

Rental Agreement — Terms and Conditions

1. The Owner, Servants or Agents may at any time within one calendar month from the date of the signing of this Rental Agreement by the Renter without notice and without being bound to give any explanation, rescind any agreement and take possession of the goods and refund to the Renter, if requested, all monies paid upon this Rental Agreement.
2. The term of this Rental Agreement is indefinite and may be terminated by the owner or the renter giving not less than one (1) month's written notice of termination to the other provided that no such notice may be given by either to the other until expiration of the initial rental period since the date of this Rental Agreement.
3. The Owner may at any time terminate this agreement forthwith if the Renter has made any mis-statement overleaf, or if the Renter commits any breach of his obligations hereunder, or if any execution or distress is levied or leviable against the Renter, without prejudice to any other rights and remedies of the Owner in respect to any breach of the Renter. In the event of the Owner, Servants or Agents so re-taking possession of the rental goods the Renter agrees to indemnify the Owner for all losses, costs, charges, damages and expenses of whatsoever nature incurred or occasioned by the Owner by reason of such re-taking of possession.
4. **The appliance shall remain the sole and absolute property of the Owner** and the Renter shall not sell, assign, pledge, underlet, lend or otherwise part with possession of the appliance **and shall not without the Owner's written consent remove the appliance from the address set out in the application form.** The Renter will protect the appliance against distress, execution or seizure and indemnify the Owner against all losses.
5. Where more than one appliance is supplied under this agreement, the singular shall be read as the plural where appropriate and the rental rate and conditions shall apply separately to each individual appliance as though each appliance were subject to a separate agreement.
6. **The Renter shall indemnify the Owner, and keep them indemnified against loss of, or damage to, the appliance howsoever occasioned, and The Renter shall at his own expense, insure and keep insured the appliance for its full replacement value against loss or damage from any cause. The Renter shall continue making rental payments until full value of the loss or damage has been paid to the Owner.**
7. The Owner undertakes to keep the appliance serviced and replace any parts which are faulty due to fair wear and tear and the Renter will use the appliance in a careful and proper manner. The Renter will not open the outer case, and the Renter will not permit other persons to adjust the components or open the outer case of the appliance without the written permission of the Owner. In the event that the Owner responds to a call out by the Renter and it is determined that the fault is due to Operator Error then the Owner will charge a call out fee of \$75.00.
8. The Owner, Servants or Agents may at all reasonable times enter the Renter's premises for the purpose of collection or of viewing the condition and carrying out such replacements, repairs and adjustments as may be necessary.
9. In the event of this agreement being terminated in any manner whatsoever the Owner, Servants or Agents shall be entitled to enter the premises where the appliance is installed to retake possession thereof; any person who is in apparent authority at such premises who grants entry to the Owner or such other persons shall be deemed to do so as the Agents, and at the request of the Renter.
10. **The Renter at the expiration of the initial term of rental stated in the Schedule shall continue renting the appliance at the rental rate currently being paid until the Renter shall terminate the renting by giving not less than 48 hours notice of termination in writing** to the Owner and by returning the said goods to the Owner at the place of business, or as the Owner shall direct.
11. Except as provided in this clause this Rental Agreement may not be terminated by the Renter prior to the expiry of the term. Provided that the Renter is not in default under this agreement and has paid all rental up to the date of the return of the goods to the Owner and has paid in addition to such rent an amount of \$100 per item at the time of return of goods and has returned the goods to the Owner in good order and condition at the Owner's place of business, then the Owner will release the Renter from this Rental Agreement.
12. The Renter shall pay promptly each month (or other period specific overleaf) in advance all rentals due the Owner or Agents at their place of business, or to a bank nominated by the Owner. If for the mutual convenience of the parties to the Agreement the Rental should be collected periodically by the Owner or accredited agents or representatives, the Renter shall thereby not be released from his or her liability to take to or send all subsequent rental due promptly to the Owner's place of business.

13. **If the Renter defaults in payment of rental** and such default has continued for a period in excess of seven (7) days The Owner, Servants or Agents may, without prejudice to any other rights or remedies they may have by virtue of their Agreement or otherwise, attend to the collection of the arrears of rental and/or appliance, **and the Renter shall reimburse and indemnify the Owner for all losses, costs, charges and expenses whatsoever nature incurred by the Owner in or about collecting or attempting to collect the arrears of rental and/or appliance.**
14. If the Renter makes default in payment of rental and such default has continued for a period in excess of seven (7) days (whether payment has been demanded or not or whether collection has been attempted or subsequently effected or not or whether The Owner has subsequently reimbursed or indemnified themselves wholly or in part in respect thereof from the Refundable Deposit or not) or if the Renter terminated the hiring after a period which is less than the Minimum Period of hiring or if he commits a breach of any other conditions of this agreement then The Owner shall be entitled at their option without notice to retake possession of the appliance and the Renter shall pay to The Owner all unpaid rentals in respect of the unexpired term of the Minimum Period of hiring in addition to all rentals then overdue.
15. The Owner shall be entitled at any time to vary the rates payable by the Renter by giving the Renter written notice of such variation. The Renter shall be bound to pay the rates as varied UNLESS the Renter determines this agreement by giving the Owner notice in writing within one month of receiving notice of the variation, and by paying all the rent due up to and including the date of determination (including all amounts outstanding pursuant to this agreement) and by returning the appliance to the Owner on or before that date in good condition.
16. The granting of time or an indulgence of any nature by the Owner shall not effect the liability of the Renter or invalidate the right of the Owner under the agreement.
17. The Owner shall be entitled at any time to assign the benefit of the Agreement to any person, firm or company.
18. Where a bond has been paid to the Owner, the bond will be retained by the Owner for the duration of this agreement and the amount refunded to the Renter at termination of the renting and upon return of the appliance to the Owner providing the Renter has duly complied with all the terms and conditions therein. The Owner shall be entitled to deduct from the bond any monies due to them by the Renter under this agreement.
19. In this agreement, singular words shall include plural words, words importing persons shall apply to corporations, and masculine gender shall include the neuter genders, and two or more renters shall be bound jointly and severally.
20. Where any amount is outstanding at the time of termination of the rental, or at any other time, the Renter expressly authorises the Owner to charge such amount to any current credit card account, held in the name of the Renter.
21. The Renter hereby clears the Owner from any claim, action or demand for any damage to person or property of the Renter or any person claiming through him arising out of any use or malfunction of the rented goods.
22. **PLEASE ENSURE THAT YOU RECEIVE A SIGNED RECEIPT FROM OUR DRIVER WHEN THE RENTAL ITEMS ARE COLLECTED FROM YOU ON TERMINATION OF AGREEMENT.**
23. **PLEASE CLEAN APPLIANCES BEFORE RETURNING.**
24. I understand the Privacy Act 1988 allows the Owner to give a credit reporting agency certain personal information about me including information contained in this credit application (e.g. identity details and credit limit sought), information about any payments overdue more than 60 days where collection action has commenced or payments which are no longer overdue and I authorise the Owner to do so. In accordance with Section 18N of the Privacy Act 1988 I authorise the Owner to exchange information about my credit arrangements (including information about my credit worthiness, credit history, credit standing or credit capacity) with credit providers named in this credit application and other credit providers named in a credit report issued by a credit reporting agency. I understand this information may be used to assess my application for credit and/ or my credit worthiness, to assist me to avoid default and to notify other credit providers of my default. I also authorise the Owner to make enquiries about the information included on my credit application from any other source.
25. If applicable, I understand that the owner is asking me for personal information about me so as to use Baycorp Advantage's New Zealand credit reporting service to perform a credit check. I understand that Baycorp Advantage will give the owner information about me for that purpose, and that the owner will give my personal information to Baycorp Advantage, and that Baycorp Advantage will hold that information on their systems and use it to provide their credit reporting service, and that when other Baycorp Advantage customers use the Baycorp Advantage credit reporting service, Baycorp Advantage may give the information to those customers, and that the owner may use Baycorp Advantage's credit reporting services in future for purposes related to the provision of credit to me. This may include using Baycorp Advantage's monitoring services to receive updates if any information about me changes, and that if I default in my payment obligations to the owner, information about that default may be given to Baycorp Advantage, and Baycorp Advantage may give information about my default to other Baycorp Advantage customers.