

**AUSTRALIAN HIRE FORM** **Pink Diva Nail Supply** VERSION SEP 2016

**YOUR DETAILS**

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_  
 HOME ADDRESS: \_\_\_\_\_  
 CITY/SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 DRIVERS LICENCE #: \_\_\_\_\_ STATE: \_\_\_\_\_  
 I HAVE ATTACHED A PHOTOCOPY/PHOTO OF BOTH SIDES OF MY LICENCE:

**YOUR BUSINESS DETAILS**

BUSINESS NAME: \_\_\_\_\_ MOBILE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

**DELIVERY DETAILS**

DELIVERY ADDRESS: \_\_\_\_\_  
 CITY/SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 SPECIAL DELIVERY INSTRUCTIONS: \_\_\_\_\_

**WORKSTATION DETAILS**

TYPE	QTY	CORNERS	COLOUR	POWER	LEG COLOUR	BUILD FEE
SINGLE						N/A
BOOMERANG						\$150
DOUBLE						N/A
MULTI						POA

**EXTRAS - CHARGES APPLY - SEE CURRENT PRICE LIST**

DRAWERS	QTY	BUY	PAYMENT PLAN	EXTRA FILTERS	QTY	FABRIC TYPE	EDGES
BLACK		<input type="checkbox"/>	<input type="checkbox"/>	PRIMARY (4)		<input type="checkbox"/> CLASSIC	<input type="checkbox"/> BLACK
CHROME			Initial deposit + 12 monthly payments	SECONDARY (2)		<input type="checkbox"/> VOGUE	<input type="checkbox"/> WHITE
						<input type="checkbox"/> EXOTIC	

**GEL RESTS - CHARGES APPLY - SEE CURRENT PRICE LIST**

TYPE	BLACK	PINK	RED	LIME	LILAC
HEART					
LONG					

ORDER NUMBER	OFFICE ONLY: TFR O/N

CONTRACT LENGTH	
<input type="checkbox"/> 12 MONTH	<input type="checkbox"/> 24 MONTH
SINGLE/DOUBLE	BOOM/MULTI

**DAMAGE WAIVER / WORKSTATION : \$200**

**PAYMENT METHOD** CHEQUE  CASH  DIRECT DEBIT  DIRECT DEBIT DATE: \_\_\_\_\_  
 CREDIT CARD  EXP \_\_\_\_\_

\*The payment of the Damage Waiver covers the hirer for accidental damage to the goods supplied by the owner.  
 \*In the event of accidental damage causing the goods to stop working, the hirer shall contact the owner immediately and shall not cause any repairs or other such work to be done on the goods. If the goods cannot be repaired, the owner shall replace same in reasonable time. The hirer shall pay a secondary damage waiver fee for the Damage Waiver to continue on the newly supplied or repaired goods.  
 \*If at the termination of the hire the goods are returned in good working order, the Damage Waiver will be refunded.

^ CONDITIONS APPLY

**DIRECT DEBIT REQUEST: \$ \_\_\_\_\_ / WORKSTATION / MONTH + EXTRAS ORDERED**

<b>REQUEST AND AUTHORITY TO DEBIT</b>	SURNAME OR COMPANY NAME: GIVEN NAME OR ACN/ABN: Request and authorise emendee Pty Ltd to arrange for an amount emendee Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below.
<b>DETAILS OF ACCOUNT TO BE DEBITED</b>	FINANCIAL INSTITUTION: BRANCH: ACCOUNT NAME: BSB: ACCOUNT NUMBER: CREDIT CARD: _____ EXP: _____

I/we authorise you until further notice in writing to debit my/our account with you all amounts which EMEENDEE PTY LTD (hereinafter referred to as the initiator) the registered initiator of the of the above Authorisation code, may initiate by Direct Debit. I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

**SIGN HERE**

**DEBIT DATES** The first debit will be made on the 1st or the 15th of the month, whichever comes first after the table delivery and at monthly intervals thereafter.

By signing the hirer acknowledges they have received, read and accepted a copy of the terms and conditions of hire and have received or downloaded a current version of the emendee Pricelist.


DATE: \_\_\_\_\_

**SIGN HERE**

emendee REPRESENTATIVE  
 IF NOT APPLICABLE TO YOU - LEAVE BLANK

**emendee** pty ltd

ABN: 91 107 162 710 IRD: 111 919 755

+61 7 5541 4185 

+61 7 5541 1861 

PO Box 488 Beaudesert QLD   
AUSTRALIA 4285

sales@emendee.com.au 

www.emendee.com.au 

## ORDER NOTES

## TERMS AND CONDITIONS - AUSTRALIA

### A. DEFINITIONS

For the purpose of this hire contract, the following words shall have the corresponding meanings as defined hereunder.

- (a) "Owner" shall mean emendee Pty Ltd
- (b) "Hirer" shall mean those persons, firms or corporations as stated in the hire form of the attached schedule and shall include those individuals named in the hire form as those who will be using the goods.
- (c) Goods means those goods as described in the hire form of the attached schedule.
- (d) "Loss or Damaged" shall include the property damage, personal injuries consequential loss or damage and any incidental costs or expenses including legal costs.

### B. PERIOD OF HIRE AGREEMENT

1. During the term of this agreement, the hirer shall hold the goods as bailee to the owner.
2. This agreement shall commence on the commencement date as stipulated on the Hire Contract and shall be for a minimum period of 12 or 24 months as stipulated on the hire contract. 30 day grace notification period from hirer date inclusive.
3. This agreement shall cease upon the return of the appliance in good working order after the current hire period.
4. The damage waiver/s held by emendee Pty Ltd, will be refunded in full to the hirer less \$40 for PPSR registration and deregistration at the completion of condition B. 3. less any outstanding hire fees, cleaning fees, and/or any other charges that may be outstanding to emendee Pty Ltd.

### C. ACKNOWLEDGMENT OF THE HIRER

1. The hirer acknowledges that upon delivery the hirer has examined the products, any faults emendee Pty Ltd must be notified within 7 days.

### D. RIGHTS AND LIABILITIES OF THE HIRER

1. Each hirer shall:
  - (a) duly and punctually pay the cost of the hire at the rates as stipulated by direct debit in the hire form initiated by emendee Pty Ltd. (Payments that bounce will incur an additional \$40 charge + full bank fees)
  - (b) be solely responsible for any loss or damage arising out of the use of the goods and which is suffered by the hirer or any third party whether or not such damage is caused by accidental events, acts of third parties, or unauthorised acts of agents of the hirer or acts of agents of the hirer or acts of the hirer's employees, such acts occurring otherwise than in the course of his or her employment.
  - (c) notify the owner for any loss or damage.
  - (d) indemnify the owner for any loss or damage arising out of the use of the goods and as a result of the hirer's acts or omissions, be they intentional, negligent or accidental.
  - (e) in the event of the breakdown of the goods, the hirer shall immediately notify the owner and shall not cause any repairs or other such work to be done on the goods.
  - (f) ensure that the goods shall be in a clean state upon the cessation of this agreement.
  - (g) notify emendee Pty Ltd of the address where the workstation is located within 14 days of relocation. Failure to do so can be construed as theft of the item and all relevant authorities will be notified.
2. The hirer shall not:
  - (a) cause, permit or allow any third party save those who are named in the hire form of the Hire Contract to have custody, control or possession of the goods.
  - (b) hire the goods to a third party.
  - (c) sell, offer to sell, mortgage, pledge, lend or otherwise deal with the goods.
  - (d) cause, permit or allow his or her interest pursuant to this agreement to be assigned to any third party.
  - (e) use or deal with the goods in any manner other than stipulated by the manufacturer.
3. A demand by only one co-worker constitutes a valid demand.
4. Each co-hirer shall be liable for the acts or defaults of the other, whether such acts or defaults be done or committed without the express or implied knowledge or authority of the other and whether or not such acts or defaults are done or committed negligently, carelessly, recklessly or accidentally.
5. Nothing in the agreement may be construed as being implied or express consent or authorisation by the owner to the hirer to cause, permit or allow any improvement of any nature to be done or to cause, permit or allow any work to be performed upon or in relation to the hired goods.
6. The hirer recognises that if a specialised service is required on delivery or return of the products hired from emendee Pty Ltd, due to no one being available at the place of business to assist the courier driver, that this fee will be on-chargeable from emendee to the hirer.

### E. DUTIES AND OBLIGATIONS OF THE OWNER

1. Any breach by the hirer of any of the terms contained herein shall entitle the owner to terminate the agreement and to demand delivery-up of possession of the goods forthwith.
2. A hirer shall be deemed to have been served with a notice of deliver-up if such a notice is served upon the hirer or any person at the premises as described in the hire contract.
3. Monies will be charged for redemption & completion of hire. (eg: travel, freight, remaining hire period, etc)

### F. PPSA

You agree that these Terms and Conditions constitute a Security Agreement within the meaning of the Personal Property Securities Act (PPSA) and that you are granting a security interest to us under the PPSA. You acknowledge that we will register our security interest on the Personal Property Securities Register (PPSR). The hired goods will be listed as Purchase Money Security Interest (PMSI). This listing will be charged to your damage waiver as per clause B.4.

### DIRECT DEBIT REQUEST SERVICE AGREEMENT DEFINITIONS

- **account** - the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- **agreement** - this Direct Debit Request Service Agreement between you and us.
- **business day** - a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** - the day that payment by you to us is due.

- **debit payment** - a particular transaction where a debit is made.
- **direct debit request** - the Direct Debit Request between us and you (and includes any Form PD-C approved for use in the transitional period).
- **transitional period** - the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.
- **us or we** - EMENDEE PTY LTD, the Debit User you have authorised by signing a direct debit request.
- **you** - the customer who signed the direct debit request.
- **your financial institution** - the financial institution where you hold the account that you have authorised us to arrange to debit.

### 1. DEBITING YOUR ACCOUNT

- 1.1. By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2. We will only arrange for funds to be debited from your account as authorised in the direct debit request OR We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

### 2. CHANGES BY US

- 2.1. We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

### 3. CHANGES BY YOU

- 3.1. Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us in writing to emendee Pty Ltd PO Box 488 Beaudesert Qld 4285 Australia or via email at sales@emendee.com.au
- 3.2. If you wish to stop or defer a debit payment you must notify us in writing at least 30 days before the next debit day. This notice should be given to us in the first instance.
- 3.3. You may also cancel your authority for us to debit your account at any time by giving us 30 days notice in writing before the next debit day. This notice should be given to us in the first instance.

### 4. YOUR OBLIGATIONS

- 4.1. It is your responsibility to ensure that there are sufficient clear funds available in your Account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2. If there are insufficient clear funds in your account to meet a debit payment:
  - (a) you may be charged a fee and/or interest by your financial institution;
  - (b) you may also incur fees or charges imposed or incurred by us; and
  - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3. You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4. If EMENDEE PTY LTD is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay EMENDEE PTY LTD on demand an amount equal to the consideration payable or the supply multiplied by the prevailing GST rate.

### 5. DISPUTE

- 5.1. If you believe that there has been an error in debiting your account, you should notify us directly on 07 5541 4185, mail emendee Pty Ltd PO Box 488 Beaudesert Qld 4285 Australia or via email at sales@emendee.com.au and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

### 6. ACCOUNTS YOU SHOULD CHECK

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

### 7. CONFIDENTIALITY

- 7.1. We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2. We will only disclose information that we have about you:
  - (a) to the extent specifically required by law; or
  - (b) for the purpose of this agreement (including disclosing information in connection with any query or claim).

### 8. NOTICE

- 8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to emendee Pty Ltd PO Box 488 Beaudesert Qld 4285 Australia or via email to sales@emendee.com.au
- 8.2. We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3. Any notice sent via ordinary post will be deemed to have been received seven business days after it is posted.
- 8.4. We will notify you by sending a notice to the email address listed on this agreement or the updated email address given during the term of the hire. Any notice sent via email will be deemed to have been received two business days after emailing.