



Service Terms and Conditions Of Hire

Ambiance9, We, Us, Our and similar expressions, refers to Nothin' Much Pty Ltd trading as Ambiance9 (ACN 30 619 811 933), and where applicable their related bodies trading as Glenmore Park Property Staging, Penrith Property Staging and Glenmore Park Property Staging. You, the Hirer, and similar expressions, refers to the person, corporation, trust, or partnership purchasing or hiring equipment from Us and whose name appears in the Delivery Documents.

If You need to contact Us for any reason in an emergency or otherwise our current contact and emergency/after-hours telephone numbers can be found at <http://ambiance9.com/contact>. These conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document. Any quotation, credit application, delivery docket or any hire schedule form part of these terms, whether signed by You or not (together with the terms, the Agreement). You should read and carefully consider these terms and conditions before taking delivery. For the purposes of this Agreement, 'Goods' shall mean any and all items of furniture or equipment described in the quotation or provided to You whatsoever pursuant to this Agreement.

Hire Period and Key Hire Terms

The period of hire of the Goods shall commence on the earlier of the date on which You take possession or on delivery of the Goods to the address nominated by You. The period of hire will continue for the minimum period of hire specified in Ambiance9's quote to Hirer ("Minimum Hire Period") or the later of (i) the date on which Ambiance9 collects the Goods from Hirer or (ii) the date on which Ambiance9 accepts the return of the Goods from Hirer, whichever is the longer ("Hire Period"). The Hire Period includes all Weekends and public holidays. If a fixed period has been agreed, you may only change the Hire Period with our written consent.

We agree to hire You the Goods on an exclusive basis in good working order, free from defects. We hire our Goods by specification, and We guarantee that they are fit for the purpose for which goods of that kind are commonly supplied. You decide what specific purpose to use them for. Unless specifically stated in writing on the quotation, we take no responsibility and give no warranty (save for any ACL Warranty), for the suitability of the use of the Goods and You agree that before taking possession of the Goods, that You have satisfied Yourself as to the suitability, condition and fitness for the purpose that You intend to Use them.

Any extension to the Hire Period is subject to Ambiance9's prior agreement and Ambiance9 is not liable if for any reason the Goods are not available for hire after the expiry of the Minimum Hire Period.

Title

Ambiance9 always remains the owner of the Goods. Hirer holds the Goods as bailee only during the Hire Period. We retain title to the Goods even if You go into bankruptcy or liquidation during the Hire Period. The Goods shall be at Hirers risk from delivery or collection by You (whichever is the sooner).

If the Goods are sold to You, ownership of the Goods will remain with Us until all amounts owing by You (to Us) are paid in full. If You do sell the Goods in the ordinary course then You agree that You must hold any proceeds from the sale of the Goods as trustee and agent of Ambiance9 and that You will place the same in an ADI account, separate from Your own monies and You must not allow any person to have control of or grant a security interest over the proceeds or the accounts in which they are held.

Hire Fees

Hirer must pay the hire fees specified in Ambiance9's quote to You ("Hire Fees") for the duration of the Hire Period and in accordance with this Agreement.

All fees must be settled by way of our payment gateway with 'Style Flow'. You will receive a text and email notification with the link and either payment or completion of a finance application must be completed by the requested payment date.

In respect of the hire of Goods for residential purposes, the Hirer acknowledges that We hire Goods in blocks of 7-day periods ("Block Period"). In the event that the Hirer returns the Goods within any block period, Hirer confirms and acknowledges that the Hirer is liable to pay all Hire Fees due up to and including the expiration of the 7th day of the block period after the return of the Goods.

Hirer must pay the Hire Fees for the Goods for the Minimum Hire Period notwithstanding earlier return of the Goods or part of the Goods.

Unless otherwise agreed, the Hire Fees are due monthly in advance.

The Hire Fees shall include all (i) delivery, collection or installation costs and charges (ii) cleaning or repair charges if the Goods are not returned in clean and good condition (iii) stamp duty or GST (if applicable) (iv) credit card charges and (v) any other charges or costs described in our quotation to You.

Payment Terms and GST

Payment selection and required applications must be completed, no later than 7 days prior to the delivery of goods from Ambiance9.

You acknowledge that we have a security interest in the Goods for the purposes of the Personal Property Securities Act (Cth) (PPS Act) and to the extent applicable the PPS Act applies. To give effect to the above, Hirer consents to Us affecting a registration on the Personal Properties Securities Register (PPSR) (in any manner We consider appropriate) in relation to any security interest arising under or in connection with this Agreement or any hire agreement and Hirer agrees to provide all assistance reasonably required to facilitate this. Hirer also undertakes to do all such things, including executing any new document or providing any information that is required by Us so that We acquire and maintain a perfected security interest under the PPS Act in respect of the Goods and its proceeds, so that We may register a financing statement or financing change statement and to ensure that our security position, and rights and obligations, are not adversely affected by the PPS Act.

The Hire Fees, delivery charges and any other charges due under these this Agreement (together the "Charges") are inclusive of GST.

Despite anything else in this agreement to the contrary, to the extent that we are liable to pay GST in connection with any taxable supply pursuant to this agreement (the affected supplies) .

We must comply on demand with our obligations in relation to the issue of any relevant tax invoice to You.

In the event that the Hirer is a partnership, corporate entity or the Trustee of a Trust, the person/persons who opens the account and/or who signs the Delivery Documents thereby acknowledges and confirms that person/persons has/have the authority to bind the partnership/corporate entity/Trustee of the Trust and that the partnership/corporate entity/Trustee of the Trust, is bound in accordance with these Terms and Conditions. The person/persons who opens the account and/or signs as indicated in this clause confirm and acknowledge, in consideration of Ambiance9 hiring the Goods to the Hirer, that he/she/they personally guarantee the payment of any monies and the performance of any act, matter or thing set out in these Terms and Conditions, in default of the Hirer paying such monies or doing the act, mailer or thing.

We may apply amounts received in connection with this Agreement to satisfy obligations secured by a security interest contemplated by this Agreement in any way We determine whatsoever which will unless otherwise notified by Us, be an allocation firstly towards recovery fees and costs thereafter to interest and finally to a reduction of the Hire Fees.

Delivery and Return

Upon delivery, collection or return of the Goods, Hirer must check the Goods and quantities delivered (or returned). If there are any discrepancies between the Goods delivered and the quoted order or return docket, the Hirer must note them at the time of delivery or collection by amending the relevant documents in the presence of a Ambiance9 representative.

In the event that Ambiance9 is to collect Goods from the Hirers address, Hirer must notify Ambiance9 when the property has exchanged contracts and cooled off or that the property did not sell and the Goods are to be collected. The Hirer must provide Ambiance9 (7) seven business days prior written notice by email. Ambiance9 will confirm the date for collection with Hirer. Goods may/will not be collected until a written confirmation is provided by Ambiance9 to the Hirer or their nominated Agent.

Ambiance9 will endeavour to effect delivery and collection of the Goods at the times indicated by Hirer but will not under any circumstances be liable for any delay in delivery or collection or for failure to deliver or collect. Ambiance9 reserves the right at any time to refuse any carrier of the Hirer.

Your obligations to Us

Hirer must:

Keep the Goods in proper working order and condition;

Store the Goods safely and securely and protected from theft, seizure, loss or damage;

Not alter, tamper, damage or repair the Goods without our written consent;

Not remove any label, identifying mark or safety instruction from the Goods;

Not remove the Goods from the location described in the quotation;

Not remove the Goods from the position they have been placed in at the time of installation;

Allow Us (or our nominated person) at any time during the Hire Period, to enter the premises where the Goods are stored to inspect the Goods;

Notify Us immediately if there is any loss or damage.

If the Goods are damaged (other than fair Wear and tear) and capable of repair, Hirer must compensate Ambiance9 for the cost of repair. If the Goods are lost or damaged beyond repair, Hirer must pay Ambiance9 the new replacement cost of the Goods and any other costs incurred by Ambiance9 due to the loss or damage of the Goods.

Hirer will maintain at its own expense during the Hire Period all appropriate policies of insurance. The Hirer must produce on request appropriate evidence of insurance (including, but not limited to, insurance for fire damage and theft) before the date of delivery of the Goods to the Hirer.

Hirer must not sell, offer for sale, part with possession of, mortgage, assign, transfer, charge, encumber or otherwise deal with the Goods or these Terms in any way without Ambiance9's prior written consent.

In the event that the Goods are lost or damaged in circumstances where a claim can be made upon insurance effected by Ambiance9 pursuant to these Terms then the Hirer must;

Report the damage or loss to Ambiance9 and the Police (If appropriate) immediately upon the Hirer becoming aware of such loss or damage;

Provide all necessary co-operation to Ambiance9, the Police and the insurer in respect of any claim;

Immediately upon demand pay to Ambiance9 any excess payable by Ambiance9 on the insurance effected by Ambiance9;

This provision does not in any way affect the Hirer's liability for any loss or damage to the Goods or any monies payable pursuant to those Terms.

Hirer waives the right to receive any notice under the Act (including notice of a verification statement) unless the notice is required by the Act and cannot be excluded.

Hirer acknowledges that if our interest under this Agreement or any hire agreement is a security interest for the purposes of the Act:

That security interest relates to the Goods and all proceeds of any kind; and

Each hire agreement is a security agreement for the purposes of the Act.

We may in our absolute discretion perfect any security interest held by Us against any third party on whose site the Goods are located in any manner that We consider appropriate to protect our interest in the Goods.

If requested by Us, Hirer must provide Us with all details as to the location of the Goods and the identity of any sub- lessee or third party that has been given possession.

(Subject always to our consent) If the Hirer sub-leases or provides the Goods to a third party the Hirer must do everything required to ensure that the Hirer's security interest has attached and is perfected by registration on the PPSR.

You undertake not to:

Register a financing change statement in respect of a security interest contemplated or constituted by this Hire Agreement without Our prior written consent; and

Register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without Our prior written consent.

If the PPS Act applies to the enforcement of a security interest arising under this Agreement:

Section 115(1) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and

Section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.

Hirer agrees not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. You waive any right You may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of the above information.

For the purposes of section 20(2) of the PPS Act, the collateral is the Goods. This Agreement is a security agreement for the purposes of the PPS Act.

You agree to notify Us in writing of any change to Your details set out in the Credit Application, within 5 days from the date of such change.

Sale of Goods

Subject to Ambiance9 prior written consent and agreement between Hirer and Ambiance9 as to the sale price, Ambiance9 may, at Hirer's request, agree to sell the Goods to Hirer at the expiry of the Hire Period. The Goods are not in any other circumstances offered for sale. For the avoidance of doubt, Hire Fees are payable for the Goods up until payment has been received in full by Ambiance9.

Termination and Access for Repossession

Without affecting any other rights Ambiance9 may have, Ambiance9 may terminate these Terms at any time without liability to Hirer if Hirer (i) breaches these terms. (ii) fails to pay any amount when due, or (iii) becomes bankrupt, insolvent, or is placed in liquidation, administration or receivership, and in any such case Ambiance9 may repossess the Goods.

Without adversely affecting Ambiance9's other rights and remedies, upon termination of these Terms for any reason and/or upon expiry of the Hire Period (i) Hirer must provide Ambiance9 with all reasonable assistance in locating and collecting the Goods; and (iii) Hirer acknowledges and agrees that Ambiance9 or its employees or agents shall be entitled to enter Hirer's premises where the Goods are, or Ambiance9 reasonably believes the Goods are, in order to re-take the possession of Goods. Hirer indemnifies Ambiance9 against any liability, damage, loss, cost, charge, or expense arising directly or indirectly out of Ambiance9 exercising this right of entry.

If the Goods are not returned to Ambiance9 in the condition they were provided to the Hirer (subject to reasonable wear and tear) at the expiry of the Hire Period, or within seven (7) days of Ambiance9 making written demand, Hirer must pay Ambiance9 the new replacement cost of the Goods and any other costs incurred by Ambiance9 due to the loss of the Goods.

Force Majeure

Ambiance9 will not be liable for the consequences of any circumstance reasonably beyond Ambiance9's control which affects its obligations under this Agreement.

Variation

From time to time We may change or vary this Agreement. We will give You 28 days written notice of our intention to do so and if You reasonably believe that the varied terms are detrimental to Your rights You may terminate this Agreement without penalty but only on the condition that a notice of termination is received by Us in writing within 28 days from Your receipt of our intention to vary these terms. Otherwise, a variation may only be made in writing by each of Us.

Indemnity and Limitation of Liability

All guarantees, terms, conditions, warranties, undertakings or representations express or implied in any way relating to this Agreement are excluded to the maximum extent permitted by law. Notwithstanding this, nothing in this Agreement restricts or modifies any right or remedy including any guarantee imposed or implied under the Australian Consumer Law (if applicable) which contains guarantees to protect consumers of certain goods and services.

To the extent that We are able to determine the same our liability for breach is limited to (at our sole discretion):

In the case of Goods, the repair or replacement of the Goods or the supply of substitute Goods (or the cost of doing so); or

In the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

Save for any liability that We may not exclude, to the maximum extent permitted by law, our liability for all claims arising under this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, is limited to an amount equal to the Hire Fees paid by You under this Agreement.

Subject to the provisions of this Clause 12, We are not liable

for any consequential, indirect or special loss or damage, loss of profits, loss of business, business interruption, costs or amounts that You are liable for arising out of any loss suffered by third parties under or relating to this Agreement, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

You must indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred against or by Us in respect of:

Personal injury;

Damage to tangible property; or 12.5.3. a claim by a third party, in respect of Use of the Goods. To the extent that our loss is caused by our negligence, Your liability is diminished.

General

These Terms are governed by the laws of New South Wales, Australia and each party submits to the nonexclusive jurisdiction of the courts of New South Wales. A provision of or right created under this Agreement will not be waived by Ambiance9 or varied except in writing signed by an authorised representative of Ambiance9. A waiver by Ambiance9 of a provision will not waive any other provision of this Agreement or constitute a continuing waiver unless expressly provided. If a provision or right or remedy of a party under this Agreement is void or unenforceable for any reason than that part will be read down or severed from this Agreement without affecting the validity or enforceability of the remaining provisions. You are not entitled to set off against or deduct from the price any sums owed or claimed to be owed to You by Us. The description, illustration and performance of any product contained in our catalogue, marketing material, price list or advertising does not form part of this agreement unless expressly set out in this agreement. We may complete any blanks on any form on Your behalf.

By accepting our quotation and or payment or payment for any goods or services provided to you by ambiance9. The Hirer/Customer hereby acknowledges and agrees to comply with the terms of trade as set out in the standard terms and conditions of lease and to advise Ambiance9 of any change of ownership or address details etc. immediately.