

Service Agreement

Acceptance is required prior to work commencing. To ensure there are no delays please complete the details on page 2 and return to Cooper Robinson Interiors.

Cooper Robinson Interiors operates on the following terms and conditions: -

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

Rent from Cooper Robinson 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 Cooper Robinson Interiors as specified in the quote.

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

Cooper Robinson 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. Cooper Robinson 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 Cooper Robinson 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.

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 Cooper Robinson 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. Cooper Robinson 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 Cooper Robinson Interiors against any claims arising from the hire or use of the hire goods.

Privacy Policy

Cooper Robinson Interiors is required to handle any personal information in accordance with the national privacy principles contained in legislation.

Hire Period Extension

The hire period may be extended by mutual agreement. Cooper Robinson Interiors must be notified in writing of your intention to extend the hire period within 3 clear working days of your nominated auction or sale date. The cost of the hire for the extension period will be calculated using one (1) of the following two (2) options: -
Option 1: -

50% of the original hire charge to extend for a further 4 weeks.

Option 2: -

20% of the original hire charge per week.

If the hire period is extended, then the client agrees to pay the agreed amount when invoiced.

Termination and Repossession

Cooper Robinson 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 Cooper Robinson 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 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.





Service Agreement

Date

I/We

.....

Of (Vendors current address)

.....

Email address

.....

Telephone

Mobile

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Site address

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Nominated Auction or sale date

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Accept the below conditions (please initial each point)

1. **Hire Extension:** To extend the hire agreement the client must select one (1) of the two (2) options outlined in the service agreement in order to extend the hire agreement. All other terms and conditions remain unchanged from the original service agreement.
2. **Rebates:** A rebate will not be provided if the property is sold prior to the agreed hire period. Cooper Robinson 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.
3. **Confirmation & Cancellation:** The client agrees to pay the quoted price as confirmation. For confirmations made earlier than 2 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.
4. **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.
5. **Agreed Price:** Accept the quoted price of _____ and conditions outlined and hereby engage Cooper Robinson Interiors to prepare the property for the sale campaign.
6. **Balance Payment:** Agree to pay the outstanding balance of the quoted price prior to the commencement of works.

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

Signature:

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Date:

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