may terminate these Terms at any time without liability to Hirer if Hirer breaches these terms, fails to pay any amount when due, or becomes bankrupt, insolvent, or is placed in liquidation, administration or receivership. In any such case SWAY may repossess the Goods.

## 7. Indemnity

Hirer agrees to indemnify SWAY and be responsible for all damage, liability, loss, cost, charge, or expense incurred by SWAY as a result of Hirer breaching these Terms.