



Service Agreement / Hire Agreement

*Date:

* Required Fields

*I/We: ("The Hirer")

*Of (Vendors current address):

*Email address:

Telephone: *Mobile:

*Site address:

* Nominated sale, auction, EOI or end date.....

Accept the conditions outlined on page 1 & 2 of this Service Agreement / Hire Agreement.

- Agreed Price:** Accept the agreed price of and conditions outlined and hereby engage The Apartment Brief to prepare the property for the sale campaign.
- Confirmation & Cancellation:** The hirer agrees to pay the quoted price as confirmation. For confirmations made earlier than 3 weeks prior to installation a 50% deposit is due. The balance payment is due 2 weeks prior to installation. Where the hirer cancels the agreement by providing not less than 5 days written notice prior to installation a cancellation fee applies. The cancellation fee is 25% of the agreed price.
- Variations:** Any changes requested by the hirer (or their agents) following installation will be charged at a minimum of \$300.00 plus any additional hire and transport fees applicable. Rebates will not be offered for items removed.
- Hire Period:** The hirer must notify us in writing within two (2) business days after the nominated auction, sale, EOI or end date to extend the Hire Period or arrange collection of the hired goods.
If you do not notify us in writing within two (2) business days after the nominated auction, sale, EOI or end date, notifying us to collect the goods, the Hire Agreement will be automatically extended using option two (2) on page 2 of this agreement and you agree to pay all charges when invoiced.
** Hire periods/hire period extensions continue in line with these terms through any Government mandated closures including COVID-19 lockdown periods.*
- Rebates:** A rebate will not be provided if the property is sold prior to the nominated auction or sale date. The Apartment Brief Interiors reserves the right to collect furniture on the first available day following a successful sales result or in the event that the hirer declines any offer to extend the hire agreement.
- Wall fixings** will be installed by a professional picture hanger who will use fasteners (hooks, nails, screws, etc.) to hang wall art. We do not use adhesive hooks. It is not our responsibility to remove or repair walls. If you do not wish to have art hung please inform us before installation.
- Balance Payment:** Agree to pay the outstanding balance of the agreed price prior to the commencement of works.
* *
***Approved StagePay Customers: If you are an approved StagePay Customer please note that this does not apply to you as our payment arrangement is with StagePay. Please confirm that you have completed the required paperwork and that your StagePay agreement is with your nominated agent for processing.*

This agreement is governed by the laws of Victoria, Australia.

*Name..... *Signature:..... *Date:.....

The Apartment Brief Service Agreement / Hire Agreement

Service Agreement / Hire Agreement

Acceptance is required prior to work commencing. To ensure there are no delays please, complete the details on pages 1&2 and return to The Apartment Brief.

The Apartment Brief operates on the following terms and conditions: -

You ("**the hirer**") (which includes you, any agent representing you and any guarantor) hereby rent from The Apartment Brief ("**we**" or "**us**") for the hire period, which includes all items, articles, accessories and documents supplied as ("**the goods**"); and accepts the scope of works to be performed by The Apartment Brief as specified in the quote.

Costs and Fees

The hirer agrees to complete the Service Agreement / Hire Agreement with 100% of the charge paid prior to installation. An additional fee of at least \$300.00 may be charged for delivery of hired items where changes are requested by the hirer.

Property access and personal items

The Apartment Brief, its employees and subcontractors have access to the hirers' property as agreed. Prior to work commencing the hirer is advised to remove any valuable or breakable personal belongings from the property. The Apartment Brief accepts no liability resulting from damage or loss of personal property.

The hirer is responsible for arranging clear access for delivery and collection of the hired goods. If The Apartment Brief employees or subcontractors are unable to gain access or access is limited or delayed for whatever reason, the hirer will pay additional costs incurred. These additional costs will be calculated at the rate of \$120.00 per hour.

We use a professional picture hanger who will use fasteners (hooks, nails, screws, etc.) to hang wall art. We do not use adhesive hooks. It is not our responsibility to remove fixings or repair walls. If you do not wish to have art hung please inform us before installation.

Privacy Policy

The Apartment Brief is required to handle any personal information in accordance with the national privacy principles contained in legislation.

Use of Hire Goods

The hirer agrees only to use the goods in a proper manner and in accordance with any manufacturer's

requirements or guidelines. If the goods are damaged or in need of repair. The hirer agrees to notify us immediately.

Bed linen, where provided is for display purposes only and is not to be used for sleeping. If the linen is used, professional laundry charges will apply and you agree to pay these costs when invoiced.

Protection of our goods

The hirer must not alter or modify the hire goods. The hirer must not remove the hire goods from the property without the written authorisation of The Apartment Brief.

The hirer must take reasonable steps to protect the hire goods from loss or damage. If any hire goods are lost or damaged, other than fair wear and tear, the hirer will be liable for the full cost of repair or replacement. This includes damage caused by your pets/animals.

Risk

The hirer agrees to use the hire goods at their own risk. The Apartment Brief are not liable for any direct or indirect loss arising from the use of the hire goods or any damage or defect in the goods. The hirer indemnifies The Apartment Brief against any claims arising from the hire or use of the hire goods.

Hire Period

The hire period commences the day of installation and continues until your nominated sale, auction, EOI or end date of:

The Hire Period may be extended by mutual agreement using one (1) of the following two (2) options: -

Option 1: -

50% of the original agreed price to extend for two (2) weeks.

Option 2: -

70% of the original agreed price to extend for four (4) weeks.

The hirer must notify us in writing within two (2) business days after the nominated auction, sale, EOI or end date to extend the Hire Period or arrange collection of the hired goods.

If you do not notify us in writing within two (2) business days after the nominated auction, sale, EOI or end date, notifying us to collect the goods, the Hire Agreement will be automatically extended using option 2 above and you agree to pay all charges when invoiced.

** Hire periods/hire period extensions continue in line with these terms through any Government mandated closures including COVID-19 lockdown periods*

Termination and Repossession

The Apartment Brief may terminate this agreement if: -

- The hirer breaches this agreement.
- The hire goods are lost or damaged.
- Any amount due is unpaid.

At termination the hirer must make the goods available for collection. You must provide us with all reasonable assistance to locate and collect the hire goods.

The hirer grants the agents of The Apartment Brief the right of entry into premises or any premises where it is believed the hire goods are stored, using such force as is necessary, to repossess the hire goods. We will not be liable for any damage to property caused by any person in collection the hire goods. If the hire goods are not available for collection at the nominated time, the hirer will be liable for any additional cost we incur. Hire fees will continue until the goods have been collected by us. Any termination will not prejudice any right to recover any unpaid amounts.

Outstanding Debt

The hirer is liable for any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees and solicitors' costs and will be required to pay these costs.

*** Signed:**

*** Name**

*** Date:**

