



## **RENTAL AGREEMENT - OFFER TO RENT**

The Offer to Rent contains the Description, Make, Model and serial number of the appliances/s you wish to rent. It also contains the rate of rental, period of rental, damage waiver and excess amounts. We also list the cash price of the item, along with a 6 month and 12 month payout amount.

You then can nominate how you would like to pay your rental payments, weekly, fortnightly or monthly. We require you to pay by Direct Debit, Centrelink or Credit Card.

**A CANCELLATION FEE WILL BE CHARGED SHOULD THIS AGREEMENT BE TERMINATED WITHIN THE CONTRACT INITIAL TERM. THE CANCELLATION FEE WILL BE THREE TIMES THE MONTHLY RENTAL.**

1. Rental items are not covered by insurance against Fire, Theft, Burglary, Accidental or Wilful Damage and you agree to indemnify Rent & Own for the replacement value if any such loss occurs.
2. Payments must be received by the due date or a \$15.00 late fee may apply.
3. Rental items must not be removed from the premises without prior written consent of Rent & Own.
4. You must keep the rental items for at least the minimum period to avoid being charged a cancellation fee.
5. If paying by Direct Debit and you dishonour the direct debit three or more times, your contract will be terminated.

You are required to read the Rental Agreement - Offer To Rent and sign by signing you acknowledge having read and understood the above and the specific conditions 1 - 5 have been highlighted to you and are to be read in conjunction with my/our rental agreement with Rent & Own and hereby declare that the above information is true and correct (personal details and references) and that you are over the age of eighteen years and that I am not an undischarged bankrupt nor have I ever been bankrupt. By signing you also acknowledge to have received the goods in good order and condition.

## **RENTAL AGREEMENT - TERMS AND CONDITIONS**

1. The offer made herein by the renter shall be deemed to have been accepted by the Company upon the installation or delivery of the goods in the premises in the schedule. Notwithstanding acceptance of the Company by installation or delivery as aforesaid, the Company may at any time within one calendar month from the date of the signing of the offer by the Renter, without notice of and without being bound to give any explanation, rescind this agreement ab initio and take possession of the said goods, upon repayment to the Renter of all monies paid by him hereunder.
2. The Company may terminate the renting at the expiry of any paid up term during the term of renting (whether during the initial term or not) without previous notice thereof to the Renter, or forthwith on any breach of this agreement by the Renter, or if the Renter shall become bankrupt or assign his estate for the benefit of his creditors or shall suffer execution upon any of his goods or shall become lunatic or of unsound mind. If, on termination of the renting the Renter shall fail to deliver the said goods to the Company or as it shall direct, the Renter shall on demand pay to the Company all costs, expenses and changes (legal or



otherwise) sustained or incurred by the Company in recovering possession thereof and or in recovering any amount to which it shall be entitled hereunder.

3. The Renter hereby acknowledges the Company's title to the goods described in the schedule and the company's right to immediate possession thereof upon termination of the renting or of this agreement. Nothing herein contained shall be construed as an offer by the Company to sell the goods to the Renter or the grant of an option to the Renter to purchase the goods.

4. The Company undertakes to keep the said goods and replace any parts which are faulty due to fair wear and tear.

5. The Renter shall keep the said goods in good order and condition and shall indemnify the Company against any loss or destruction thereof or damage thereto from any cause whatsoever (fair wear and tear only excepted) at all times during the renting and until the goods shall have been delivered to the Company or as it shall direct.

6. The Renter shall not create any change, lien or security upon the said goods nor allow the same to go out of his personal control and shall notify the Company immediately of any seizure or attempted seizure thereof.

7. The renter permits any person authorised by the Company to inspect and test the the said goods from time to time and enter upon any premises where the said goods may be at all reasonable times.

8. Should the Renter default or be in breach of any of this agreement it is acknowledged that the Company, its officers, agents or servants shall have the right to regain possession of the goods referred to in the schedule hereto. The Renter hereby authorises and permits the said Company by its officers, agents or servants to enter upon the said premises where the goods are situated for the purpose of this clause and the Renter agrees that he shall have no claims whatsoever against the Company arising out of any exercise by the said Company of its right hereunder.

9. All payments by the renter shall be made at the place of business of the Company or to such other person or place as the Company directs.

10. All rental instalments are payable in advance on or before the due date. In each and any event whereby the Renter fails to forward such rental instalments on or before the due date without written consent of the Company to such, the Renter shall pay the Company an additional sum by way of recompense for its time and trouble AND the parties agree that the sum of \$ 15.00 is to be accepted as liquidated damages for each occasion upon which any rental instalment, or part thereof, is collected in the field by the Company or on its behalf.

11. The Company reserves the right (subject to any legislation for the time being in force) to increase the rental payable by the renter at any time after 6 months from the date hereof. Such increase of rental shall be payable immediately on publication by or upon notice being given by the Company in any manner whatsoever, provided nevertheless the Renter shall thereupon have the right to return the goods to the Company at its address stated overleaf and determine this Agreement upon payment of the rentals up to the date of the re-delivery of the goods to the Company.

12. It is acknowledged and agreed by the Renter that the rate of rental has been calculated on the basis that the Company is not liable to pay in respect of the Goods any licence fees, taxes, surtaxes, imposts, charges and/or levies to governments or governmental or semi-governmental instrumentalities. To the maximum extent permissible by law the Renter agrees that he will pay by way of additional or increased rent an amount equivalent to any



additional or other monies paid or payable from time to time by the Company in respect of any liability imposed on the Company under or by virtue of its ownership of the goods or by virtue of this Agreement notwithstanding that any statute, amendment, ordinance, proclamation, order, regulation, Ministerial direction, moratorium or the like at any future date directly or indirectly imposes such liability on the Company.

13. Where a deposit has been paid to the Company upon signing of this offer and the Renter has duly complied with all the terms and conditions herein, the Company shall refund in full the amount of the deposit to the Renter at the termination of the renting and upon return of the goods to the Company.

14. The conditions set out on this page constitute the whole agreement between the Renter and the Company and no officer, servant or agent of the company has any authority to vary, add or omit any of the terms or conditions hereof.

#### **PRIVACY ACT (1988) AUTHORITY AND ALL FUTURE AMENDMENTS**

15. If the Company considers it relevant to assessing my/our application for personal credit, I/we agree to the Company obtaining a report about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons.

16. If the Company considers it relevant to assessing my/our application for commercial credit, I/we agree to the Company obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by the Company.

17. If the Company considers it relevant to collecting overdue payments in respect of commercial credit provided about me/us in relation to collecting overdue payments.

18. The goods remain the property of the Company until the final payment is received.

19. I/we agree that the Company may give to and seek from any credit provider named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/we understand that the information may be used for the following purposes:

- To assess an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of this loan where I/we am/are in default with other credit providers
- To assess my/our credit worthiness.

You are then required to sign acknowledging you have read, comply with and understand the above. Your signature will be witnessed by a staff member of Rent & Own.