



Application to Derringers Music for Rental of Equipment and Rehearsal Rooms
 A.B.N 89 067 468 311

Please ensure all questions are answered fully.

Office Use Only

ID Details:

Full Name.....
 Address.....Suburb.....Post Code.....
 Current Address for.....Years.....Months
 Drivers License No.....Date of Birth.....State.....Expiry Date.....
 Residential Status Owner Parents Rental

Sighted

Contact Details:

Home Phone.....Mobile.....Email.....

Verified

Employment History:

Student Unemployed Self Employed

Employer/Institution Name.....Phone.....
 Address.....Occupation.....

Verified

Vehicle Details:

Make.....Model.....Year.....Colour.....
 Registration Number.....Registration Expiry Date.....

Sighted

References:

Previously Hired From.....

Parent / Nearest Consenting Relative Not Living With You

Name.....

Address.....Phone.....

Verified

Personal Reference 1;

Name.....

Address.....Phone.....

Verified

Personal Reference 2;

Name.....

Address.....Phone.....

Verified

Personal Reference 3;

Name.....

Address.....Phone.....

Verified

Privacy Act 1988

Please read the following carefully;

Derringers Hire (ABN) shall hereinafter be referred to as the CREDIT PROVIDER.

1. The applicant/s hereby acknowledge that they have been informed by the **CREDIT PROVIDER** that personal information about them may be disclosed to or acquired from a credit reporting agency.
2. The Applicants/s hereby agree that the **CREDIT PROVIDER** may contact any trade references or other credit references at any time whether now or in the future for the purposes of assessing credit worthiness.
3. The Applicant/s hereby agrees to the **CREDIT PROVIDER** receiving from any other provider or providing to any other credit provider any credit information whether by the way of report record or otherwise relating to credit worthiness for the purposes of exchanging of information, assessing credit worthiness and notification of default at
4. The Applicant/s hereby agrees to the **CREDIT PROVIDER** obtaining from a credit reporting agency a credit application and the applicant further consents to the **CREDIT PROVIDER** obtaining such records from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
5. The Applicant/s hereby agrees to the **CREDIT PROVIDER** obtaining from a business which provides credit information in relation to my/our commercial credit worthiness or commercial dealings and such information for the purposes of assessing this application for credit
6. The Applicant/s hereby agrees that in the event of default of payment of my debts that the **CREDIT PROVIDER** may disclose all information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.

Dated this.....day of.....20.....Signed.....

AGREEMENT

1. OFFER

The hirer by his/her signature agrees to hire goods, accessories or equipment ("the goods") described herein from DERRINGERS MUSIC PTY. LTD. Or its permitted assigns ("the owner") for the hire period and to pay the total hire fee payable and observe the conditions, terms and covenants in the Agreement to Hire hereof.

2. RENTAL PERIOD

The hire period shall commence from the date of acceptance of goods by the hirer and for such period as is agreed. The owner may terminate the hire period after receiving proper confirmation of theft or destruction of the goods. The hirer shall return the goods to the owner on the due date specified on the agreement hereof or on such earlier date as the owner may require under clause 7 hereof.

3. ACCEPTANCE

The owner accepts this offer by delivering the goods to the hirer.

4. TOTAL HIRE FEE PAYABLE

The total hire fee payable shall be the aggregate of: -

- (a) The hire charge for the use of the goods calculated in accordance with the relevant writings and figures set forth on the "Hire Agreement" – Invoice number.
 - (b) a sum equal to the value of the goods, accessories and equipment lost or stolen during the relevant period.
 - (c) The owner's expenses both legal and incidental.
 - (d) Accumulated interest on all amounts due but unpaid.
- The hire fee shall be due to the owner from the hirer either on demand or at the end of the hire period. The hirer will on demand pay to the owner interest on a daily basis calculated at the rate of 15% per annum on all amounts due but unpaid.

5. HIRER'S RESPONSIBILITY FOR LOSS OR DAMAGE TO GOODS

- (a) The hirer covenants with the owner that the goods will be in good condition free from all damage or defects of any kind whatsoever except for ordinary wear and tear upon return to the owner.
- (b) The hirer agrees to pay the owner for the owner's loss expenses and costs in respect of any damages or defects.
- (c) The hirer shall accept full responsibility for goods on hire and all risk remains with the hirer. The owner acknowledges that no unit or item of goods hired are covered by the owner by insurance whilst on hire and the hirer covenants to issue goods in the name of the hirer and the owner jointly whilst on hire.

6. HIRER'S OTHER OBLIGATIONS

That the hirer shall:

- (a) Not allow or permit the goods on hire to be used by any person other than him/herself or members of his/her band, incorporated company, unincorporated association or acknowledged servants, agents or employees.
- (b) Pay to the owner such deposit on account of total hire fee payable as the owner may require.
- (c) Not allow the goods to be repaired nor allow or create any lien over the goods nor part with possession of the goods whilst the contract of hire is current.
- (d) Take reasonable care of the goods and not abuse or misuse them in any way whatsoever.

7. REPOSSESSION

The owner may repossess the goods and the hirer shall on being so required by the owner forthwith return the goods to the owner if: -

- (a) The hirer is in breach of any term or condition hereof or has made any misrepresentation to the owner, or
- (b) The goods are damaged in any way.

8. LEGAL PROCEEDINGS

In any legal proceedings between the owner and the hirer they acknowledge that this agreement shall be binding upon the parties subject always to the laws from time to time in force in the state of South Australia.

GUARANTEE

That in consideration of the owner hiring to the hirer at the hirer's request those goods, accessories and equipment set out in schedule (1) hereto and entering into the agreement to hire herein upon the terms and conditions therein set forth I/we the undersigned DO HEREBY for myself/ourselves covenant with the owner that if at any time a default or breach shall be made by the within named hirer I/we will forthwith upon demand by the owner pay to the owner the whole of such moneys payable under the within agreement to hire and all losses, costs, charges and expenses whatsoever which the owner may incur by reason of any default or breach aforesaid on the part of the hirer.

CONDITIONS OF HIRE

Hirer takes full responsibility for loss or damage of equipment during period of hire. Complete insurance cover for all goods in transit is the sole responsibility of the hirer. Hirer is responsible for 100% of cost of any damaged equipment.

NOTE; ALL EQUIPMENT IS CHECKED REGULARLY PRIOR TO DISPATCH BUT IT REMAINS THE RESPONSIBILITY OF THE RECEIVER TO ENSURE THAT ALL EQUIPMENT IS IN WORKING CONDITION PRIOR TO TAKING DELIVERY. ALL EQUIPMENT RECEIVED IN WORKING ORDER.

Dated this.....day of.....20.....Signed.....

Derringers Hire

Telephone (08) 83711884 – Fax (08) 83714030

66-72 Leader St, Forestville S.A. 5035