



**B Smart Living**  
Shop 3 /153 Denman Ave  
Caringbah NSW 2229

**Tel 02 8203 1313**  
**Fax 02 8502 8296**

sales@bsmartliving.com.au  
www.bsmartliving.com.au

**Monday to Friday:**  
**9 am to 5 pm**

**Saturday:**  
**9 am to 1 pm**

**PLEASE ENSURE ALL HIRED ITEMS ARE RETURNED CLEAN AND IN GOOD CONDITION.**

**REMOVE ANY STICKERS OR NAME TAGS ATTACHED DURING THE HIRE PERIOD**

#### **HIRE TERMS & CONDITIONS**

**1. Deposit**

You will pay **B Smart Living** a deposit (amount as determined by B Smart Living) during the hire period at the time of delivery to or pick up by you of the product. The deposit will be fully refundable at the end of the hire period, subject to the Hirer complying with all its obligations under these conditions. Otherwise, the deposit will be available to compensate **B Smart Living** for any repairs required to the product on its return or any damages arising from a breach by the Hirer of this agreement including, without limitation, in respect of unpaid hire.

**2. Your Hire Payments**

As the Hirer, you will pay to **B Smart Living** daily, weekly or monthly payments at no less than the agreed rate. The initial payment will be paid at the time of delivery to or pick up by the Hirer of the product. Subsequent daily, weekly or monthly payments will be made on or before the same day of the succeeding day, week or months until the product is returned to **B Smart Living** and otherwise on the date of return of the product, whether the payment is demanded or not. **B Smart Living** will be entitled to interest on any late hire payment at the rate of 10% per annum calculated daily from the due date until payment has been made in accordance with this agreement.

**3. Ownership of the Product**

The product remains the property of **B Smart Living**.

**4. Your Agreement & Covenants**

- a) You are required to keep the product in good and substantial repair and to return the product at your cost in such condition (fair wear and tear excepted) at the expiration of this agreement.
- b) To insure the product against fire and loss, damage or risk from whatever cause arising with a reputable insurer and to keep the product insured for the duration of this agreement.
- c) Not to sell or offer for sale, assign, pledge, lend, sublet or otherwise deal with the product or with your interest in this agreement.
- d) Not to create any charge, mortgage, lien or security upon the product, nor allow the product to leave your personal control. You must notify **B Smart Living** immediately of any seizure or attempted seizure of the product.

**5. Loss or Damage to the Product**

You are responsible for any loss or damage caused to the product before it is returned to **B Smart Living** by fire, theft or from whatever cause. On demand, you must pay **B Smart Living** either the cost of repairs or the value of the product as assessed by **B Smart Living** (whose decision will be conclusive), whichever is the lesser amount. A certificate signed by the Secretary of **B Smart Living** as to the product's value at the date of the damage or loss will be conclusive evidence for all purposes. **B Smart Living** will not be required to replace the product until you have paid this amount. You must notify **B Smart Living** of any loss or damage within 48 hours of such loss or damage occurring.

**6. Breach or Default Payments**

- a) If you fail to pay any amount due for 7 days after the sum has become due (whether this amount has been demanded of you or not) or commit any other breach of the provisions of this agreement **B Smart Living** without prejudice to its rights to recover amounts overdue may, without notice, resume possession of the product. In that event, you must allow collection of the product by **B Smart Living** and you acknowledge that **B Smart Living** may for that purpose by itself, its servants or agents, without previous notice, enter the place at which the product is located for the purpose of taking possession of it.
- b) If you default in making a payment or require the monthly payment dates to be changed, a fee not exceeding \$50.00 may be charged by **B Smart Living**.

**7. Indemnity**

You agree to indemnify **B Smart Living** and keep **B Smart Living** indemnified for all liabilities, losses, damages, costs and expenses whatsoever (including legal expenses on a full indemnity basis) suffered or incurred by **B Smart Living** as a result of a breach by you of this agreement or **B Smart Living** taking any action or exercising any of its rights in connection with such breach.

**8. B Smart Living Liability**

- a) **B Smart Living** will not have any liability if defects have been caused by abnormal or incorrect conditions for operation, use, storage pending use, accident, misuse or negligence by the Hirer, or if the product is not used in accordance with the manufacturer's guidelines or instructions.
- b) In no event will **B Smart Living** be liable for nor be required to indemnify the Hirer for any loss or damage whatsoever including, but not limited to, incidental, special, consequential or general damages, or loss of use or claims by third parties whether arising as a result of breach of this agreement, negligence or other tort, breach of statutory duty or otherwise.
- c) To the full extent permitted by law, **B Smart Living** excludes all warranties, conditions, representations or obligations relating to the product implied by law or otherwise and the liability of **B Smart Living** for such breach will be determined by **B Smart Living** in its discretion which will be held by the Hirer on the terms and conditions of this agreement.

**9. Assignment of Rights**

The Hirer may not assign the benefits of this agreement without the prior written consent of **B Smart Living**.

**10. Stamp Duty**

You must pay **B Smart Living** stamp duty assessed on this agreement.

**11. B Smart Living's Rights**

Any indulgence by **B Smart Living** will not prejudice its rights as set out in this agreement. Any waiver by **B Smart Living** of a particular breach of this agreement will not be deemed a sanction or waiver of any continuing or recurring breach. Termination of this agreement will not affect any right of **B Smart Living** to recover moneys due or damages for any breach of the agreement.

**12. Entire Agreement**

The conditions set out in this document constitute the whole agreement made between you and **B Smart Living** with respect to the hire of the product. No officer, servant or agent of **B Smart Living** has any authority to vary, add to or omit any of the terms or conditions of this agreement.

**13. Place of Making Agreement**

This agreement will be deemed to have been made in the State of New South Wales and will be governed by and construed in accordance with the laws of that State.

**14. Interpretation**

In this agreement, "product" refers to that item which is delivered to or picked up by the Hirer; singular words include plural words; words importing persons will apply to corporations; and, in the case of 2 or more Hirers, they will be bound jointly and severally.