



BLINK LIVING FURNITURE HIRE RENTAL CONDITIONS OF HIRE

BLINK LIVING (legal entity) agrees to hire to the party named in Invoice 'Bill To' the goods listed in 'The Inventory' and the hirer agrees to hire the goods from BLINK LIVING on the following terms and conditions. Hiring of goods: The hiring of goods under this agreement shall be deemed to commence on the date the goods are delivered to the premises described in the invoice 'Ship To Address' and continue for the term specified in the contract 'Furniture Hire period'.

1. Payment of rental: The hirer is responsible to pay the hire amount 4 weekly, monthly or in full (depending on the length of agreement) in advance by the due date specified on the invoice. The minimum charge for hire is 4 weeks. A security deposit/bond of 4 weeks is also payable at this time. See clause 8 for return security bond.
2. Delivery and collection of goods: Installation of furniture will only commence after receipt in full of security deposit or first months payment (which ever has been agreed). The hirer is responsible for arranging access to the premises for the delivery & collection of the goods. If Blink Living for any reason cannot gain access the Hirer will pay all additional costs incurred by Blink Living for the re-delivery or collection of the goods. The fee charged for delivery and collection of the goods entitles the hirer to this service, however Blink Living reserves the right to nominate a day for this service, at a time convenient to Blink Living. The hirer is required to confirm with Blink Living at least 14 days notice prior to the date requested to collect the goods.
3. Return of the goods: Blink Living will arrange with the hirer to collect goods from the premises, which is paid for in the initial delivery/collection fee. The Hirer and Blink Living shall agree the time of collection at a mutually suitable time if convenient to Blink Livings schedule. The Hirer shall pay the agreed hire charges until Blink Living has collected the goods, unless any delay is the fault of Blink Living.
4. Change of address: The Hirer shall not move the goods from the premises without the written permission of Blink Living. If the goods are removed without permission such removal will be unlawful conversion and/or illegal misappropriation of the goods and legal action will commence. If Blink Living cannot locate the goods then the goods will be considered stolen, lost or destroyed within the meaning of clause 6 below.
5. Right of owner to take possession and terminate Agreement: If any breach exists whatsoever of the terms of this agreement or if any payment under this agreement is due and/or unpaid, Blink Living may terminate this agreement and retake possession of the goods and in the event of such termination being before the expiration of the initial term of hire the hirer agrees to pay an amended amount based on the following; Blink Living will recalculate the rental for the actual term of the contract and the Hirer will be charged the difference between the amended contract value and the amount previously charged. The Hirer hereby consents to Blink Living or its employees entering the premises, or entering any other premises in which it believes the goods are located and in either case using such force as is necessary and whether the Hirer is present or not, in order to take repossession of the goods. The Hirer shall make no claim whatsoever against Blink Living for damage arising out of or connected with the retaking of possession of the goods. The Hirer hereby indemnifies Blink Living against all actions, claims, and demands or suits directly arising out of or connected with the retaking of possession of the goods. In the event that the recovery of the goods cannot be affected by Blink Living or its employees, the goods will be considered stolen, lost or destroyed. The Hirer hereby agrees to pay Blink Living all costs and charges incurred by Blink Living incidental to the retaking of possession of the goods.
6. Lost, stolen or destroyed goods: In entering this agreement with Blink Living the Hirer agrees to take all reasonable care in the security of the goods whilst in their possession. Blink Livings insurance policy covers fire and theft only if all due care has been taken by the Hirer. An excess of \$250 shall be payable to Blink Living arising from any claim. In the event of the goods or part thereof being lost stolen or destroyed due to negligence on the Hirers part and therefore Blink Living being unable to then claim from their insurance company, the goods shall remain on hire until the Hirer pays Blink Living the retail price of the goods that Blink Living would have charged the Hirer had the Hirer purchased the goods on the date this agreement was entered into whereupon the goods so lost, stolen or destroyed shall be deemed to have been returned to Blink Living.
7. Owner not liable for consequential loss: The Hirer shall make no claim whatsoever against Blink Living for damages in respect of property or personal injury sustained as a result of any malfunction or breakdown of the goods and hereby indemnifies Blink Living against all claims, actions, demands or suits directly out of or connected with the malfunction or defect of the goods.
8. Security deposits: Upon the Hirer returning the goods to Blink Living at the expiration of the period of hire and provided the hirer has complied with each and all the conditions of this agreement, Blink Living shall return to the hirer the security deposit paid within 10 working days of possession of the goods, less any outstanding monies owed to Blink Living.
9. Cleaning of the goods: The hirer will be charged \$60.00 for the cleaning of each and any item that requires cleaning upon the return of the goods to Blink Living.
10. Collection of charges: The hirer agrees to pay any fees or charges relating to the collection of overdue monies, including but not limited to collection fees, dishonour fees and all legal expenses.
11. Conditions of hire to apply after the termination of the period of hire: The hirer and Blink Living mutually agree that in the event that the hirer retain possession of the goods beyond the contract term that the hirer will continue to be charged the original agreed monthly rate. However if the Hirer wishes to extend the term of the agreement for up to six months then Blink Living will recalculate the charges based on the revised term. This rate shall be effective from the date of notification and does not apply to the hire fees already charged. This arrangement can only be entered into with sufficient notice to Blink Living and as long as the goods have not been booked prior. In the event of early termination of contract the hirer is liable for full payment of the contract sum.
12. Variations: Blink Living have the right to vary any terms and conditions on this agreement by giving the hirer written notice of such variations. That notice may be comprised by a copy of the terms and conditions as varied. The variations unless otherwise stated, shall take immediate effect upon serving of the notice, which shall be deemed to occur 7 days after the notice is posted to the hirer.
13. Taxes: The hirer agrees to pay all taxes, duties or charges payable under any law of the Commonwealth of Australia or of any state or Territory in respect of this agreement, whether existing at the time the contract was entered into, or introduced after the execution of the contract. This includes but is not limited to GST and stamp duty, if applicable.
14. Definitions: The premises include any premises in which Blink Living believed the goods are located.

The above conditions have been fully read, understood and agreed to by me.

Property:

Signed: _____ Date: _____ In the presence of: _____ Date: _____