

PURCHASE AGREEMENT



Pianos First Pty Ltd. A.B.N. 36 009 542 974 located at 6-18 George Street, Launceston in Tasmania. I/We the purchasers listed below offer to buy from you the instrument described below subject to the terms and conditions as set out on this form.

Please print clearly and complete all sections. Mark appropriate boxes with a ✓

THE RETAIL OUTLET

Your music shop _____ Sales person _____

THE PURCHASER

Title _____ Given Name(s) _____ Surname _____

Date of Birth ___/___/_____ Driver's Licence No. _____ Expiry ___/___/_____ State _____

PARTNER Title _____ Given Name(s) _____ Surname _____

Date of Birth ___/___/_____ Contact Number _____

Driver's Licence No. _____ Expiry ___/___/_____ State _____

FAMILY Number of Dependents _____

YOUR HOME

Postal Address _____ Postcode _____

Residential Address _____ Postcode _____
(if different to above)

Daytime Contact No. _____ Mobile No. _____

Email Address _____

Buying Home Own Home Renting Boarding Live with Parents Government Housing

Duration ___ Years ___ Months Home Phone No. (___) _____

If renting, Landlord _____ Phone _____

EMPLOYMENT/INCOME

Full Time Part Time Casual Self employed (Please see attached form)

Employer _____ Occupation _____

Monthly income from all sources \$ _____ *Please attach 3 latest payslips with application.*

Current monthly debt repayments \$ _____ *(including home loans; credit cards; ongoing rental; insurances etc)*

TWO RELATIVES/FRIENDS TO CONTACT (Over 18 and not living with you or each other.)

Full Name _____ Relationship _____ Phone _____

Postal Address _____ Postcode _____

Full Name _____ Relationship _____ Phone _____

Postal Address _____ Postcode _____

YOUR INSTRUMENT

CONOVER CABLE PIANOS
TWO YEAR contract (24 payments)

ALEX STEINBACH AND SAMICK PIANOS
THREE YEAR contract (36 payments)

Model No. _____ Colour _____ Serial No. _____

YOUR PAYMENTS

PRICE \$ _____ *All prices and payments are to be GST inclusive*

DEPOSIT (minimum 5%): \$ _____ *Credit Card* *Direct Debit*
(Collected by Pianos First on approval of contract)

REPAYMENTS (including \$4 account fee) \$ _____ *Credit Card* *Direct Debit*

Please debit my Monthly Repayments on the: 7th 14th 21st 28th

CREDIT CARD Please charge my account with payments as detailed above:

Visa MasterCard Name of Card Holder _____

Card Number Expiry Date

DIRECT DEBIT Request and Authority to debit the account named below and pay Pianos First Pty Ltd:

FINANCIAL INSTITUTION DETAILS

Financial Institution _____ Branch _____

DEBIT ACCOUNT DETAILS

Name of Account _____ BSB _____ - _____ Account No. _____

PRIVACY ACT: I acknowledge that under the Privacy Act 1988 the Vendor is allowed to, and may give to a credit reporting agency personal information contained in this application or otherwise acquired by the Owner concerning the conduct of my credit account. If and to the extent that the Owner does so in a manner and for the purposes that conform with the Privacy Act, I agree to the Owner obtaining information about my commercial activities and commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons, and to the Owner using that information in assessing my application for credit. If and to the extent that the Owner does so in a manner and for the purposes that conform with the Privacy Act, I also agree to the Owner giving to and receiving from any credit providers named in this credit application and any credit providers named in a credit report issued by a credit reporting agency, information about my credit arrangements, provided that the information is given or received to assess an application for credit made by me to the recipient credit provider or to assess my credit worthiness. I also acknowledge that, subject to the provisions of the Privacy Act, the Owner may disclose personal information concerning a credit facility granted to me or the conduct of that credit facility.

SIGNATURE

I/We acknowledge that prior to signing this offer, I/We have carefully read, understood and agreed to the terms and conditions set out on this form including the Privacy Act consent and the Direct Debit Service agreement.

Signed by the Purchaser _____ Date _____

Please fax this application, including your last 3 payslips, to **(03) 6333 0626** or email it to accounts@pianos1st.com.au.
If you require any assistance in completing the application, please call Pianos First on (03) 6333 0606.

1. Your payments
As the Purchaser, you shall during the continuance of the purchase plan term, pay the Vendor (Pianos First) monthly payments of no less than the agreed rate. The deposit shall be paid with the application. Subsequent monthly payments will be made on or before the same day of the month that the instrument arrived or a day as advised by the Vendor, whether payment is demanded or not.

2. Ownership of the instrument
The instrument remains the property of the Vendor. Nothing contained herein shall confer on you any right or property or interest in or to the instrument until the full payment has been made. Until such time you shall be a bailee of the instrument only.

3. Your agreement and covenants
You agree and covenant with the Vendor as follows:
a. not to sell or offer for sale; assign; mortgage; pledge; pawn; lend or otherwise deal with the instrument or with any interest therein of this agreement;
b. not to create any charge, lien, or security upon the instrument, not allow the same to go out of your personal control. You shall notify the Vendor immediately of any seizure or attempted seizure.

4. Breach or default
a. If you fail to pay any amount due for seven (7) days after that sum has become due (whether this payment has been demanded 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 instrument 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. You are responsible for all debt collection and instrument recovery costs;
b. This agreement is not subject to early termination except that the Vendor will be entitled to terminate the agreement by giving written notice to the purchaser to that effect upon the committing of any of this agreement and failing to remedy this breach within seven (7) days of being requested to do so, in which case the balance of the purchase price becomes payable forthwith.

c. 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.
d. It is the responsibility of the Purchaser to ensure that the Vendor is advised of any changes of credit card conditions, terms or expiry dates.

5. Acceptance by the Vendor
This offer is expressly subject to acceptance by the Vendor within a period of one (1) month from the date of signing of the agreement, notwithstanding that the instrument may have been already installed on the purchaser's premises. During that period the Vendor may decline your offer without notice and without being bound to give any explanation. In this case any monies paid will be refunded and the Vendor will take possession of the instrument. Neither the Vendor nor the Purchaser will be under any liability in respect of any of the obligations herein contained.

6. Assignment of rights
The Purchaser may at any time assign the benefit of this agreement to any other person or corporation, subject to the written acceptance of the Vendor.

7. The Vendor's rights
Any indulgence by the Vendor shall not prejudice its rights 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, or termination of the purchase plan, shall not affect any right of the Vendor to recover monies due or damages for any breach of this agreement.

8. Account management fee
An account management fee applies to all repayments and continues while there are remaining payments. The management fee will be set at \$4.00 a month.

9. Entire agreement
The conditions set out in this form constitute the whole agreement made between the Purchaser and 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.

10. Place of making agreement
This agreement shall be deemed to have been made in the State of the residence of the Purchaser.

11. Interpretation
In this agreement 'instrument' shall refer to that which is outlined in "Your Instrument", singular words shall include plural words, words importing persons shall apply to corporations and in the case of two or more Purchasers, they shall be bound jointly and severally.

Definitions
Vendor means Pianos First Pty Ltd.
Purchaser's financial institution is the institution where the purchaser holds the account that they have authorized the Vendor to debit.
Account means the account held at *Purchaser's financial institution* from which the Vendor is authorised to arrange funds to be debited.
Agreement means this Direct Debit Request Service Agreement between Purchaser and Vendor.
Business Day means a day other than a Saturday, Sunday or a public holiday listed throughout Australia.
Debit Day means the day the payment by Purchaser to Vendor is due.
Debit Payment means a particular transaction where a debit is made.
Direct Debit Request means authorisation between Vendor and Purchaser to debit funds (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 31st March 2000) and concluding 12 calendar months from that date.

1. Debiting your account
1.1 By signing a *direct debit request* the purchaser has authorized the vendor to arrange funds to be debited from the purchaser's account. The Purchaser should refer to the *direct debit request* and this agreement for the terms of the arrangement between the Vendor and Purchaser.
1.2 The Vendor will only arrange for funds to be debited from the Purchaser's account as authorised in the *direct debit request*.
1.3 If the debit falls on a day that is not a business day, the Vendor may direct the Purchaser's financial institution to debit the account on the following business day. If the Purchaser is unsure about which day the account has or will be debited, they are to contact their financial institution.

2. Change by us
We may vary any details of this agreement or a direct debit at any time giving the Purchaser at least fourteen (14) days written notice.

3. Changes by you
3.1 Subject to 3.2 and 3.3, the Purchaser may change the arrangement or a *direct debit request* by contacting the Vendor on 03 6333 0606.
3.2 If the Purchaser wishes to stop or defer a *direct debit payment* they must notify the Vendor in writing at least seven (7) days before the next *debit day*. This notice should be given to the Vendor in the first instance.
3.3 The Purchaser may also cancel their authority for the Vendor to direct debit their account at any time by giving the Vendor seven (7) days written before the next *debit day*. This notice should be given to the Vendor in the first instance.

4. The Purchaser's obligations
4.1 It is the Purchaser's responsibility to ensure that there are sufficient clear funds available in their 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 the Purchaser's account to meet a debit payment:
a) the Purchaser may be charged a fee and/or interest by their *financial institution*.
b) the Purchaser may also incur fees or charges imposed or incurred by the Vendor.
c) the purchaser must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in their account by an agreed time so that the Vendor can process the *direct payment*.

4.3 The Purchaser should check their account statement to verify that the amounts debited from their account are correct.
4.4 If the National Australia Bank Limited A.C.N. 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 the Purchaser agrees 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 the Purchaser should contact the Vendor directly on 03 6333 0606 and confirm that notice in writing as soon as possible so that the Vendor can resolve the query quickly.
5.2 If the Vendor concludes as a result of investigation that the account has been incorrectly debited, the Vendor shall respond to the account query by arranging for a reimbursement of the erroneous amount (including interest and charges) accordingly. The vendor shall also inform the Purchaser in writing on the amount by which the account was adjusted.
5.3 If the Vendor concludes as a result of investigations that the amount has been correctly debited they shall respond to the Purchaser in writing providing reasons for the amount and any evidence to this finding.
5.4 Any queries that the Purchaser has about an error made debiting their account should be directed to the Vendor in the first instance so that the Vendor may attempt to resolve the matter between the two parties directly. If the matter cannot be resolved the Purchaser may still refer to their financial institution, who can obtain details of the disputed transaction and may lodge a claim on the behalf of the Purchaser.

6. Accounts
The Purchaser should check:
a) with their financial institute whether direct debiting is available from their account as direct debiting is not available on all accounts offered by financial institutions.
b) their account details which they have provided to the Vendor are correct by checking them against a recent account statement.
c) with their financial institution before completing the direct debit request if they have any queries about how to complete the direct debit request.

7. Confidentiality
7.1 The Vendor shall keep any information (including account details) in this agreement confidential. The Vendor shall make reasonable efforts to keep any such information that they hold secure and ensure that all employees and agents who have access to Purchaser information do not make any unauthorized use, modification, reproduction or disclosure of that information.
7.2 The Vendor will only disclose information that they hold to the extent specifically required by law or for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice
8.1 If the Purchaser wishes to notify the Vendor in writing about any matter relating to this agreement, they should write to:
Pianos First Pty Ltd, PO Box 3092 Launceston Tasmania 7250.
8.2 The Vendor shall notify the Purchaser by sending any notice in the ordinary post to the address given on the direct debit request.
8.3 Any notice will be deemed to have been received two business days after it is posted.