



Account No \_\_\_\_\_

ABN 36 096 205 631

Complete and fax to 07 5520 5973

### HIRE AGREEMENT SCHEDULE

Trading Name \_\_\_\_\_  
 ABN \_\_\_\_\_  
 Company \_\_\_\_\_  
 Web \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 Suburb \_\_\_\_\_  
 State \_\_\_\_\_ Postcode \_\_\_\_\_  
 Delivery Address \_\_\_\_\_  
 Suburb \_\_\_\_\_  
 State \_\_\_\_\_ Postcode \_\_\_\_\_  
 (if different from above)

Contact Name \_\_\_\_\_  
 Tel \_\_\_\_\_  
 Mob \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Drivers License \_\_\_\_\_ Expiry \_\_\_\_\_  
 Alt Security \_\_\_\_\_ Expiry \_\_\_\_\_  
 Veh Rego \_\_\_\_\_

Signed by Hirer  
 \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

#### Credit Card Consumer Agreement (\*all fields are mandatory)

Credit Card Type  Visa  Mastercard  Bankcard  
 Name on Card \_\_\_\_\_  
 Credit Card Number \_\_\_\_\_ Expiry \_\_\_\_\_ CVC No \_\_\_\_\_  
 Cardholder's Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Acknowledgement to be signed by Applicant

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Tapepro Drywall Tools. In the event of default you acknowledge that you are liable for any collection costs and/or service charges as defined under the terms and conditions on this authority incurred by Tapepro Drywall Tools to recover any monies owing. You acknowledge that Tapepro Drywall Tools reserves the right to demand payment of the full balance outstanding if any payments fall into arrears and Tapepro may give information about you to a credit report agency, where your payments fall into arrears by more than 60 days and debt collection action has started. You will notify us of any change[s] to any of your contact details contained in this agreement within five [5] business days of these changes taking effect. You are an authorised signatory of the credit card to be used for the original payment and any ongoing payments in continuation of this rental. You acknowledge that the information which has been given is true and correct.

#### Trade References

Company \_\_\_\_\_ Referee \_\_\_\_\_  
 ACN \_\_\_\_\_ Tel \_\_\_\_\_  
 Address \_\_\_\_\_ Mob \_\_\_\_\_  
 Suburb \_\_\_\_\_ Email \_\_\_\_\_  
 State \_\_\_\_\_ Postcode \_\_\_\_\_

Company \_\_\_\_\_ Referee \_\_\_\_\_  
 ACN \_\_\_\_\_ Tel \_\_\_\_\_  
 Address \_\_\_\_\_ Mob \_\_\_\_\_  
 Suburb \_\_\_\_\_ Email \_\_\_\_\_  
 State \_\_\_\_\_ Postcode \_\_\_\_\_

Company \_\_\_\_\_ Referee \_\_\_\_\_  
 ACN \_\_\_\_\_ Tel \_\_\_\_\_  
 Address \_\_\_\_\_ Mob \_\_\_\_\_  
 Suburb \_\_\_\_\_ Email \_\_\_\_\_  
 State \_\_\_\_\_ Postcode \_\_\_\_\_

## Hire Agreement between Tapepro Drywall Tools and Hirer.

**Recitals** (a) The owner has agreed at the request of the Hirer to hire the Goods to the Hirer.(b) The Hirer has agreed to hire the Goods upon the terms and conditions set out in this Agreement.

**1. Interpretation** In this agreement "Bond" means the refundable bond specified in the schedule: 'Goods' means the tools described in the schedule and any replacement equipment. 'Goods and Services Tax' has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; 'Hirer' means the hirer identified in the schedule; 'Hire Charge' means the amount set out in the schedule as the hire charge; 'Hire Period' means the period beginning on the date set out in the schedule as the commencement date and ending on the date set out in the schedule as the expiry date; 'Owner' means Tapepro Drywall Tools ACN 096 205 631 Contact Details: 4/76 Dover Drive, West Burleigh QLD, 4220, PH 07 5520 6022, FAX 07 5520 5973, Email [info@tapepro.com](mailto:info@tapepro.com) , and its substitutes.

**2. Hire of Goods** The owner agrees to hire the goods to the Hirer for the Hire period and the Hirer agrees to take the Goods on hire entitled to use the goods for the Hire period and for any agreed extension of the Hire Period. The Hirer agrees to return the goods to the Owner at the end of the Hire period.

**3. Payment for Hires** The hirer agrees to pay to the Owner the amount of the Hire Charge set out in the schedule for the Goods for the Hire Period, together with any applicable Goods and Services Tax, Stamp Duty, financial institutions duty, fees, outgoing, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this agreement or the Hirer's hiring of the goods. The Hirer hereby authorises the Owner to complete any necessary or desirable action, to enable the Hirer to make any payments through any credit card systems.

**3.1 Overdue Payments** IF the Hirer does not pay an amount of money when it is due, the Hirer must pay interest on the overdue amount for the period it is unpaid at the rate of 18% per annum calculated daily.

**4. Hirer's Warranty** The Hirer warrants that: (a) the particulars set out in the schedule are correct in every respect and are not misleading in any way including, without limitation by admission (b) the Hirer holds a current driver's license (c) the Hirer will not breach any copyright or other restriction in relation to or in connection with, the goods (d) in selecting the goods the Hirer has not relied on the Owner's skill and judgement or on any representations made by or on behalf of the Owner and agrees that the Goods comply with their description, are in merchantable condition and are fit for the Hirer's purposes.

**5. Hirer's Obligations** (a) Not permit any other person to use the goods (b) Keep the Goods in first class condition and only use them as they would be used by a careful and prudent owner (c) Observe the safety instructions provided with the Goods (d) Not use the Goods for any illegal purpose (e) Report any damage to, loss of, or failure occurring to the equipment (f) Be liable for any breach of this agreement committed by the Hirer's servants or agents (g) Indemnify the Owner for any loss (including legal costs) incurred by the Owner in relation to any breach of this agreement and for any liability arising out of any such breach (h) Pay the Owner the cost of effecting repairs to the goods necessitated by the improper use of the goods, or replacement cost in the case of loss.

**6. Extension/Continuing Obligations** On the expiry of the term of this hire agreement such hire agreement shall be automatically renewed for a term of 30 days unless the Hirer gives notice of non-renewal to the Owner at least 7 days prior to the expiry date and returns the goods on the arranged due date. Following automatic renewal under this clause any holding over after the additional 30 day term shall be on a month by month basis and unless the goods are returned hire fees shall continue to be payable by the Hirer.

**7. Replacement Goods** Subject to the Hirer complying with the provisions of clause 5 of this agreement, the Owner will collect the Goods from the Hirer's address in the schedule in the event of failure of the Goods and exchange them with a similar unit at no cost to the Hirer. The Owner will extend the Hire Period by the number of days the Goods were not functioning.

**8. Repossession** The Owner may retake possession of the Goods if the Hirer breaches any provision of this agreement. The Hirer hereby authorises the Owner and its authorised agents to enter the Hirer's premises or any premises in the Hirer's possession or control and retake possession of the Goods if the Hirer breaches any provision of this Agreement.

**9. Exclusion of Liability** The Hirer agrees to use, operate and possess the Goods at the Hirer's risk. The Hirer agrees that the Owner will have no responsibility or liability for any loss or damage to any property of the Hirer. To the full extent permitted by the law the Hirer releases and discharges the Owner and its agents and employees from (a) all claims and demands on the Owner, and (b) any loss or damage whatsoever and whatever caused to the Hirer or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise, arising directly or indirectly from or incidental to a breakdown of or defect in, the Goods or any accident to or involving the goods or their use, operation, repair maintenance or storage (whether occasioned by the negligence of the Owner or otherwise) or which may otherwise be suffered or sustained in, upon or near the Goods.

**10. Indemnify Against Other Costs and Liabilities** The Hirer assumes liability for, and indemnifies, and will keep indemnified, protected, saved and harmless the Owner and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and any expenses, legal or otherwise, (including court costs and legal fees reasonably incurred) and whatsoever kind and nature, including claims based upon strict liability in tort (a) arising out of or alleged to arise out of the delivery selection, purchase, acceptance or rejection, ownership, possession, use (including by reason of the use or incorporation of any invention resulting in infringements of patents), repair , maintenance, storage, or operation of the Goods, and by whomsoever used or operated (except where used by the Owner or any person on behalf of the Owner) ; or (b) incurred by the Owner in respect of any loss of the Goods by seizure, distress, execution or other legal process, confiscation or forfeiture of the Goods.

**11. Survival of Indemnities** The indemnities and assumptions of liability contained in clause 11 of this agreement will continue in full force and effect notwithstanding the termination of this agreement whether by expiration of time or otherwise as to any act or omission relating to the Goods occurring during the continuance of this Hire Agreement which at any time is claimed to have created a course of action against the Owner or assumption of liability by the Hirer.

**12. Title to Goods** The Hirer acknowledges that the Owner retains title to the Goods and that the Hirer has rights to possess the Goods as a mere bailee only. The Hirer does not have any right to pledge the Owner's credit in connection with the Goods and agrees not to do so. The Hirer also agrees not to agree, attempt, offer or purport to sell assign, sublet lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Goods and not to conceal or alter the Goods or make any addition or alteration to, or repair of the Goods.

**13. No Waiver** Time is of essence of this agreement except that no delay by the Owner in exercising any right or power will operate as a waiver of that right power. Nor will any single or partial exercise of any right or power preclude any other or further exercise or that right of power.

**14. Bond** Subject to any breach by the Hirer of this agreement, the Bond will be returned no less than seven (7) days after the return of the Goods to the Hirer by crediting back to the authorised credit card noted in the schedule.

**15. Governing Law** This agreement will be governed by the law of Queensland.