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SIZE MUSIC Pty Ltd. ABN 50072224812

HIRE APPLICATION FORM

Personal Details:

Given names: _____ Surname: _____

Street Address: _____

Suburb/Town: _____ State: _____ Postcode: _____

Postal Address: _____

Suburb/Town: _____ State: _____ Postcode: _____

Home Ph: _____ Work/Daytime Ph: _____

Mobile: _____ Date of Birth: _____ Drivers License No. _____

Student and School details (where applicable):

Student's full name: _____

School attended: _____

Address: _____

Instrument Details:

Instrument: _____ Make: _____

Serial Number: _____

Please tick preferred hire term. School Term _____ 3 Months _____

Hire fee per Term: \$ _____ Freight Charge: \$ _____

I/We acknowledge that we have read, understood and agreed to the terms and conditions attached to this form.

Signature of Hirer: _____ Date: _____

Privacy Statement - Notice of disclosure of Your credit information to a credit reporting agency

Under Section 18E(8)(c) of the Privacy Act Size Music is allowed to give a credit reporting agency personal information about Your credit application. The information which may be given to an agency is covered by Section 18E(1) of the Act and includes:

- Identity particulars (as permitted by the Privacy Commissioner's determination issued under sec 18E(3));
- The fact that You have applied for credit and the amount;
- The fact that Size Music is a current credit provider to You;
- Payments which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- That credit provided to You by Size Music has been paid or otherwise discharged.

Ownership and Interest

1. You have a right to use the instrument but the instrument remains Our property. You must not –
 - 1.1 part with possession of the instrument; or
 - 1.2 give another person an interest in the instrument.
2. You acknowledge that this hire agreement does not give You any right to purchase the instrument at the end of the hire term, or any extension or holding over period.

Location

3. You agree to notify Us immediately in writing upon the instrument no longer being kept at the home address listed in the schedule.

Payment

4. You are required to pay Us Hire Fee rates as outlined in the Schedule in advance.
5. We will send You an invoice at the beginning of the hire term for the Hire Fees and this is payable by You within seven (7) days. A final notice will then be sent out, and if this is not paid within seven (7) days, the invoice will be forwarded to Our debt collector. You agree that should the invoice remain unpaid after fourteen (14) days We also have the right to recover the instrument from You without further notice. You will be responsible for all charges and costs We incur in seeking to recover Our instrument and Hire Fees.
6. The instrument must be returned to Us by You immediately at the end of the hire term. The responsibility to return the instrument is Yours. If You do not return the instrument to Us in accordance with this paragraph You agree to pay Us monthly rental payments at the rate set forth in the schedule for each month or part thereof from the end of the hire term until You return the instrument to Us or this agreement is otherwise terminated.

Termination

7. You may terminate this agreement on any payment date by giving Us five days notice. On that payment date You must –
 - 7.1 return the instrument to Us in good working order, and in good repair; and
 - 7.2 pay Us all arrears of rental payments, any rental payments due on that day and other payments due up to and on that day.

Maintenance

8. We agree to maintain free of charge the instrument only for normal wear and tear during the hire period. You are responsible for delivering the instrument to Us for such maintenance. You are responsible for all other maintenance and repair work, and the replacement of consumable items such as reeds and strings. Further, any maintenance and/or repair work must be carried out by Us and You agree not to allow any work to be carried out by any other person.

Loss or Damage

9. You are responsible for any loss of or damage to the instrument.
10. You must tell Us if the instrument is stolen, lost or destroyed. On the next payment date after that notice You must pay Us the Termination Value and any outstanding rental payments.

Right of Entry and Default

11. We will give You 30 days written notice of Our intention to exercise a right under this agreement to take possession of the instrument. However, We need not give this notice if –
 - 11.1 this agreement has ended; or
 - 11.2 We believe on reasonable grounds that You have disposed of the instrument, or intend to dispose of the instrument, contrary to the terms of this agreement; or
 - 11.3 We have made reasonable attempts to locate You without success; or
 - 11.4 You are insolvent; or
 - 11.5 a court authorises Us to do so.
12. You must allow Us on being given reasonable notice to enter the place where the instrument is located to
 - 12.1 inspect its condition; or
 - 12.2 check whether the terms of this agreement are being complied with; or
 - 12.3 exercise any of Our rights under this agreement.
13. If You –
 - 13.1 do not pay all money due on time as required by this agreement;
 - 13.2 part with possession of the instrument;
 - 13.3 give or attempt to give another person an interest in the instrument;
 - 13.4 do not give Us the information regarding the location of the instrument in accordance with clause 2; or
 - 13.4 do not take proper care of the instrumentWe may terminate the agreement by notice to You.
14. If We give You a notice of termination, You must immediately –
 - 14.1 return the instrument to Us in good working order, and in good repair; and
 - 14.2 pay Us all arrears of rental payments, any rental payments or other payments due up to and including the date of such notice.

Acknowledgments

15. You acknowledge that –
 - 15.1 Before signing this agreement You received and read a copy of it;
 - 15.2 You have not relied on Our skill or judgment in deciding to enter into this agreement;
 - 15.3 You have examined the instrument and consider it is in a satisfactory condition and is suitable for Your purposes;
 - 15.4 We have not made any representations, warranties or undertakings about the condition or quality of the instrument, its suitability or fitness for Your purposes;
 - 15.5 To the fullest extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in this agreement are excluded;
 - 15.6 To the fullest extent permitted by law, You indemnify Us against any loss or liability arising for any injury to any person or loss or damage to property arising from the possession, operation or use of the instrument; and
 - 15.7 To the fullest extent permitted by law, the Our liability for any implied warranty or condition is limited, Our choice, to one or more of the following:-
 - 15.8 If the breach of an implied warranty or condition relates to services; the supply of the services again; or the payment of the cost of having the services supplied again.
 - 15.9 If the breach of an implied warranty or condition relates to goods; the replacement of the goods or the supply of equivalent goods; the repair of such goods; or the payment of the cost of replacing the goods or acquiring equivalent goods or having the goods repaired.