

# Colour Pop Interior Design - Terms of Hire

- A. Whereas the Owner is the Owner of certain furniture, artwork, artefacts, décor and other material necessary for styling of a property for sale, collectively referred to as "equipment".
- B. Whereas the Hirer desires to hire from the Owner, certain equipment which is described in the schedule. OPERATIVE PART IT IS AGREED that in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

## 1. Charges

- a. The Hirer acknowledges that a quotation was provided by the Owner which quotation was accepted by the Hirer.
- b. Hiring charges are as per the Invoice issued by the Owner.
- c. The Owner reserves the right to revise the hire rates and related charges from time to time without notice.
- d. The Owner undertakes to provide insurance cover in respect of the equipment which shall be included in the hiring charges.
- e. Should the Owner be unable to collect the equipment at the end of the hire period, then additional hire charges apply at the daily rates.
- f. The Hirer undertakes to pay a non-refundable deposit of \$500.00 on signing of this Agreement.
- g. The balance of the invoice amount (after deduction of the \$500.00 deposit) shall be paid by the Hirer on the first day of the Owner installing the display items.

## 2. Interest

Interest is payable calculated daily on any amounts outstanding at the rate of 15% per annum.

## 3. Registration under the Personal Properties Securities Act 2009

In the event that the Hirer's property other than the equipment referred to in this Agreement being subject to the Personal Properties Securities Act 2009, the Hirer warrants that the equipment under this Agreement shall not fall under the provisions of the Act.

## 4. Use of equipment

The Hirer uses the equipment solely for the purposes of display and presentation for the sale of the Hirer's property and must:

- a. Be responsible for the safe keeping of the equipment and indemnify the Owner for any loss or damage to it by whoever and howsoever caused;
- b. Be responsible for and indemnify the Owner against all claims in respect of injury to persons, or damage to property, arising out of the use of the equipment by whomever during the hire period however arising;
- c. Not sell hire lease or otherwise part with possession of the equipment or assign the benefit of the hire agreement or remove the equipment from the premises where displayed;
- d. Not alter the display, arrangement and décor in any manner;
- e. Not use the display furniture and equipment other than expressly for display purposes during sale campaigns.

## 5. Secure premises

The Hirer warrants that the premises shall at all times be water tight, structurally sound and secure so as not to cause any risk or damage or loss to the equipment. The Hirer shall be liable for any damage or loss caused to the equipment due to the breach of this condition.

## **6. The Hirer's acknowledgements**

- a. The Hirer acknowledges that to enable the Owner in the cause of arranging for the display and décor of the Hirer's premises, that there would be reasonable damage to the Hirer's premises due to reasonable steps taken by the Owner for display purposes. For example, the Owner may hang a picture frame on the wall that may cause small nail marks or scuffs due to movement of the frame on the walls. The Hirer shall have no claim against the Owner for any such damage caused due to reasonable use of the Hirer's premises.
- b. The Owner may provide floor mats at the entry and/or exit points from the Hirer's premises. The Hirer acknowledges that persons entering the Hirer's property may nevertheless deposit material or cause damage to the floors. The Hirer warrants that there shall be no claim against the Owner in respect of any such damage.
- c. The Owner uses for display purposes artificial plants and floral arrangements that do not require water for sustenance. The Hirer acknowledges that the Owner shall not be liable for any water damage from the use of any plants on the Hirer's premises.
- d. The Hirer undertakes to provide to the Owner and the Owner's employees or agents safe entry to the Hirer's premises. To that end, the Hirer warrants that the Owner and the Owner's employees or agents shall at all times have access to the premises with appropriate footwear and protective gear so as to comply with Occupational Health & Safety.
- e. The Hirer acknowledges that in the event of the Hirer failing to pay the balance of the Contract price when due, the Owner shall be entitled to forthwith remove the equipment from the Hirer's premises.
- f. The Hirer undertakes to notify the Owner of any change of Selling Agents or of any other circumstance that may affect the Owner, immediately upon such change taking place. In the event that the Hirer fails to notify the Owner, the Owner may, on receiving knowledge thereof, remove the equipment from the Owner's premises without notice.

## **7. Termination**

- a. The Hire Agreement will terminate on the Hirer or the Hirer's agent notifying the Owner that the property has been sold or rented. On such notification, the Owner shall be entitled to remove the equipment notwithstanding any period of hire remaining. Notwithstanding the remaining hire period, the Hirer shall be liable to the Owner for the hire charges for the entire period of hire.
- b. Without prejudice to any other remedies available to the Owner and notwithstanding any period of hire specified, the Owner may terminate this hire agreement at any time after giving the Hirer one days notice of termination or without notice if the Hirer shall commit any serious breach of the hire agreement.
- c. Upon termination the Owner shall be entitled to take possession of the equipment and for this purpose the Hirer irrevocably appoints the Owner its attorney and authorises the Owner or its agent to enter on any land or premises owned by or under control of the Hirer and recover the equipment and will pay for and indemnifies the Owner against any claims, losses, damages, costs and expenses arising out of the repossession of the equipment.

- d. Notwithstanding the expiry of the hire period, the Owner shall be entitled to remove the equipment should the hire period come to an end even though the Hirer's property may not have been sold.

#### **8. Loss, damage and insurance**

- a. The Hirer is responsible for the loss and damage to the equipment whilst on hire. The Hirer will pay for any losses, damages, costs and expenses suffered by the Owner not recovered through the insurance effected at the commencement of the hiring.
- b. The Hirer acknowledges that they must pay for risks that the insurance does not cover including theft, damage resulting from misuse or use violating statutory rules and regulations or over or under loading electric current or caused by contact with corrosive substances or caused by the negligence of yourself or any other person whilst under hire to you or loss or damage whilst being transported or when the equipment is wrongly converted to your own use.
- c. It is agreed that in the event that the Hirer suffers any loss or damage howsoever arising as a result of inoperable equipment then the liability of the Owner is limited to the repair or replacement of the equipment and is not to include economic or consequential damages of any nature whatsoever.