

CONDITIONS OF HIRE

1. The items hired have been inspected by the hirer or his authorised representative and are accepted in good condition and state of repair.
2. It is acknowledged that the company gives no warranty as to the suitability of the said items for the hirer's purpose and the hirer relies on their own assessment of suitability.
3. Hiring will commence on the commencement date/s referred to on the front page. Hiring will end on either the termination date referred to on the front page or the date on which the said items are returned to the company (if it is the hirer's obligation to return them) or the date on which the company collects them from the hirer (if it is the company's obligation to collect them), whichever is the later in time.
4. Delivery by the company of goods hired to the hirer and collection by the company of such goods shall be to the hirer's account.
5. The company reserves the right to increase delivery and collection charges at any time. In an event of any such increase, the company shall give the hirer at least one weeks notice thereof and the hirer may then elect to collect the items to be hired from the company and/or return the said items to the company.
6. Should it be necessary for the company to attend on more than one occasion at the premises nominated by the hirer for the delivery of and/or collection of hired goods, the company's delivery and collection charges will increase accordingly and the hirer shall be liable for payment of same.
7. Unless agreed in writing to the contrary, all deliveries by the company and collections by the company of hired goods shall be to and from the site address referred to on the front page.
8. If the hirer is obliged to return hired items to the company, the hirer shall return them to the company's address referred to on the front page or to such other address as agreed to as the company may require.
9. All items hired are at the hirer's risk from the time they are collected by the hirer or delivered to the hirer until the time they are returned to the company or collected by it. Items are not insured by the company.
10. If any of the items are lost or destroyed or damaged to the extent of being incapable of repair (as to which the company shall be the sole judge), the hirer shall in addition to all other charges referred to herein forthwith pay to the company on demand the agreed value of such items referred to on the front page.
11. The hirer shall return to the company the items hired in the condition and state of repair they were in at the commencement of the hiring, fair wear and tear expected. Should it be necessary for the company to repair any item/s hired, the hirer shall pay the cost of such repair within 30 days of being invoiced for the same.
12. Removal of the hire goods by the hirer from the hire's address shown on the front page, shall be deemed to be an automatic termination of this agreement entitling the company to take action for recovery of goods and recovery of unpaid hire fees. In the event that the goods are not returned by the hirer upon termination of the hire, the goods shall be deemed to have been converted by the hirer to their own use and thereby considered to be stolen by the hirer from the company.
13. The hirer warrants that he/she or it has not entered into this agreement as an agent for any other person or corporate entity unless noted on the front page and is personally liable to the company for all money due by the hirer to the company pursuant to this agreement.
14. Terms of payment:
 - a) Cash per calendar month or forthwith on termination of hiring, whichever is the sooner.
 - b) If payment is not made on the due date/s for payment, a book-keeping fee equivalent to 15% per month (and proportionately for part of a month) shall be charged on all monies outstanding from time to time until payment is made in full as a genuine pre-estimate of the cost involved.
15. a) If the hirer defaults in payment of the hiring charges hereunder, or fails to observe or perform any of the terms hereof, or if the hirer becomes bankrupt or being a company goes into liquidation or is wound up or placed in receivership or official management or if the hirer enters into any composition with a creditor/s or suffers execution to be issued or levied against him, the company may terminate this agreement at any time before the agreed date in which case and without diminishing or affecting its other rights hereunder the company may by notice or collect the items hired from the hirer at the hirer's expense and in either of which cases hiring charges shall be paid by the hirer to and inclusive of the date on which the items are returned to the company.
 - b) The hirer shall reimburse the company for and pay all expenses incurred by the company in collecting monies due to it by the hirer hereunder including but without limiting the foregoing all solicitor and client costs and expenses so incurred by the company.
16. Service of any notices shall be valid if effected upon the hirer at the address noted on the front page, recorded on invoice, and may be served personally or by ordinary pre-paid post and shall be deemed sufficient service of notice even though such pre-paid post may be returned uncollected.
17. The hirer hereby authorises the company to have access at all reasonable times to the hirer's premises noted on the front page for the purpose of recovering possession of any goods hired where the hire has been terminated or where monies remain outstanding on account of hire fees.
18. Payment of all monies due hereunder shall constitute a charge in favour of the company over all real property presently owned or acquired by the hirer in the future. The company is hereby authorised to lodge a caveat over the title to such property to secure any liability arising hereunder.
19. In the interpretation of this agreement:
 - a) The "company" means Moving Mannequins.
 - b) The "hirer" includes the legal personal representatives and successors of the hirer.
 - c) Every provision shall be deemed to be severable from every other provision here.
 - d) The law of New South Wales shall apply to this agreement and the Courts and Tribunals of that State shall have exclusive jurisdiction in respect of any dispute arising hereunder.