

Terms and Conditions of Hire

Let's Revamp, We, Us, Our, Owner and similar expressions, refers to Let's Revamp (Kornerstone Development Pty Ltd T/A Let's Revamp). *You, the Hirer*, and similar expressions, refers to the person, corporation, trust or partnership purchasing or hiring equipment from us and whose name appears in the Delivery Documents. These conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document. Any quotation, credit application, delivery docket or any hire schedule form part of these terms, whether signed by You or not (together with the terms, *the Agreement*). In return for us agreeing to consider your order you agree that these conditions apply if we do not accept your order or if we do not supply you with Goods. We are not obliged to accept any orders from you, but if you do place an order with us then it becomes binding from the moment that we accept it even if we do not tell you that it has been accepted. Any quotation is merely an invitation to you to place an order with us. If you offer to hire goods based on a quotation from us, then your offer is subject to these conditions. You should read and consider carefully these terms and conditions before taking delivery. For the purposes of this Agreement, 'Goods' shall mean any and all items of furniture, equipment, wall art, soft furnishings or accessories described in the quotation or provided to You whatsoever pursuant to this Agreement.

1. Hire Period and Key Hire Terms

- 1.1. The period of hire of the Goods shall commence on the earlier of the date on which You take possession or on delivery of the Goods to the address nominated by You. The period of hire will continue for the minimum period of hire specified in the Let's Revamp quote to Hirer ('Minimum Hire Period') or the later of (i) the date on which Let's Revamp collects the Goods from Hirer or (ii) the date on which Let's Revamp accepts the return of the Goods from Hirer, whichever is the longer ('Hire Period'). The Hire Period includes all Weekends and public holidays. If a fixed period has been agreed, You may only change the Hire Period with our written consent.
- 1.2. We agree to hire You the Goods on an exclusive basis in good working order, free from defects. We hire our Goods by specification and We guarantee that they are fit for the purpose for which goods of that kind are commonly supplied. Unless specifically stated in writing on the quotation, We take no responsibility and give no warranty (save for any Australian Consumer Law Warranty), for the suitability of the use of the Goods and You agree that before taking possession of the Goods, that You have satisfied Yourself as to the suitability, condition and fitness for the purpose that You intend to Use them.
- 1.3. Any extension to the Hire Period is subject to prior agreement with Let's Revamp and we are not liable if for any reason the Goods are not available for hire after the expiry of the Minimum Hire Period.

2. Title

- 2.1. Let's Revamp always remains the owner of the Goods. Hirer holds the Goods as Bailee only during the Hire Period. We retain title to the Goods even if You go into bankruptcy or liquidation during the Hire Period.
- 2.2. The Goods shall be at Hirers risk from delivery or collection by You (whichever is the sooner).
- 2.3. If the Goods are sold to You, ownership of the Goods will remain with Us until all amounts owing by You (to Us) are paid in full.

3. Hire Fees

- 3.1. The Hirer agrees to Hire the Goods for the Initial Term and make same available to the Owner at the expiration of the Initial Term, unless the Parties agree that the Period of Hire is to exceed the Initial Term.
- 3.2. The Hirer shall pay the Initial term Hire Fee to the Owner at least three business days prior to the date scheduled for installation of the furniture or other goods.
- 3.3. The Ongoing Hire Fee in respect of each week of the Period of Hire or than the Initial Term must be paid by the Hirer to the Owner before the commencement of such week, with the first day of the first such week being the first day after the expiration of the Initial Term.
- 3.4. The Hirer must give the Owner four (4) business days written notice, prior to the end of any hire period, of termination of the hire agreement and access arrangements for the Owner to collect the Goods, failing which (unless a new Hire Agreement has been entered into) this agreement automatically extends for an additional week and the Ongoing Weekly Hire Fee is payable by the Hirer in advance until the Goods have been returned or collected by the Owner after receiving 4 business days' notice to do so.

- 3.5. Where the Hirer enters into an unconditional contract for the sale of the Premises (or a conditional contract that becomes unconditional), the Hirer shall immediately notify the Owner of that fact and the Owner is authorised by the Hirer to immediately collect the goods even if the Initial Term has not finished. The Parties acknowledge that no part of the Initial Hire Fee shall be refundable to the Hirer as a result of such early collection.
- 3.6. Notwithstanding any other provision herein, the Ongoing Weekly Hire Fee shall be payable by the Hirer to the Owner in respect of the entire Period of Hire.
- 3.7. The Hirer is in all respects responsible for arranging clear and adequate access to the property in order for the Owner to deliver and collect the Goods. If, for any reason, the Owner is unable to gain access for those purposes or such access is in any way hindered for any reason, the Hirer will indemnify the Owner in respect of any additional costs that arise as a result of such inaccessibility or hindrance.
- 3.8. You may cancel any order at any time prior to delivery or pick up of the Goods, but if you do so you must pay us a cancellation fee of: (i) 50% of the Hire Fees if you cancel by giving us more than 2 business days' notice or (ii) 100% of the Hire Fee if you cancel by giving us less than 2 business days' notice.
- 3.9. The Hire Fees shall include all (i) delivery, collection or installation costs and charges (ii) credit card charges and (iii) any other charges or costs described in our quotation to You.

4. Payment Terms and GST

- 4.1. If requested by Let's Revamp, Hirer must pay to Let's Revamp an amount equal to one month's Hire Fee or such other amount as is described in the quotation as a security/damage deposit ('Security Deposit'). Without limiting any other of Let's Revamp rights or remedies, Let's Revamp is entitled to debit the Security Deposit for any outstanding Hire Fees (including without limitation costs and charges for recovery) and/or for cost of any damage or loss to the Goods. Let's Revamp will refund the balance of any Security Deposit within 14 days of a written request conditional upon the Goods having been returned to Let's Revamp and if and only if, all outstanding Hire Fees and other charges due to Let's Revamp under this Agreement are paid in full.
- 4.2. If an amount is due under this Agreement but is unpaid, interest shall be due on the overdue amount at the rate of 1.5% per month, calculated daily from the due date until payment is received in full and if required, the Goods have been returned in accordance with these Terms. Hirer will be liable for all additional costs incurred by Let's Revamp in recovering unpaid amounts including the cost of legal and or mercantile agent fees.
- 4.3. The Hire Fees, delivery charges and any other taxes and charges due under these this Agreement (together the "Charges") are exclusive of GST, which must be paid by Hirer in addition to the Charges.
- 4.4. Despite anything else in this agreement to the contrary, to the extent that We are liable to pay GST in connection with any taxable supply pursuant to this agreement (the affected supplies)-
 - 4.4.1. We may add to each of the amounts payable by You for the affected supplies, an allowance in respect of GST as reasonably calculated by Us (for past, present or future GST liabilities) and You must pay Us the higher amount which results.
 - 4.4.2. We may make a further charge after termination, being a further allowance in respect of any remaining GST as reasonably calculated by Us and You must also pay Us that charge.
 - 4.4.3. Any amount payable under this agreement, including an amount payable because of the previous provisions, remains payable whether or not there is disclosure of any amount included on account of GST.
 - 4.4.4. We must comply on demand with our obligations in relation to the issue of any relevant tax invoice to You.

- 4.4.5. Anything We might have said to You about GST in connection with this agreement was only intended to reflect our current understanding and may not have been applicable in Your particular circumstances. We recommend that You obtain and only rely on Your own independent expert advice in relation to GST in particular.
- 4.4.6. GST, tax invoice and taxable supply in this agreement have the meanings defined in A New Tax System (Goods and Services Tax) Act 1999 as may be amended or substituted from time to time. If those definitions are repealed, then those words have the meanings defined for such comparable terms as We may reasonably identify in any comparable legislation.
- 4.4.7. In the event that the Hirer is a partnership, corporate entity or the Trustee of a Trust, the person/persons who opens the account and/or who signs the Delivery Documents thereby acknowledges and confirms that person/persons has/have the authority to bind the partnership/corporate entity/Trustee of the Trust and that the partnership/corporate entity/Trustee of the Trust, is bound in accordance with these Terms and Conditions.
- 4.4.8. We may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated by this Agreement in any way We determine whatsoever which will unless otherwise notified by Us, be an allocation firstly towards recovery fees and costs thereafter to interest and finally to a reduction of the Hire Fees.
- 5. Delivery and Return**
- 5.1. Upon delivery, collection or return of the Goods, Hirer must check the Goods and quantities delivered (or returned). If there are any discrepancies between the Goods delivered and the quoted order or return docket, the Hirer must note them at the time of delivery or collection by amending the relevant documents In the presence of a Let's Revamp representative.
- 5.2. In the event that the Goods are to be collected by the Hirer from Let's Revamp premises or in the event that Let's Revamp is to collect Goods from the Hirers address, Hirer must provide four (4) business days prior written notice by email specifying the proposed date of collection, name of a representative of the Hirer (who must be present), name of the intended carrier, contact telephone number, and quantity and nature of Goods to be collected. Let's Revamp will confirm the date for collection with Hirer. Goods may/will not be collected until a written confirmation is provided to Let's Revamp.
- 5.3. Let's Revamp reserves the right to nominate the time and day for the delivery and/or collection of the hired Goods, but will not under any circumstances be liable for any delay in delivery or collection or for failure to deliver or collect. Let's Revamp reserves the right at any time to refuse any carrier of the Hirer.
- 5.4. We utilise the services of external contractors to remove and delivery furniture and other items to the Hirer's premises. Due to safety reasons, our contractors have to wear durable and slip resistant footwear at all times and are not allowed to remove their footwear under any circumstances. It is the Hirer's responsibility to ensure that if required, additional floor/carpet protection is installed prior to the delivery of the Styling Items or other furniture and accessories.
- 6. Your Obligations to Us**
- 6.1. Hirer must:
- 6.1.1. Keep the Goods in proper working order and condition;
- 6.1.2. Store the Goods safely and securely and protected from theft, seizure, loss or damage;
- 6.1.3. Not alter, tamper, damage or repair the Goods without our written consent;
- 6.1.4. Not remove any label, identifying mark or safety instruction from the Goods;
- 6.1.5. Not remove the Goods from the location described in the quotation;
- 6.1.6. Allow Us (or our nominated person) at any time during the Hire Period, to enter the premises where the Goods are stored to inspect the Goods;
- 6.1.7. Notify Us immediately if there is any loss or damage.
- 6.2. If the Goods are damaged (other than fair Wear and tear) by a party other than the Hirer, a natural disaster or through unforeseen events the Hirer must compensate Let's Revamp for the cost of repair, not exceeding the value of the Security Deposit. In such an event, if the Goods are lost, stolen or damaged and is beyond repair, Let's Revamp retains the right to keep the full amount of the Security Deposit as compensate for the lost/damaged items.
- 6.3. In the event that goods are damaged by the Hirer or the Hirer was in a position to prevent any damage occurring to the items but did not intervene, We retain the right to recover the replacement and any other costs incurred by us, from the Hirer.
- 6.4. 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 Let's Revamp's prior written consent.
- 6.5. In the event that the Goods are lost or damaged in circumstances where a claim can be made upon insurance effected by Let's Revamp pursuant to these Terms then the Hirer must:
- 6.5.1. Report the damage or loss to Let's Revamp and the Police (if appropriate);
- 6.5.2. immediately upon the Hirer becoming aware of such loss or damage;
- 6.5.3. Provide all necessary co-operation to Let's Revamp, the Police and the insurer in respect of any claim;
- 6.5.4. This provision does not in any way affect the Hirer's liability for any loss or Damage to the Goods or any monies payable pursuant to those Terms.
- 7. Sale of Goods**
- Subject to Let's Revamp's prior written consent and agreement between Hirer and Let's Revamp as to the sale price, Let's Revamp may, at Hirer's request, agree to sell the Goods to Hirer at the expiry of the Hire Period. The Goods are not in any other circumstances offered for sale. For the avoidance of doubt, Hire Fees are payable for the Goods up until payment has been received in full by Let's Revamp.
- 8. Termination and Access for Repossession**
- 8.1. Without affecting any other rights Let's Revamp may have, Let's Revamp may terminate these Terms at any time without liability to Hirer if Hirer (i) breaches these terms (ii) fails to pay any amount when due, or (iii) becomes bankrupt, insolvent, or is placed in liquidation, administration or receivership, and in any such case Let's Revamp may repossess the Goods.
- 8.2. Without adversely affecting Let's Revamp's other rights and remedies, upon termination of these Terms for any reason and/or upon expiry of the Hire Period (i) Hirer must provide Let's Revamp with all reasonable assistance in locating and collecting the Goods; and (iii) Hirer acknowledges and agrees that Let's Revamp or its employees or agents shall be entitled to enter Hirer's premises where the Goods are, or Let's Revamp reasonably believes the Goods are, in order to re-take the possession of Goods. Hirer indemnifies Let's Revamp against any liability, damage, loss, cost, charge, or expense arising directly or indirectly out of Let's Revamp exercising this right of entry.
- 8.3. If the Goods are not released and returned to Let's Revamp in the condition they were provided to the Hirer (subject to reasonable wear and tear and section 6.2.) at the expiry of the Hire Period, or within seven (7) days of Let's Revamp making written demand, Hirer must pay Let's Revamp the new replacement cost of the Goods and any other costs incurred by Let's Revamp due to the loss of the Goods.
- 9. Force Majeure**
- Let's Revamp will not be liable for the consequences of any circumstance reasonably beyond Let's Revamp's control which affects its obligations under this Agreement.
- 10. Variation**
- From time to time We may change or vary this Agreement. We will give You a week's notice of our intention do so and if You reasonably believe that the varied terms are detrimental to Your rights You may terminate this Agreement without penalty but only on the condition that a notice of termination is received by Us in writing within 2 days from Your receipt of our intention to vary these terms. Otherwise, a variation may only be made in writing by each of Us.

11. Indemnity and Limitation of Liability

- 11.1. All guarantees, terms, conditions, warranties, undertakings or representations express or implied in any way relating to this Agreement are excluded to the maximum extent permitted by law. Notwithstanding this, nothing in this Agreement restricts or modifies any right or remedy including any guarantee imposed or implied under the Australian Consumer Law (if applicable) which contains guarantees to protect consumers of certain goods and services.
- 11.2. To the extent that We are able to determine the same our liability for breach is limited to (at our sole discretion):
 - 11.2.1. in the case of Goods, the repair or replacement of the Goods or the supply of substitute Goods (or the cost of doing so); or
 - 11.2.2. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- 11.3. Safe for any liability that We may not exclude, to the maximum extent permitted by law, our liability for all claims arising under this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, is limited to an amount equal to the Hire Fees paid by You under this Agreement.
- 11.4. Subject to the provisions of this Clause 12, We are not liable for any consequential, indirect or special loss or damage, loss of profits, loss of business, business interruption, costs or amounts that You are liable for arising out of any loss suffered by third parties under or relating to this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage. Neither party may disclose any Confidential Information to any person without the other party's written consent, except to Representatives requiring the information for the purposes of, and in accordance with, this Agreement, or if either party is required to do so by law or an Exchange or in connection with legal proceedings relating to this Agreement.
- 11.5. You must indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred against or by Us in respect of:
 - 11.5.1. personal injury;
 - 11.5.2. damage to tangible property;
 - 11.5.3. a claim by a third party;
 - 11.5.4. In respect of used of the Goods. To the extent that our loss is caused by our negligence, Your liability is diminished.

12. Confidentiality

- 12.1. For the purposes of this clause, Confidential Information means all confidential, non-public or proprietary information of one party (the Disclosing Party) regardless of how it is stored, delivered, provided to or learnt by the other party (the Receiving Party) in relation to this Agreement, but does not include excluded information such as information that is or becomes available in the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party or that was already known to the Receiving Party at the time of disclosure or that the Receiving Party acquires from a source other than the Disclosing Party. Confidential Information includes all pricing and related terms pertaining to the provision of Services under this Agreement.
- 12.2. Neither party may disclose any Confidential Information to any person without the other party's written consent, except to Representatives requiring the information for the purposes of, and in accordance with, this Agreement, or if either party is required to do so by law or an Exchange or in connection with legal proceedings relating to this Agreement.
- 12.3. This clause survives termination (for whatever reason) of this Agreement.

13. Advice Given by Us

Any advice (including but not limited to styling, revamping, renovating, decorating, staging and other general advice) provided throughout our interactions with You is of a general nature and is similar to advice we provide to all our clients. Our advice does not take into consideration Your individual circumstances, objectives, financial situation or needs. We don't take any

responsibility for any damages or loss of income that may arise where You have chosen to act on Our advice.

14. Description of Items

Let's Revamp is unable to provide a detail list of the exact items to be placed in all the agreed areas for styling as stipulated in the quote or hire agreement. The furniture, artwork, soft furnishings and accessories are picked 1-2 days prior to installation. Our stylists are professionally trained to ensure the items selected for your property are suitable for the space to ensure the best overall look with the greatest impact is achieved. We retain the right to add to, remove or change any of the items specified in a quote, to ensure the best overall look is achieved on the day of installation.

15. Installation of Artwork and Wall Accessories

Where the installation of artwork or wall accessories is required, Let's Revamp agrees to perform such Services diligently using its best efforts to complete the work to high quality standards. Let's Revamp reserves the right to choose the placement of the wall art and the type of installation equipment used to secure the wall art. If Your preference is to preserve the walls and have no wall art installed, We will need to be notified of this in writing, a minimum of two days prior to installation. Once the wall art has been installed, Let's Revamp will not be held liable for any accidents or mishandling after installation, or be required to restore the walls to the same condition as per pre installation.

16. Outdoor Furniture

Outdoor furniture supplied by Let's Revamp should not be exposed to direct sunlight for long periods of time. Let's Revamp retains the right to refuse installation of outdoor furniture where the items will be exposed to direct sunlight for majority of the hire period. Where outdoor furniture is installed, the Hirer is responsible for ensuring the outdoor cushions (decorative and seat cushions) are brought indoors when there is no open home or when the cushions are not in use.

If the Hirer fails to store the outdoor cushions safely and it is damaged or soiled due to the sun or other weather conditions, the Hirer must pay Let's Revamp the new replacement cost, not exceeding the value of the Security Deposit, of the items and any other costs incurred by Let's Revamp due to the loss or damage of the items.

17. General

These Terms are governed by the laws of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of New South Wales. A provision of or right created under this Agreement will not be waived by Let's Revamp or varied except in writing signed by an authorised representative of Let's Revamp. A waiver by Let's Revamp of a provision will not waive any other provision of this Agreement or constitute a continuing waiver unless expressly provided. If a provision or right or remedy of a party under this Agreement is void or unenforceable for any reason than that that will be read down or severed from this Agreement without affecting the validity or enforceability of the remaining provisions. You are not entitled to set off against or deduct from the price any sums owed or claimed to be owed to You by Us. The description, illustration and performance of any product contained in our catalogue, marketing material, price list or advertising does not form part of this agreement unless expressly set out in this agreement. We may complete any blanks on any form on Your behalf.

Print your name

Signature

Date