

RENT N OWN - GENERAL TERMS BOOKLET

1. DEFINITIONS

1.1 Terms defined in the Specific Terms shall have the same meaning when used in these terms and conditions.

1.2 In addition, the following terms have the following meanings:

“Annual Interest Rate” means the annual interest rate payable in respect of this Agreement, as set out in the Disclosure Statement

“Bond” means the amount to be paid by you to us on the Delivery Date by way of a bond to secure the observance of your obligations (including payment obligations) under this Agreement, in the amount set out in the Disclosure Statement.

“Disclosure Statement” means the initial disclosure statement provided to you before you entered into this Agreement.

“Early Termination Fee” means an amount calculated in accordance the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004 to compensate us because the Agreement has ended before the last payment due under this Agreement is made.

“Equipment” means the equipment described in the Specific Terms, including any accessories, parts or replacements which are at any time supplied with or attached to the Equipment and (where the context requires) means part of or some of such equipment.

“GST” means goods and services tax under the Goods and Services Tax Act 1985.

“Liability Waiver” means the retention by us of the risk of damage or loss to the Equipment, in the circumstances set out in, and subject to the terms and conditions of, this Agreement.

“Liability Waiver Excess” means the additional fee payable where you rely on the Liability Waiver in accordance with clause 11;

“Liability Waiver Fee” means the fee payable for the Liability Waiver, the amount of which is set out in the Disclosure Statement (if applicable).

“PPSA” means the Personal Property Securities Act 1999.

“Security Interest” has the meaning given to it in the PPSA.

“Specific Terms” means the specific terms forming part of this Agreement.

“Specified Address” means the address set out in the Specific Terms as the address to which the Equipment will be delivered and kept during the Term (or such other address that we give our prior written consent to the Equipment being moved to).

“Term” means the term of the rental period as set out in the Specific Terms.

“We” or **“us”** means Rent N Own Finance Limited and our successors and assignees. **“Our”** has a corresponding meaning.

“You” means the person or persons identified as such in the Specific Terms and where any such person is named as a trustee or partner means that person in (as applicable) his, her or its capacity as a trustee or his or her capacity as a partner. If there is more than one person named, **“you”** means each of them separately and also jointly with each other person. **“You”** also includes your successors. **“Your”** has a corresponding meaning.

1.3 Subject to any applicable legislation, references to:

- (a) a **“working day”** mean any day other than Saturdays, Sundays and public holidays in Auckland;
- (b) a **“person”** includes any individual, company, corporation, firm, partnership, association or organisation (in each case, whether or not having a separate legal personality); and
- (c) any legislation or to any provision in any legislation shall be deemed to be references to that legislation or provision as from time to time amended, re-enacted or substituted and, unless the context otherwise requires, shall also include any statutory instruments issued under such legislation or such provision.

2. TITLE

2.1 We will retain ownership of the Equipment at all times during the Term.

2.2 Title to the Equipment will pass to you once all amounts payable under this Agreement have been paid in full to us and all of your other obligations under this Agreement being satisfied.

2.3 Title will not pass to you under this clause 2.2 if this Agreement is terminated by us pursuant to clause 13 .

3. FULL PREPAYMENT

3.1 You have the right to make full prepayment of the unpaid balance (as such term is defined in the CCCFA) before the final payment is due under this Agreement.

3.2 If you make full prepayment we are entitled to charge our administrative costs of \$60 (please note that we may vary the amount of our administration costs from time to time and will notify you of any such variation) arising out of such full prepayment together with a fee or charge to compensate us for the loss (if any) resulting from the full prepayment. The amount you will have to pay to compensate us for such loss will be calculated on the basis set out in the Disclosure Statement under "Full Prepayment". At the time of such prepayment you must also pay us any other amounts which may be outstanding under the Agreement. Upon payment of such amounts (and provided that all of your other obligations under this Agreement are satisfied), title to the Equipment will pass to you and this Agreement will terminate.

4. TERM AND DELIVERY

4.1 This Agreement will commence on the Delivery Date and will end when ownership of the Equipment passes to you in accordance with this Agreement, unless terminated earlier in accordance with this Agreement.

4.2 We will deliver the Equipment to the Specified Address on the Delivery Date.

4.3 If there is a delay in the delivery of the Equipment which is not caused by us, the Delivery Date (and all other terms of this Agreement) will not be affected by such delay. In addition, amounts may be payable by you under clause 6.1(e).

5. PAYMENTS

5.1 You agree to pay all amounts payable by you to us under this Agreement in the amounts and on the dates for payment set out in this Agreement (or, where no date is specified, upon demand by us).

5.2 Payment is to be made to us in cleared funds by direct debit from your bank account to the bank account notified to you by us (or in such other manner as this Agreement provides, or as we may agree or direct from time to time).

5.3 Payments must be paid free of any set-off, deduction or counterclaim and you waive unconditionally any right of set-off, deduction or counterclaim against us under this Agreement.

5.4 If a payment is due on a day which is not a working day, then the due date will be the next working day.

5.5 You will pay all applicable GST in addition to any payments under this Agreement. You agree that the GST amounts set out in the Disclosure Statement are indicative only and if actual GST differs from the amount set out you will pay the actual amount. If any taxes or government charges become payable in respect of this Agreement, you agree that you will pay or reimburse us for any such amounts and we may adjust the amounts for payment set out in the Disclosure Statement accordingly.

5.6 Payments made by you under this Agreement shall be credited by us against the relevant amount payable as soon as practicable after such payment is received.

5.7 Notwithstanding clause 5.6 above, we may apply any amounts we receive from you in reduction of your liabilities in respect of sums payable by you to us under this Agreement at our absolute discretion, notwithstanding any purported appropriation by you.

6. CREDIT FEES AND CHARGES AND DEFAULT INTEREST AND FEES

6.1 The following credit fees and charges and default interest and fees (which are not included in the initial unpaid balance) are, or may become, payable under or in connection with this Agreement. If we demand it, you must pay us:

(a) the Early Termination Fee;

(b) any loss suffered or cost incurred by us in protecting our interests or enforcing our rights in the Equipment or under this Agreement, or in connection with any default or breach by you under this Agreement, including, without limitation, any loss or cost incurred by us in connection with:

- (i) collecting the Equipment from any address other than the Specified Address, or collecting the Equipment on any date other than the scheduled collection date (where we are unable to collect the Equipment on the scheduled date because it has not been made available by you on such date);
 - (ii) taking possession or attempting to take possession of the Equipment;
 - (iii) collecting any overdue amounts payable by you; and
 - (iv) storing and/or selling the Equipment under clause 13.
- (c) a late payment fee of \$25 when a payment due under this Agreement is not received by us on the due date;
 - (d) any amount that is incurred by us due to any of your payments being dishonoured;
 - (e) our administrative costs incurred if you fail to be present at the Specified Address for the purposes of a scheduled appointment for delivery, service or collection of the Equipment; and
 - (f) in the event of non-payment by you in respect of any amount payable under this Agreement (including, without limitation, amounts referred to in this clause 6.1), default interest on any outstanding amount at the rate of 5% per annum above the Annual Interest Rate from the time you fail to make payment (being, in the case of amounts referred to in this clause 6.1, the date of demand) until the outstanding amount is paid.
- 6.2 The costs referred to in clause 6.1 may include third party costs and will include any legal expenses we incur, charged on a solicitor and own client basis. You agree to indemnify us for all such losses or costs by payment on demand by us of the amount we specify as being required to so indemnify us. We may debit the amounts set out above from your nominated bank account.

7. BOND

- 7.1 If you fail to pay to us any amount payable under this Agreement, or otherwise breach any of your obligations under this Agreement, we shall have the right to apply the Bond (in whole or in part) towards remedying such breach and/or paying any amount that you owe under this Agreement.
- 7.2 When this Agreement terminates, we shall apply the Bond in accordance with clause 7.1 above and any balance will be returned to you.
- 7.3 Nothing in this clause prevents us from exercising any other rights under this Agreement (including, without limitation, under clause 13.2) or at law, or from recovering any damages or other amounts payable under this Agreement from you where such amounts exceed the amount of the Bond.

8. YOUR RESPONSIBILITIES

8.1 During the Term, you agree:

- (a) to satisfy yourself at the beginning of the Term that the Equipment is suitable for the purposes for which you intend to use it and in good working order and condition;
- (b) to ensure that the Equipment is always used in a manner which prevents it from being damaged;
- (c) to notify us immediately by telephone if the Equipment is stolen, damaged, requires repairs or maintenance, has or develops a defect and/or is involved in an accident;
- (d) to operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by us or attached to the Equipment;
- (e) (except with our prior written consent) to keep the Equipment in your own possession and control, to use the Equipment for your own personal use only, and to keep the premises located at the Specified Address secure against unauthorised entry;
- (f) not to sell, lend, lease or otherwise deal with the Equipment in any way, or attempt to do any of these things;
- (g) not to create or allow to be created any Security Interest over the Equipment (other than the Security Interest in our favour). If a Security Interest is created over the Equipment in breach of this Agreement, we may pay the holder of the Security Interest the amount necessary to discharge it and we may recover any such costs from you in accordance with clause 6.1(b);

- (h) not to move the Equipment from the Specified Address (including, without limitation, pursuant to any attempt to return the Equipment to us) without our prior written consent;
- (i) not to alter or make any additions to the Equipment or allow it to be interfered with including (without limitation) altering, defacing, concealing or erasing any identifying mark or number on or in the Equipment, and not to allow any accessories or extra parts to be added to the Equipment;
- (j) to provide us and/or our agents with access to the Specified Address or any other property leased, licensed, occupied or owned by you where the Equipment is located in order to inspect the Equipment to confirm its existence and condition. This clause does not alter your obligations under sub-clause ((h)) above. If you fail to provide access to us and/or our agents, we may (subject to compliance with any applicable law) enter the premises where we believe the Equipment is located in order to make such inspection;
- (k) to protect the Equipment against distress, execution or seizure;
- (l) not to allow the Equipment to become an accession or affixed to any property;
- (m) not to permit any repair, maintenance or servicing of the Equipment to be carried out by any party other than us;
- (n) you must report any theft of the Equipment during the course of a Burglary or Robbery to the police and to us within 7 days of the offence occurring, and such loss must be substantiated by providing us with a copy of the relevant police report.
- (o) you must report to us within 24 hours of becoming aware that the Equipment is not capable of being used, or is destroyed; and
- (p) to notify us promptly if any of the events or circumstances listed in clause 13.1 occurs or arises.

9. EQUIPMENT IS AT YOUR RISK

- 9.1 During the Term you accept full responsibility for the Equipment and indemnify us on demand for all loss, theft or damage to the Equipment however caused, and from all legal liabilities and claims arising out of your possession or use of the Equipment. Your indemnity obligations under this clause will not be affected if we elect to repair the Equipment, enter into a new agreement to provide replacement equipment or if the Agreement is terminated prior to us receiving reimbursement from you.
- 9.2 If in our opinion the Equipment is not capable of being used, or is destroyed or if the Equipment is stolen then:
- (a) you must make the Equipment available for us to collect;
 - (b) this Agreement is deemed to be terminated;
 - (c) you are liable to pay us the amounts set out at clause 13.2;
 - (d) we will credit against the amount you are obliged to pay under clause 13.2:
 - (i) the scrap value of the damaged or recovered Equipment (if any); and
 - (ii) any insurance proceeds paid to us under clause 10.2(e).

10. INSURANCE AND LIABILITY WAIVER FEE

- 10.1 You must either:
- (a) have full insurance for the Equipment in accordance with clause 10.2
 - (b) pay the Liability Waiver Fee.
- 10.2 If you have insurance for the Equipment :
- (a) you must ensure that cover is for the Equipment's full replacement value against all loss, damage and other usual risks;
 - (b) you must ensure that we are named as an additional insured party and loss payee under the policy in respect of the Equipment;
 - (c) you must maintain the insurance cover (including the payment of all premiums) for the full duration of this Agreement;
 - (d) you must provide us with evidence and details of the insurance cover (including the payment of premiums) on the Delivery Date (and from time to time if we ask for it);

- (e) we will be entitled to receive all money payable under the insurance policy in respect of the Equipment and for that purpose, you give us the power to act on your behalf to claim under the insurance policy, and to take all other necessary action in relation to that claim. We may apply any amount that we recover under the insurance policy in paying any amount that you owe us under this Agreement, or in satisfying your liability to us under clause 9. If you receive any amounts paid by an insurer in respect of the Equipment, you hold them on trust for us; and
 - (f) you must not do, or fail to do, anything that may allow the insurance cover or claims under that insurance cover to be cancelled or refused, nor change insurers without our written consent. You must not enforce, conduct, settle or compromise any claim in respect of the Equipment without our consent. If we take any action to preserve the insurance cover, you will indemnify us for the cost to us in doing so, as required by clause 6.1(b) above.
- 10.3 If you do not have full insurance for the Equipment in accordance with clause 10.2 you must pay the Liability Waiver Fee. The weekly Liability Waiver Fee is specified in the Disclosure Statement.

11. LIABILITY WAIVER

- 11.1 If in our opinion the Equipment is not capable of being used, or is destroyed or if the Equipment is stolen during the course of a Burglary or Robbery and you have paid the Liability Waiver Fee, are up-to-date with such payments and complying with all other obligations under this Agreement then:
- (a) you must pay the Liability Waiver Excess;
 - (b) make the Equipment available for us to collect (if applicable);
 - (c) this Agreement is deemed terminated;
 - (d) you will be liable to pay our reasonable administration costs related to the termination of your agreement pursuant to this clause and disposal of the equipment;
 - (e) you will not be liable to pay us any of the amounts set out at clause 13.2;
 - (f) any rights in the Equipment, including benefit of the scrap value of the Equipment, are deemed to belong to us.
- 11.2 The Liability Waiver does not cover unavailability, loss or damage as a result of power failure, abandonment of the Equipment, theft where entry to the premises was not forced, deliberate or malicious damage, your neglect or loss which you could reasonably have prevented.
- 11.3 In return for payment of the Liability Waiver Fee it is intended that we bear the risk of loss or damage to the Equipment so long as you comply with the obligations set out in clause 11.1. If you do not comply with all of the obligations in clause 11.1 you will bear the risk of loss or damage to the Equipment.
- 11.4 The Liability Waiver is not provided by a third party.
- 11.5 You may be entitled to a refund of part of the the Liability Waiver Fee if this Agreement terminates early.

12. SERVICING AND REPAIR OF EQUIPMENT

- 12.1 Servicing, maintenance and repair of the Equipment may only be carried out by us and not by you or any third party.

13. EVENTS ENTITLING US TO END THIS AGREEMENT

- 13.1 You will be in default under this Agreement, and we may exercise our enforcement rights under this Agreement, if:
- (a) any amount payable by you under this Agreement is not paid when due;
 - (b) you do not meet any of your other obligations under this Agreement, or any of your obligations under any other agreement with us;
 - (c) any information supplied by you to us in connection with this Agreement (including, without limitation, information contained in any credit application form, however described) is or was false, inaccurate or misleading in a material way;
 - (d) you enter into any arrangement or compromise with creditors or an execution or distress is levied or threatened to be levied on your assets or a judgment of any court against you remains unsatisfied for one day or you become bankrupt or you enter into a no asset procedure or your no asset procedure is terminated (in each case under Part 5 of the Insolvency Act 2006), or you die;

- (e) you move the Equipment from the Specified Address without obtaining our prior written consent;
- (f) the Equipment is stolen, destroyed or damaged to such an extent that we consider that it is uneconomic to replace or repair the Equipment;
- (g) we believe the Equipment is "at risk", as defined in the PPSA or the CCFA;
- (h) any person (other than ourselves) has, or claims, a Security Interest in the Equipment or its proceeds;
- (i) you do anything or permit anything to be done which prejudices our rights in the Equipment or its proceeds, or our rights under this Agreement; or
- (j) any of the above events occurs in relation to the Guarantor named in the Specific Terms (if applicable) (or any one of them, if more than one person is named as Guarantor).

13.2 If any of the events described in clause 13.1 above happens, then, in addition to any rights we may have at law or under this Agreement, we may end this Agreement by giving you notice in writing to that effect. Upon receipt of such notice, our obligations under this Agreement (including, without limitation, to lease you the Equipment) will terminate, you must make the Equipment available for us to collect from the Specified Address at such time as we require, and you must pay us:

- (a) the unpaid balance under this Agreement (less any amount we allow to reflect that this Agreement has ended before its scheduled end date);
- (b) the Early Termination Fee; and
- (c) any other amounts payable under this Agreement (including without limitation any amounts payable pursuant to clause 6.1).

13.3 If you do not make the Equipment available for collection as required under this Agreement, we and/or our agents will be entitled to enter onto the Specified Address (or such other address where the Equipment may be situated) to retake possession of the Equipment. We will not be responsible for any damage caused in doing so.

13.4 To exercise the powers of repossession, we and/or our agents may enter any premises where the Equipment may reasonably be expected to be held, whether or not you (or the occupier) are present. You shall indemnify us and/or our agents against any claim arising from the exercise of this right.

13.5 Once we have retaken possession of the Equipment, we may sell any Equipment at any time in any reasonable way we choose, and at the best price that we can reasonably obtain for the Equipment. If we sell the Equipment, the amount that we obtain will be applied towards any amounts that you owe us under this Agreement. In any event, we will still have any other rights available to us under this Agreement or under law to recover any other amounts you owe us.

13.6 If Part 3A of the CCCFA applies to this Agreement, then nothing in this clause 13 is intended to restrict, modify or exclude your rights under Part 3A of the CCCFA, and the exercise of our rights set out above shall be subject to the terms of Part 3A of the CCCFA.

14. PART PREPAYMENTS

14.1 This Agreement gives you no right to make any part prepayment of any amount owing under this Agreement. If you ask to do so, we may decline.

15. PERSONAL PROPERTY SECURITIES ACT 1999

15.1 You acknowledge and agree that a Security Interest is taken by us in the Equipment (and in any proceeds in respect of the Equipment) as security for the due and punctual performance of your obligations under this Agreement. The Security Interest gives us the right to retake possession of the Equipment should you fail to pay any amounts when they fall due under this Agreement, or if any of the other circumstances entitling us to exercise our enforcement rights arise (see clause 13.1).

15.2 You undertake to:

- (a) sign any further documents and/or provide any further information or assistance which we may reasonably require to ensure that we have a perfected first ranking Security Interest in the Equipment under the PPSA;
- (b) indemnify, and upon demand reimburse, us for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register, and for all expenses incurred in dealing with any demand that is given under section 162 of the PPSA; and

- (c) give us not less than fourteen days' prior written notice of any proposed change in your name and/or any other change in your details (including but not limited to, changes in your address or facsimile number).
- 15.3 To the extent that Part 9 of the PPSA applies, you contract out of your rights set out in section 114(1)(a), section 116, section 120(2), section 121, section 125, section 129, section 131, section 132 and section 133.
- 15.4 You irrevocably waive any right to receive a verification statement (as that term is defined in the PPSA) in accordance with section 148 of the PPSA.
- 16. CONSUMER GUARANTEES ACT 1993**
- 16.1 This Agreement is subject to the provisions of the Consumer Guarantees Act 1993, unless you are leasing the Equipment for the purposes of a business, in which case the conditions, warranties and guarantees of the Consumer Guarantees Act 1993 will not apply to this Agreement (in accordance with clause 43(2) of that Act).
- 16.2 To the extent permitted by law:
- (a) damages for breach of warranties implied by law are limited to repair or replacement of the Equipment; and
- (b) we exclude all liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.
- 17. PRIVACY ACT 1993**
- 17.1 You authorise us to:
- (a) collect, retain, use and disclose any information about you, for the purpose of assessing your creditworthiness or for the purpose of providing you with details of other products or services; and
- (b) disclose information about you, whether collected by us from you directly or obtained from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection, or notifying a default by you.
- 17.2 We and our agents or contractors may use or disclose this information before, during or after the Term.
- 17.3 We will use, disclose and make accessible your personal information in accordance with the Privacy Act 1993.
- 17.4 You have the right to request a copy of the information about you retained by us and the right to request that we correct any incorrect information about you held by us.
- 17.5 We will store your personal information at 5/53 Cavendish Drive, Manukau.
- 17.6 You authorise us and our contractors or agents to contact you electronically (for example by email, text, website link) or by other direct or indirect modes of communication with information about products, services and promotions and without an unsubscribe facility. You can request not to receive marketing communications by ticking the relevant box in the Specific Terms.
- 18. CHANGES TO THIS AGREEMENT**
- 18.1 Subject to the requirements of any law, we may review the terms of this Agreement at any time and from time to time. If, following any such review, there is to be any change in the terms, that change will take effect from the date on which we notify you of the change.
- 18.2 No other amendment to this Agreement is effective unless it is in writing signed by both parties.
- 19. INVALIDITY**
- 19.1 If any provision of this Agreement is invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20. ASSIGNMENT OF THIS AGREEMENT**
- 20.1 We may at any time assign or transfer some or all of our rights, title and interest under this Agreement or in the Equipment to any other person without your consent.
- 20.2 Pursuant to section 102(2) of the PPSA you agree not to assert any rights you would otherwise have as referred to under section 102(1) of the PPSA and it is intended that any person to whom we assign or transfer rights under this Agreement or the Equipment should have the benefit of this Agreement.

- 20.3 You authorise us to disclose any details relating to you or this Agreement to any person to whom we assign or transfer or propose to assign or transfer our rights under this Agreement or in the Equipment, or any provider of finance to us, subject to any privacy laws.
- 20.4 You may not assign or transfer any of your rights, interests and obligations under this Agreement without our prior written consent. We are not obliged to provide our consent to any such assignment or transfer.

21. SUBCONTRACTORS

- 21.1 We may license or subcontract all or any part of our rights and obligations under this Agreement without your consent.

22. NOTICES

- 22.1 Each communication under this Agreement is to be sent to the address, facsimile number or (if applicable) email address of the relevant party set out in the Specific Terms and/or Disclosure Statement, or to any other address, facsimile number or email address from time to time notified for that purpose to the other party.

23. GENERAL

- 23.1 **Set-off:** You acknowledges that we can, at any time and without any notice, set-off any amounts we owe to you against any of your present and future indebtedness and obligations to us under this Agreement or set off amounts we owes to you under this Agreement against any other agreement between the you and us.
- 23.2 **Service Address:** You agree that both the physical address and email address provided in the Specific Terms shall be treated as addresses for service for the purposes of any communications under this Agreement, and that if you move from that address or ceases using the email address those will continue as addresses for service for the purposes of this Agreement until you notifies us of the new address or new email address, if any. That new address and/or email address shall then be treated in the same manner as addresses for service.
- 23.3 **Service Agent:** You irrevocably agrees that where you are at any time absent from New Zealand any claim form, summons, order, judgment, notice or other document relating to or in connection with any proceedings arising out of or in connection with this Agreement that needs to be served may be sufficiently and effectively served on the Lessee in connection with any proceedings in New Zealand by service on the your agent for such purposes, being the Registrar of the District Court at Auckland.
- 23.4 **No waiver:** We will not be taken to have waived any of our rights or remedies under this Agreement unless the waiver is in writing. No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under this Agreement will operate as a waiver of such right or remedy.
- 23.5 **Joint and several liability:** If there is more than one person identified as the customer in the Specific Terms then each of you is jointly and severally liable under this Agreement. This means, for example, that we can require one of you alone to pay all money owing under this Agreement.
- 23.6 **Entire agreement:** This Agreement contains all the terms and conditions of the contract between us in respect of the Equipment.
- 23.7 **Counterparts:** This Agreement may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), all of which when taken together shall constitute one and the same instrument.