

RENTAL TERMS AND CONDITIONS

1. Your payments – As the Renter you shall pay to the Vendor monthly payments at no less than the agreed rate. The initial payment shall be paid with the application and is non-refundable if the contract is cancelled by the Renter for reasons unrelated to satisfaction with the instrument or service. Subsequent monthly payments shall be made on or before the anniversary of the day of the month that the product arrived or a day as advised by the Vendor, whether payment is demanded or not.

2. Ownership of the product – The product remains the property of the Vendor.

3. Your agreements and covenants

(a) You are required to keep the instrument in good and substantial repair and to return the instrument at your cost in such condition at the expiration of this agreement.

(b) To insure the instrument against fire and loss, damage or risk from whatever cause arising with a reputable insurer, and to keep the instrument insured during the duration of this agreement.

(c) Not to sell or offer for sale, assign, mortgage, pledge, lend or otherwise deal with the product or with any interest therein of this agreement.

(d) Not to create any charge, lien or security upon the instrument, nor allow the same to go out of your personal control. You shall notify the Vendor immediately of any seizure or attempted seizure.

(e) You agree to rent the instrument for a minimum period of 3 months. If you return the instrument before this time, you agree to pay the balance of rental charges for the full 3 months.

4. Loss or damage to the instrument – You shall be responsible for any loss or damage caused to the instrument while it is in your possession by fire, theft, or from whatever cause. On demand you shall pay the Owner either the cost of repairs or the value of the instrument as assessed by the Owner, whichever is the lesser amount. A certificate signed by the Secretary of the Owner as to the instrument's value shall at the date of the damage or loss be conclusive evidence for all purposes. The Owner shall not be required to replace the instrument until you have paid this amount. You shall notify the Owner of any loss or damage within forty-eight (48) hours of such loss or damage occurring.

5. Breach or default of payments

(a) If you fail to pay any amount due for seven (7) days after that 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, the Vendor without prejudice to its rights to recover amounts overdue may, without notice, resume possession of the instrument. In that event you shall allow collection of the product by the Vendor and acknowledge that the Vendor may for that purpose by itself, its servants or agents without previous notice, enter the place of installation for the purpose of taking possession.

(b) If you default in making a payment or require the monthly payment dates to be changed, a fee not exceeding \$50.00 will be charged in each instance.

6. Acceptance by the Vendor – Notwithstanding that the product may have already been installed in your premises, this offer is expressly subject to acceptance by the Vendor within a period of one (1) month from the date hereof. During that period the Vendor may decline your offer without notice and without being bound to give an explanation. In this case any monies paid will be refunded and the Vendor shall not be under any liability in respect to any of the obligations herein contained.

7. Assignment of rights – The Renter may at any time assign the benefits of this agreement to any other corporation or person subject to the written acceptance of the Vendor.

8. The Vendor's right – Any indulgence by the Vendor shall not prejudice its right as set down in this agreement. Any waiver by the Vendor of a particular breach of this agreement shall not be deemed a sanction or waiver of any continuing or recurring breach. Termination of this agreement shall not affect any right of the Vendor to recover monies due or damages for any breach of this agreement.

9. Offer to sell – At any time during the term of this agreement and provided you have performed all of the required conditions, the Owner may, if so requested by the Renter, and in its absolute discretion see fit to do so, offer to sell to you the instrument at the current retail value price less 100% of the rental payments made in the first 3 months. Rental paid after the first 3 months will not be deducted from the purchase price. The owner may also offer to the Renter an interest free, one or two year Purchase Plan on the balance to be paid, which will normally require a separate Purchase Plan agreement to be completed.

10. Entire agreement – The conditions set out in this brochure constitute the whole agreement made between you and the Vendor. No officer, servant or agent of the Vendor has any authority to vary, add to or omit any of the terms or conditions of this agreement.

11. Place of making agreement – This agreement shall be deemed to have been made in the State of Residence of the Renter.

12. Interpretation – In this agreement 'product' shall refer to that which is outlined the contract, singular words shall include plural words, words importing persons shall apply to corporations and in the case of two or more Renters they shall be bound jointly and severally.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

Definitions

Account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that the payment by you to us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between us and you (and includes any Form PD-C approved for use in the *transitional period*).

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

Us or We means Studio 19 Imports (Aust.) Pty Ltd have authorised by signing a *Direct Debit Request*.

You means the customer who signed the *direct debit request*.

Your financial institution is the *financial institution* where you hold the *account* that you have authorised us to arrange to debit.

1. Debiting your account

1.1 By signing a *direct debit request* you have authorised us to arrange for funds to be debited from *your account*. You should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.

1.3 If the debit falls on a day that is not a business day we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Change by us

2.1 We may vary any details of this agreement or a direct debit at any time giving you at least fourteen (14) days written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a *direct debit request* by contacting us on Toll-free 1300 855 122.

3.2 If you wish to stop or defer a *direct payment* you must notify us in writing at least seven (7) days before the next *debit day*. This notice should be given to us in the first instance.

3.3 You may also cancel *your authority* for us to direct debit your account at any time by giving us seven (7) days notice in writing before the next *debit day*. This notice should be given to us in the first instance.

4. Your obligations

4.1 It is *your responsibility* to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *direct debit request*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

a. you may be charged a fee and/ or interest by your *financial institution*; and

b. you may also incur fees or charges imposed or incurred by us; and

c. you must arrange for the *debit payment* to be made by another method or arrange for sufficient funds to be in *your account* by an agreed time so that we can process the *direct payment*.

4.3 You should check your *account* statement to verify that the amounts debited from *your account* are correct.

4.4 If National Australia Bank Limited ACN 004 044 937 ('National') is liable to pay goods and services tax ('GST') on a supply made by the National in connection with this *agreement*, then you agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Disputes

5.1 If you believe that there has been an error in debiting *your account*, you should notify us directly on Toll-free 1300 855 122 and confirm that notice in writing with us as soon as possible so that we can resolve *your query* quickly.

5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your account query* by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.

5.3 If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your query* by providing you with reasons and any evidence of this finding.

5.4 Any queries you may have about an error made debiting *your account* should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer to *your financial institution* which will obtain details from you of the disputed transaction and may lodge a claim on *your behalf*.

6. Accounts

You should check:

a. with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

b. *your account* details which you have provided to us are correct by checking them against a recent *account* statement; and

c. with your financial institution before completing the direct debit request if you have any queries about how to complete the *direct debit request*.

7. Confidentiality

7.1 We will keep any information (including *your account* details) in *your direct debit request* confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

a. to the extent specifically required by law; or

b. for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this *agreement*, you should write to: Studio 19 Imports (Aust.) Pty Ltd, PO Box 3092, Launceston, Tasmania 7250.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *direct debit request*.

8.3 Any notice will be deemed to have been received two *business days* after it is posted.



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