Cold Display Solutions
REFRIGERATION HIRE & SALES
HIRE · LEASE · BUY

# RENT TO BUY AGREEMENT

1. For the consideration (Item 7 of the Schedule), Cold Display Solutions (hereinafter called "the Owner") lets the equipment (Item 4 of the Schedule) on hire to the Hirer (Item 3 of the Schedule) and the Hirer hires the equipment from the Owner.
2. The Hirer must obtain Delivery of the Equipment from the Owner at it's own cost, unless specified at Item 7 of the Schedule.
3. The hiring shall commence on the date (Item 5 of the Schedule) and will continue for term specified (Item 5 of the Schedule) hereinafter called the "Hire Period".
4. The Owner shall retain full title to and property in the Equipment and the Hirer shall be a Bailee only until such time as the Contract is completed.
5. The Owner will be registering the ownership of the unit/s on the Personal Property Securities Register (hereinafter called the PPSR). Once contract completed and paid in full, the interest in the unit/s will be removed.
6. Prior to delivery of the equipment, the Hirer shall pay to the Owner the first Month Hire, Bond and Delivery as Invoiced.
7. The Hirer shall pay to the Owner the total rent (Item 7 of the Schedule) Monthly in Advance.
8. 1) The Hirer shall a. operate, maintain and store the Equipment with due care and diligence; b. promptly give notice to the Owner of any event which might constitute an event of default; c. make the Equipment available for examination and testing by the Owner when required and not endanger the safety or condition of the equipment.
   (2) The equipment must remain in the control of the Hirer and be stored at Item 9 of the Schedule.
9. **Adequate ventilation** must be always secured from installation of the Product. “Adequate ventilation” or “Well-ventilated” means at least **200mm-clearance** near the vent of the product **AND** meeting the **ambient temperature** and **humidity** requirements specified for the Product. Max. Ambient Temperature
   - FREEZER (25°C up to 30°C), FRIDGE (32°C up to 38°C), OPEN DISPLAY (25°C) / Max. Humidity – All (55% up to 65%). Please contact us for specifics of each model if uncertain.
10. The Hirer shall not assign, mortgage, pledge, sell, charge, encumber, sublet, part with possession of, grant any lien, licence or other encumbrance over, or otherwise dispose of or deal with, or permit or suffer to exist any lien or other encumbrance over, the equipment or any part of it or any of the rights of the Hirer to the Equipment or any part thereof, or any of the rights of the Hirer under the agreement, and shall keep the equipment free from any distress, execution or other legal process.
11. INSPECTION ON DELIVERY
    Customer MUST inspect goods on delivery and report any damage immediately. No claims will be processed after 24 hours from delivery (or next working business day if weekend delivery).
12. (1) The equipment shall be at the risk of the Hirer and the Hirer will indemnify the Owner and hold the Owner harmless from all claims, liabilities, expenses howsoever including personal injuries
    (2) The Hirer shall insure the equipment with an insurance of recognised standing acceptable to the Owner in the names of the Owner and the Hirer for their respective rights and interest for their full insurable value against such risks as the Owner may nominate or, in the absence of such nomination, against loss or damage by fire, theft, accident and such other risks as are insured against by prudent persons engaged in a similar business to that of the Hirer.
    (3) The Hirer shall no do any act or thing which might in any way invalidate or prejudice any such insurance or the Owner's interest therein.
    (4) The Hirer shall notify the Owner forthwith in writing of any event which leads or might lead to a claim for compensation or a claim under any insurance policy and shall comply with the instructions of the Owner in connection with any such claim.
    (5) The Hirer shall at its own expense effect and keep in force the following insurances:
    a. the insurance required by Clauses 9.(1) and 9.(2);
    b. insurances in an amount or amounts approved by the Owner against public risk liability as the Owner may from time to time require.
13. The Owner makes no warranty as to the condition and suitability of the equipment and its fitness for the Hirer's purposes.
13. The Hirer hereby warrants that the equipment is to be used by the Hirer for the use for which the equipment was intended and that its performance will be monitored by the Hirer at all times during the period of hire.
15. The Hirer will notify the Owner immediately of any failure and/or damage to the equipment.
16. Default by the Hirer is a repudiation by the Hirer of this agreement and the Owner may exercise any one or more of the following remedies:
    a. terminate this agreement by written notice to the Hirer;
    b. require the Hirer to return the equipment;
    c. without notice immediately retake possession of the goods;
    d. permanently retain the Bond as payment towards the loss of hire; and
    e. seek any other remedies available at law.