

# Rental Agreement Terms and Conditions

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Your rental agreement with us is made up of these Terms and Conditions and the Hire Form. The rental agreement is a consumer lease for the purposes of Part 3 of the Credit Contracts and Consumer Finance Act 2003.

**Some key words are defined in these Terms and Conditions and are used on the Hire Form. These words are set out below:**

Defined terms in this rental agreement:	
CCCFA	CCCFA means the Credit Contracts and Consumer Finance Act 2003 as updated from time to time.
Goods	Goods means the goods specified as the "Goods Hired" on the Hire Form.
Hire Form	Hire form means the Rental Agreement Hire Form that forms part of this rental agreement.
Rental Payment	Rental payment means the rental instalment set out on the Hire Form.
Payment Period	Payment period means either a weekly, fortnightly or monthly period as specified in the "payment information" section of the Hire Form and if none is specified it means a weekly period.
Premises	Premises means the Physical Address specified in the "Customer Information" section of the Hire Form, or such location as agreed by us under clause 3(d) of this Terms and Conditions.
Security Bond	Security bond means the Security Bond specified in the "Hire Information" section of the Hire Form and pursuant to cl 7 of these Terms and Conditions.
Terms and Conditions	Terms and conditions means this document headed "Rental Agreement Terms and Conditions".
This Rental Agreement	This rental agreement means your consumer lease with us that is made up of the Hire Form and these Terms and Conditions and includes any agreed variations.
You	You means the person or people specified in the "Customer Information" section of the Hire Form and if there is more than one of you it means each of you separately and both of you jointly and includes your successors.

## 1. COMMENCEMENT, BOND, PAYMENTS, TERM AND RENEWAL

- 1.1. This rental agreement commences on the date it is signed by you. You agree to pay each Rental Payment every Payment Period, commencing on the delivery date. The delivery date is specified on the Hire Form. All Rental Payments are due in advance.
- 1.2. Where an amount for a Security Bond is included in the Hire Form, you agree to pay the instalments due for the Security Bond on the dates specified on the Hire Form. We will hold the Security Bond pursuant to the terms in clause 7 of this rental agreement.
- 1.3. If we do not receive the Security Bond payments on or before the day they are due the delivery of the Goods will be delayed until the Security Bond is received. If more than one security bond payment is received, we may charge you a Late Payment Fee for the second payment missed and we may at our election terminate this rental agreement and refund to you the amounts received, less the Late Payment Fees incurred.
- 1.4. All payments must be made by direct debit, credit or debit card unless you are paying the outstanding balance in full.

- 1.5. The term of this rental agreement is set out in the Hire Form under "The Hire Period". Unless either party has given notice to terminate within four weeks of the end of the period (or a renewed term), the term will automatically renew for a further eight (8) week period so that the hire period continues until this rental agreement is terminated. However, at any time you may give notice to terminate this rental agreement in accordance with clause 6 of these terms.

## 2. DELIVERY COST AND FEES AND CHARGES PAYABLE ON BREACH OF RENTAL AGREEMENT

- 2.1. We may charge a fee to deliver, install, collect, and return the Goods. This fee will be specified in the Hire Form, and you must pay this delivery fee to us before delivery of the Goods.
- 2.2. If you fail to return the Goods to us by on or before termination of this rental agreement and we arrange to collect the Goods, we will charge you a Goods Collection Fee as set out on the Hire Form.
- 2.3. If you fail to make a Rental Payment on time, we will charge you a Late Payment Fee as set out on the Hire Form.
- 2.4. You must also pay any expenses we incur from third parties if you default, and we take steps to enforce our rights under this rental agreement.

## 3. RENTAL

- 3.1. This rental contract entitles you to possession of the Goods and use of the Goods for their usual purpose. **Nothing in this rental agreement shall be construed as an offer by us to sell you the Goods or any option to you to purchase the Goods. You acknowledge that the Goods cannot be purchased from us by you or by any nominee of you at any time.**
- 3.2. The Goods supplied may be in new or used condition. All goods we issue will be clean and tested before they are dispatched.
- 3.3. Unless we specify a particular brand of the goods on the Hire Form we do not guarantee that you will receive a particular brand of the Goods. The Goods delivered for rent will meet the particulars specified in the Hire Form. However, if the exact model of a good is not able to be delivered for hire, we will offer you a replacement option with comparable or better features.
- 3.4. To the extent permitted by law and unless otherwise expressly agreed in writing, it is not a condition of this rental agreement that the goods will correspond precisely with the dimensions and specifications set out in the Hire Form and customary tolerances or, in the absence of customary tolerances, reasonable tolerances will be allowed. If you consider the Goods do not match the Goods described or you're unhappy with the with the Goods delivered, then please contact us and explain why you are unhappy so that we can determine the appropriate steps, which may include replacement of the Goods or termination by agreement of the rental agreement.
- 3.5. The Goods will be situated at the Premises during the term of this rental agreement or at such other location as may be agreed to from time to time by us and you.
- 3.6. If you move from the Premises, you must notify us of your



new address and contact details.

- 3.7. We retain ownership of the Goods notwithstanding your possession and use of the Goods and any temporary attachment of the Goods to any premises to facilitate the use of the Goods, subject only to the rights of you to use the Goods in accordance with, and under, this rental agreement.
- 3.8. You must not agree, attempt, offer, or purport to sell, assign, sublet, lend, pledge, mortgage, bail, let on hire or otherwise part with or attempt to part with personal possession of the Goods and its components or otherwise deal with the Goods.

## 4. INSURANCE

- 4.1. You shall insure and keep the Goods insured at your expense for replacement value or the Cash Price against such risks and contingencies as are available in a standard contents or material damage insurance policy.
- 4.2. If any money is paid to you pursuant to an insurance claim in respect of the Goods you will pay such portion of the claim proceeds that relate to the replacement or repair value of the Goods to us.

## 5. OPERATION, CARE AND REPAIR

- 5.1. We agree to keep the Goods in good working order and service them while you meet your obligations. Service on the Goods may only be carried out by our own technicians or authorised agents. We may choose to replace the Goods in which case any replacement Goods will then be the Goods for the purposes of this rental agreement.
- 5.2. You shall at all times ensure that the Goods is used solely for its intended purpose and in accordance with the operation manual. You will comply with all instructions and recommendations of the manufacturer of the Goods concerning its use.
- 5.3. In the event of a defect in the Goods, we will repair or replace the Goods at no cost to you except if the defect is caused by you pursuant to clause 5(g) of these Terms and Conditions.
- 5.4. You agree to permit us, or our agent to, at reasonable times, after giving reasonable notice to you, to arrange for the collection of the Goods or enter upon any land or premises where the Goods may be situated and retake possession for the purpose of effecting repairs.
- 5.5. You must at all times keep and maintain the Goods in a clean and reasonable condition taking account of normal wear and tear.
- 5.6. You must keep the Goods inside and fully protected from the weather.
- 5.7. You are responsible for all loss or damage to the Goods. If you or anyone permitted by you to be on the Premises damages the Goods due to neglect, mishandling, improper use, theft, fire or natural disaster and the Goods requires repairs, you must:
  - immediately notify us
  - substantiate the loss or damage with a police report and verification of forced entry in the case of loss by theft or with a written statement and physical proof in the case of accidental damage;
  - continue to pay the Rental Payments; and
  - pay for or permit us to arrange the repairs or a replacement Goods at your cost.

## 6. COOLING OFF AND TERMINATION

- 6.1. Under the Fair Trading Act 1986, you have a cooling off

period when you enter into this rental agreement via an uninvited direct sale. Accordingly, you are entitled to exercise a right to cancel this rental agreement within 5 days from the date that you receive a copy of this rental agreement as follows:

- You can cancel this rental agreement by writing, calling or emailing us using our contact details set out above.
- If you cancel within 5 days from the date that you receive a copy of this rental agreement, then we will repay all amounts that you have paid to us under this rental agreement.
- If you have the Goods, we will arrange to collect them from you. You need not hand them over unless you have received a request to do so and have had your money returned to you.

- 6.2. After the cooling off period set out in clause 6a, you are entitled to terminate this rental agreement at any time by giving us four weeks' notice. The termination date will be four weeks from the date we receive notice of your request to terminate.
- 6.3. We may terminate this rental agreement at any time by giving you four weeks' notice and the termination date will be four weeks from the date we send you notice of our intention to terminate. If you are in default, we may terminate in accordance with clause 8 without giving notice under this clause.
- 6.4. On termination of this rental agreement (other than during the cooling off period) you must deliver the Goods to us clean, in good repair, order and condition, except for reasonable wear and tear, to our address as specified in the Hire Form or as otherwise advised by us.
- 6.5. On termination of this rental agreement you agree to pay to us any Rental Payments that have fallen due and that remain unpaid to the date of termination, the Goods Collection Fee if you do not return the Goods to us, and if a default has occurred then any amounts due pursuant to clause 8 below.
- 6.6. On the return of the Goods the portion of the Rental Payment paid by you in advance which has not then been utilised and any Security Bond shall be refunded after deduction of any amount due under this rental agreement.

## 7. SECURITY BOND

- 7.1. Where an amount for a Security Bond is included in the Hire Form you must pay the Security Bond to us before delivery of the Goods.
- 7.2. We will hold the Security Bond as security for the return of the Goods in a good and clean condition. If the Goods are returned by you to us without damage (with fair wear and tear on the goods accepted) and clean and you are not in default under this rental agreement, we will refund the Security Bond to your nominated bank account.
- 7.3. If the goods are returned to us are in working order, but the goods are dirty you will be charged a Cleaning Fee, which is set out in the Hire Form. The cleaning costs will be charged to your account and to the extent it remains unpaid we will deduct it from the Security Bond.
- 7.4. If you breach any of its obligations under this rental agreement, we will have the right to apply the Security Bond either in whole or in part towards the money you owe to us under this rental agreement. However, our application of the Security Bond to the arrears will not prevent us recovering from you damages or other amounts arising under this rental agreement where such amounts are more than the amount of the Security Bond.



## 8. DEFAULT

8.1. The following events amount to default by you under this rental agreement:

- if you fail to pay the Rental Payments or other money payable under this rental agreement on the due dates for payment;
- if you fail to perform or observe any of the covenants or provisions of this rental agreement on the part of you to be performed or observed;
- if you have made any false, inaccurate or misleading statement to us with regard to the entering into this rental agreement.
- if you make any representations or warranties in this rental agreement that are or become materially incorrect or misleading;
- if you become insolvent or are adjudicated bankrupt;

8.2. If an event of default occurs, we may immediately or at any time thereafter:

- after giving reasonable notice to you, enter upon any land or premises where the Goods may be situated and retake possession of the Goods;
- if the breach relates to non-payment of a Rental Payment, charge you a Late Payment Fee for each payment you miss; and
- terminate this rental agreement.

8.3. If this rental agreement is terminated for any reason other than in accordance with clause 6 above, then without prejudice to our other rights at law or in equity, we may, at any time thereafter, demand immediate payment of all or any of the following:

- all arrears of the Rental Payments and other money then due and payable by you under this rental agreement;
- the cost any damage to the goods, being the cost of repair or if the goods are lost or damaged in such a way that they cannot be repaired or its considered uneconomic to repair them, then the value of the goods as if they were in working order, taking into account the age of the goods and fair wear and tear on goods of that age.
- the costs of repossession of the Goods; and
- all fees, costs and expenses we have incurred in enforcing this rental agreement, but without releasing you from any of your liability in this rental agreement in relation to the default.

## 9. GENERAL TERMS

9.1. We may assign, transfer or otherwise deal with this rental agreement. We will give you notice as required by law of any assignment. On assignment the assignee will have all rights to this rental agreement including the right to hold and process your personal information.

9.2. This rental agreement is governed by the laws of New Zealand and you submit to the jurisdiction of the courts in New Zealand.

9.3. We may give notice to you by visiting you personally, sending a letter to the Premises, sending an email to the email address specified in this rental agreement, sending you a text message to your mobile phone or otherwise in accordance with any law. You consent to receiving electronic disclosure to the email address specified in the Hire Form.

9.4. Except to the extent of our responsibilities to you under the Consumer Guarantees Act 1993 and your remedies

in that Act and only to the extent permitted by law, our liability to you in connection with this rental agreement is limited to the Cash Price and you indemnify us for claims in relation to your use of the Goods and in relation to this rental agreement.

9.5. If the Customer comprises two or more people, they are bound jointly and severally.

9.6. You warrant and undertake to us that you are solvent and are not aware of any insolvency proceedings being taken against you and that you are legally competent to enter into this rental agreement.

## 10. PRIVACY AUTHORISATION

10.1. To enable us to assess your application for this rental agreement, process that application, carry out our obligations in this rental agreement and if necessary, enforce our rights in this rental agreement, we need to collect personal information about you.

10.2. All information we collect in relation to this rental agreement will be held by us and may also be shared and/or held by credit reporting agencies, our agents, or our professional advisers to the extent they are required to review, use or store the information in the delivery of their services to us.

10.3. You authorise us to:

- Complete a credit enquiry with a credit reporting agency.
- Give our credit reference agency your positive credit information (including repayment history information) and about any default in your payment obligations.
- Make enquiries about fines with Ministry of Justice or using tools provided by the Ministry of Justice.
- Query the New Zealand Transport Agency database about the status of your driver licence.

10.4. We may also share your information with our assignees (or potential assignees) and their professional advisors to the extent they are interested taking a transfer or assignment of this rental agreement.

10.5. You also agree that we may use your information to offer new products and services to you and that we may share your information to other related companies in our group.

10.6. You can contact us by phone, email or post to confirm how you can inspect the information we hold about you, and if you believe any of the information is incorrect, you may request us to correct it.

## 11. NOTICE AND DISCLOSURE

11.1. You consent to any disclosure or other information, we are required to provide you under the CCCFA or otherwise, being disclosed in electronic form and by means of electronic communication. You may provide us with an address for communication in this form and may from time to time change this address by notification in writing to us.

11.2. All notices under this rental agreement whether required by law or otherwise may be served or given to you by:

- post to your address provided in the Hire Form and from time to time;
- email to your email address provided in the Hire Form and from time to time;
- in person whether at your address, our address or any other place; or
- by SMS or other electronic means.

