



Business Terms and Conditions

1. DAMAGE BOND

A fully refundable deposit of \$1,000 will be charged as a bond in order to cover insurance excess should any of the furniture be damaged in any circumstance. If there is a case of damage you may alternatively choose to pay for the damaged item instead and the bond will still be refunded in full. Once pack up is completed the bond will be refunded to your chosen account.

2. HIRE EXTENSION

It is the client's responsibility to contact KM Interiors if they would like to request an extension and it must be done at least three working days prior to original term expiry. If an extension is required the agreement will switch to a weekly term at 25% +GST of the original hire term cost per week. In case of this occurrence we collect your credit card details for security and payment. Your card will be charged weekly until we are notified that you wish the agreement to be terminated and our stock to be picked up.

3. REBATES

A rebate will not be provided if the property is sold prior to the agreed hire period. KM Interiors reserves the right to collect furniture on the first available day following a successful sales result or in the event that the client declines any offer to extend the hire agreement.

4. CONFIRMATION AND CANCELLATION

The client agrees to pay the quoted price as confirmation. For confirmations made earlier than 3 weeks prior to installation a 50% deposit is due. The balance payment is due 2 weeks prior to installation. Where the client cancels the agreement by providing not less than 5 days written notice prior to installation a cancellation fee applies. The cancellation fee is 25% of the total quoted amount.

5. WALL FIXINGS

These will be installed by a professional picture hanger who will use fasteners (hooks, nails, screws, etc.) to hang wall art. We do not use adhesive hooks. It is not our responsibility to remove or repair walls. If you do not wish to have art hung please inform us before installation.

6. VARIATIONS

Any changes requested by the client (or their agents) following installation will be charged at a minimum of \$300.00 plus any additional hire and transport fees applicable. Rebates will not be offered for items removed.



7. PAYMENT AGREEMENT

The quoted price is accepted as well as the conditions outlined to hereby engage KM Interiors to prepare the property for the sale campaign. Additionally, you agree to pay the outstanding balance of the quoted price prior to the commencement of works.

Service Agreement

Your signature on the quotation is acceptance of the following detailed Service Agreement terms and conditions Kerry Melbourne Interiors (KM Interiors Pty Ltd ABN: 57659340422) operates under:

The client (which includes you, any agent representing you and any guarantor) hereby:-

- Rent from KM Interiors (we or us) for the hire period, which includes all items, articles, accessories and documents supplied with the goods; and accepts the scope of works to be performed by KM Interiors as specified in the quote.

This document records the Hire Terms and Conditions on which KM Interiors agrees to hire furniture to the customer. KM Interiors may in its absolute discretion decline to hire any Furniture to a Customer. KM Interiors may at any time vary these terms and conditions without notice. Variations to these terms and conditions will apply to hire agreements entered into after the variations have occurred.

Costs and Fees

The client agrees to complete the Service Agreement with 100% of the charge paid prior to installation. An additional fee of at least \$300.00 may be charged for delivery of hired items where changes are requested by the client. Property access and personal items KM Interiors, its employees and subcontractors have access to the clients' property as agreed. Prior to work commencing the client is advised to remove any valuable or breakable personal belongings from the property. KM Interiors accepts no liability resulting from damage or loss of personal property. The client is responsible for arranging clear access for delivery and collection of the hired goods. If KM Interiors' employees or subcontractors are unable to gain access or access is limited or delayed for whatever reason, the client will pay additional costs incurred. These additional costs will be calculated at the rate of \$120.00 per hour. We use a professional picture hanger who will use fasteners (hooks, nails, screws, etc.) to hang wall art. We do not use adhesive hooks. It is not our responsibility to remove fixings or repair walls. If you do not wish to have art hung please inform us before installation.

Protection of our goods

The client must not alter or modify the hire goods. The client must not remove the hire goods from the property without the written authorisation of KM Interiors. The client must take reasonable steps to protect the hire goods from loss or damage. If any hire goods are lost or damaged, other than fair wear and tear, the client will be liable for the full cost of repair or replacement. This includes damage caused by your pets / animals.

Use of Hire Goods

The client agrees only to use the goods in a proper manner and in accordance with any manufacturer's requirements or guidelines. If the goods are damaged or in need of repair. The client agrees to notify us immediately.

Risk

The client agrees to use the hire goods at their own risk. KM Interiors are not liable for any direct or indirect loss arising from the use of the hire goods or any damage or defect in the goods. The client indemnifies KM Interiors against any claims arising from the hire or use of the hire goods.

Privacy Policy

KM Interiors is required to handle any personal information in accordance with the national privacy principles contained in legislation. Please see our website for our privacy policy: www.kmis.com.au/privacy-policy



Hire Period Extension

The hire period may be extended by mutual agreement. KM Interiors must be notified of your intention to extend the hire period within 3 working days of your nominated auction or sale date. Once the original hire term has expired, if an extension is required the agreement will go to a weekly extension at 25% +GST of the original hire term cost per week. It is the client's responsibility to contact KM Interiors if they would like to request an extension and must be done at least three working days prior to original term expiry.

Termination and Repossession

KM Interiors may terminate this agreement if: -

- a) The client breaches this agreement.
- b) The hire goods are lost or damaged.
- c) Any amount due is unpaid.

At termination the client must make the goods available for collection. You must provide us with all reasonable assistance to locate and collect the hire goods. The client grants the agents of KM Interiors the right of entry into premises or any premises where it is believed the hire goods are stored, using such force as is necessary, to repossess the hire goods. We will not be liable for any damage to property caused by any person in collection of the hire goods. If the hire goods are not available for collection at the nominated time, the client will be liable for any additional cost we incur. Hire fees will continue until the goods have been collected by us. Any termination will not prejudice any right to recover any unpaid amounts.

Outstanding Debt

The client is liable for any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees and solicitors' costs and will be required to pay these costs.

Definitions and Interpretation

Business Hours means 8:30am to 5.00pm Monday to Friday (excluding public holidays).

Claim includes any claim, including a notice, demand, debt, account, action, expense, damage, the loss, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

Cancellation Fee means 50% of the Hire Charge may be payable where the Customer cancels within 72 hours of commencement.

Collection Date means the last day of the Hire Period or otherwise agreed in writing.

Commencement means the date when the Customer takes possession of the furniture.

Consumer Guarantee means a consumer guarantee as it applies to supplies made under these terms and conditions, as set out in under Part 3- 2, Division 1 of the Australian Consumer Law.

Delivery Date means the delivery date described in the Quotation, invoice or otherwise agreed in writing.

Event of Default means an event of default described in clause 6.1.

Furniture means any kind of furniture and accessories including but not limited to chairs, tables, beds, soft furnishings, linen, artwork, plants, lighting and any other equipment owned by KM Interiors and hired to the Customer in accordance with these terms and conditions.

GST has the meaning given in GST Law.

GST Law has the meaning given in A New Tax System (Furniture and Services Tax) Act 1999 (Cth).

Hire Bond means the security bond the Customer must pay KM Interiors via credit card or payment of \$1,000 in cleared funds (or other means as agreed with KM Interiors) as security for any damage over and above normal wear and tear, howsoever caused, to replace items damaged beyond repair and to cover costs if professional cleaning has been necessary.

Hire Charge means the amount payable by the Customer to hire the Furniture as agreed by the Customer and KM Interiors. Unless otherwise agreed by KM Interiors, the Hire Charge must be cleared into KM Interiors' bank account at least 7 days prior to the Delivery Date. Hire Period if no term is specified in the Quotation or other documentation between the Customer and KM Interiors is the Minimum Hire Period.

The Hire Period may only be extended for one or more definite periods if the Customer requests it and if KM Interiors agrees. KM Interiors may issue and require the Customer to sign an amended Quotation or other extension letter for any extension of the Hire Period.

Loss or Damage Excess means a \$1,000 excess payable when damage or loss of goods are claimed. Insurance Policy means the insurance policy held by KM Interiors covering the Furniture for fire, theft and damage.

Laundering Charges means \$65 per bed and \$10 per towel payable if the Customer breaches clause 3.8(b) or if KM Interiors in its discretion considers are required due to an act or omission of the Customer.

Loss means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental.

Minimum Hire Period means 6 weeks. Penalty Interest Rate means the rate specified in accordance with the Penalty Interest Rate Act 1983 (Vic). Premises means the address described in a Quotation or otherwise agreed in writing.



Quotation means a document which KM Interiors require the Customer to sign (or accept in a way KM Interiors requires) including particulars of the Premise, outline of suggested Furniture and such other information as KM Interiors may require. Unless otherwise agreed, a Quotation remains valid for a period of 30 days from the acceptance date.

This agreement is governed by the laws of Victoria, Australia.