

Corporate Application Form

Full Company Name (Ltd, Pty, P/L) _____

A.B.N / A.C.N _____ Nature of Business: _____

Address _____

Telephone _____ Fax _____ Email _____

Head Office Address _____

Head Office Telephone _____ Head Office Fax _____

Goods to be delivered to:

Address _____

List one (1) Trade References: (Company Name, Phone and Contact Person)

1. _____

Details of person authorised to accept delivery:

Full Name _____ Telephone _____

Position in Company _____ Fax _____

Please supply Company/Corporate Credit Card number :

____ / ____ / ____ / ____ Exp (____ / ____)

The completion of this Application Form authorises Renta Centre to obtain and exchange information relating to the provision of credit from references given above and from any credit reporting agency.

I/we have read the attached terms and conditions and agree to the terms of trading with Renta Centre and confirm I/we have authority from the company to complete this form.

Full Name _____

Position _____ Date _____

Signature _____ Email _____

Telephone _____ Fax _____

Note: Your Company purchase order or a request on Company letterhead needs to accompany this application.

Rental Agreement — Terms and Conditions

1. The Owner, Servants or Agents may at any time within one calendar month from the date of the signing of this Rental Agreement by the Renter without notice and without being bound to give any explanation, rescind any agreement and take possession of the rented appliances, electronics and/or furniture items (herein referred to as "the Goods") and refund to the Renter, if requested, all monies paid upon this Rental Agreement.
 2. The Term of this Rental Agreement is as indicated on the Rental Agreement and commences from the date of signing this Rental Agreement. If, following the expiry of the Term, the Renter continues to hold the Goods, then the terms of this Rental Agreement shall continue indefinitely (and the Renter shall be liable to continue making rental payments at the rates set out in this Rental Agreement) until such time as either party terminates by giving no less than 48 hours notice to the other.
 3. The Owner may at any time terminate this agreement forthwith if the Renter has made any mis-statement overleaf, or if the Renter commits any breach of his obligations hereunder, or if any execution or distress is levied or leviable against the Renter, without prejudice to any other rights and remedies of the Owner in respect to any breach of the Renter. In the event of the Owner, Servants or Agents so re-taking possession of the Goods the Renter agrees to indemnify the Owner for all losses, costs, charges, damages and expenses of whatsoever nature incurred or occasioned by the Owner by reason of such re-taking of possession.
 4. The Goods shall remain the sole and absolute property of the Owner and the Renter shall not sell, assign, pledge, underlet, lend or otherwise part with possession of the Goods and shall not without the Owner's written consent remove the Goods from the address set out in the application form. The Renter will protect the Goods against distress, execution or seizure and indemnify the Owner against all losses. As a rental business, many of the Goods are pre-rented and as such may have minor cosmetic imperfections but are otherwise complete and in good working order. The Owner will not attend to an exchange of the Goods for cosmetic or appearance reasons.
 5. Where more than one item is supplied under this agreement, the singular shall be read as the plural where appropriate and the rental rate and conditions shall apply separately to each of the individual items as though each of the items were subject to a separate agreement.
 6. The Renter shall indemnify the Owner, and keep them indemnified against loss of, or damage to, the Goods howsoever occasioned, and The Renter shall at his own expense, insure and keep insured the Goods for its full replacement value against loss or damage from any cause. The Renter shall continue making rental payments until full value of the loss or damage has been paid to the Owner.
 7. The Owner undertakes to keep the Goods serviced and replace any parts which are faulty due to fair wear and tear and the Renter will use the Goods in a careful and proper manner. The Renter will not open the outer case, and the Renter will not permit other persons to adjust the components or open the outer case of the Goods without the written permission of the Owner. In the event that the Owner responds to a call out by the Renter and it is determined that the fault is due to Operator Error then the Owner will charge a call out fee of \$75.00.
 8. The Owner, Servants or Agents may at all reasonable times enter the Renter's premises for the purpose of collection or viewing the condition of the Goods and carrying out such replacements, repairs and adjustments as may be necessary.
 9. In the event of this agreement being terminated in any manner whatsoever the Owner, Servants or Agents shall be entitled to enter the premises where the Goods are installed to retake possession thereof; any person who is in apparent authority at such premises who grants entry to the Owner or such other persons shall be deemed to do so as the Agents, and at the request of the Renter.
 10. Except as provided in this clause this Rental Agreement may not be terminated by the Renter prior to the expiry of the term. Provided that the Renter is not in default under this agreement and has paid all rental up to the date of the return of the Goods to the Owner and has paid in addition to such rent an amount of \$100 per item at the time of return of the Goods and has returned the Goods to the Owner in good order and condition at the Owner's place of business, then the Owner will release the Renter from this Rental Agreement.
 11. The Renter shall pay promptly each month (or other period specified in the Rental Agreement) in advance all rentals due the Owner or Agents at their place of business, or to a bank nominated by the Owner.
 12. Delivery & Cancellation charges. Delivery charges, where applicable, only cover the initial delivery and final collection of the Goods, provided the Goods have not been moved to a different location by the Renter without prior permission of the Owner. Additional deliveries or partial collections during the term of this Rental Agreement that are not due to any malfunction of the Goods (see Clause 7), will incur an additional delivery charge. Cancellations made less than 24 hours before a booked collection or swap date will incur an additional charge. This includes where a booking has been made and the Renter (or their nominated representative) is not present at the agreed booking time. Collections requested for a Saturday will incur an additional collection charge irrespective of any other delivery charges previously paid.
 13. If the Renter defaults in payment of rental and such default has continued for a period in excess of seven (7) days The Owner, Servants or Agents may, without prejudice to any other rights or remedies they may have by virtue of their Agreement or otherwise, attend to the collection of the arrears of rental and/or the Goods, and the Renter shall reimburse and indemnify the Owner for all losses, costs, charges and expenses whatsoever nature incurred by the Owner in or about collecting or attempting to collect the arrears of rental and/or the Goods.
 14. If the Renter makes default in payment of rental and such default has continued for a period in excess of seven (7) days (whether payment has been demanded or not or whether collection has been attempted or subsequently effected or not or whether The Owner has subsequently reimbursed or indemnified themselves wholly or in part in respect thereof from the Refundable Deposit or not) or if the Renter terminated the hiring after a period which is less than the Minimum Period of hiring or if he commits a breach of any other conditions of this agreement then The Owner shall be entitled at their option without notice to retake possession of the Goods and the Renter shall pay to The Owner all unpaid rentals in respect of the unexpired term of the Minimum Period of hiring in addition to all rentals then overdue.
 15. The Owner shall be entitled at any time to vary the rates payable by the Renter by giving the Renter written notice of such variation. The Renter shall be bound to pay the rates as varied UNLESS the Renter determines this agreement by giving the Owner notice in writing within one month of receiving notice of the variation, and by paying all the rent due up to and including the date of determination (including all amounts outstanding pursuant to this agreement) and by returning the Goods to the Owner on or before that date in good condition.
 16. The granting of time or an indulgence of any nature by the Owner shall not effect the liability of the Renter or invalidate the right of the Owner under the agreement.
 17. The Owner shall be entitled at any time to assign the benefit of the Agreement to any person, firm or company.
 18. Where a bond has been paid to the Owner, the bond will be retained by the Owner for the duration of this agreement and the amount refunded to the Renter at termination of the renting and upon return of the Goods to the Owner providing the Renter has duly complied with all the terms and conditions therein. The Owner shall be entitled to deduct from the bond any monies due to them by the Renter under this agreement.
 19. In this agreement, singular words shall include plural words, words importing persons shall apply to corporations, and masculine gender shall include the neuter genders, and two or more renters shall be bound jointly and severally.
 20. Where any amount is outstanding at the time of termination of the rental, or at any other time, the Renter expressly authorises the Owner to charge such amount to any current credit card account, held in the name of the Renter.
 21. The Renter hereby clears the Owner from any claim, action or demand for any damage to person or property of the Renter or any person claiming through him arising out of any use or malfunction of the Goods.
 22. The Renter indemnifies the Owner from any claim, action or demand for any damage to any person or property (that of the Renter or any third party), or any person claiming through him, arising where the Renter requires the Owner (and the Owner agrees) to deliver or remove the Goods via common property or third party property, other than through the main entry. It is the Renter's responsibility to seek and secure any relevant consents prior to the Owner accessing common or third party property.
 23. The Owner accepts no responsibility for any damage to any property howsoever caused, where the Owner is asked (and the Owner agrees) to:
 - move the Renters or any third party's property for the purpose of completing a delivery, installation or removal of the Goods; or
 - remove any door, cupboard or other access point for the above purpose.
- The Owner and/or its representatives will make reasonable efforts to minimise the risk of damage to property.
24. PLEASE CLEAN THE GOODS BEFORE RETURNING AND ENSURE THAT YOU RECEIVE A SIGNED RECEIPT FROM OUR DRIVER WHEN THE RENTAL ITEMS ARE COLLECTED FROM YOU ON TERMINATION OF AGREEMENT.
 25. I understand the Privacy Act 1988 allows the Owner to give a credit reporting agency certain personal information about me including information contained in this credit application (e.g. identity details and credit limit sought), information about any payments overdue more than 60 days where collection action has commenced or payments which are no longer overdue and I authorise the Owner to do so. In accordance with Section 18N of the Privacy Act 1988 I authorise the Owner to exchange information about my credit arrangements (including information about my credit worthiness, credit history, credit standing or credit capacity) with credit providers named in this credit application and other credit providers named in a credit report issued by a credit reporting agency. I understand this information may be used to assess my application for credit and/ or my credit worthiness, to assist me to avoid default and to notify other credit providers of my default. I also authorise the Owner to make enquiries about the information included on my credit application from any other source.