

# RENTRONICS

APPLIANCE RENTAL SPECIALIST

## RENT-FIX

Terms & Conditions

Rentronics is the trade name of Rentronics Limited. Rentronics Limited is a registered company and financial service provider. Our company number is 6142649 and our financial service provider registration number is FSP536646.

## GENERAL TERMS AND CONDITIONS

### DEFINITIONS

1. Terms defined in the Disclosure Statement shall have the same meaning when used in these Terms and conditions.

2. In addition, the following Terms have the following meanings:

"Administrative Costs" means our costs associated with performing any of your obligations under this Rent-Fix Contract or the costs involved in enforcing the Terms and Conditions of this Rent-Fix Contract when you default, without limitation those costs will include, office and employment costs of administering any overdue amounts payable by you, storing and/or selling the goods, the cost to us of you failing to be present at the Specified Address for the purposes of a scheduled appointment for delivery, service or collection of the Goods.

"Bond" means the amount to be paid by you to us before the Delivery Date by way of a bond to make sure you complete your obligations under this Rent-Flex Contract, in the amount set out in the Disclosure Statement.

"Cancellation" means when you terminate the Rent-Fix Contract with us or when we terminate the Rent-Fix Contract as you are in default of your obligations under the Rent-Fix Contract.

"CCCFA" means the Credit Contracts and Consumer Finance Act 2003.

"CGA" means the Consumer Guarantees Act 1993.

"Default" means breach of the Rent-Fix Contract.

"Delivery Date" means the date set out in the Disclosure Statement whereby the Goods are to be delivered to you subject to you fulfilling your obligations under this Rent-Fix Contract.

"Delivery Fee" means the fee that is chargeable when we deliver the Goods to the Specified Address.

"Disclosure Statement" means the initial disclosure statement annexed to these General terms and Conditions which together make up your contract with Rentronics Limited.

"Early Termination Fee" means the fee payable to us should we or you cancel the Rent-Fix contract before the Term has been completed. This fee is to compensate us for any loss associated with the early termination.

"Fees" mean the following:

- Administrative Costs;
- Cleaning Fee;
- Delivery Fee;
- Early Termination Fee;
- Late Payment Fee;
- Prepayment Fee;
- PPSR Fee; and
- Repossession Fee

"FTA" means the Fair Trading Act 1986.

"Goods" means the Goods described in the Disclosure Statement, including any accessories, parts or replacements which are at any time supplied with or attached to the Goods and (where the context requires) means part of or some of such Goods.

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

"Instalment" means the payments which are to be made in accordance with the Disclosure Statement.

"Late Payment Fee" means the additional fee payable if you fail to make an instalment payment at the times set out in the Disclosure Statement and includes any fee that is incurred by us due to any of your payments being dishonoured.

"Liability Waiver" means the assumption by us of the risk of damage or loss to the Goods but only in the circumstances set out in, and subject to the Terms and Conditions of, this Rent-Fix Contract.

"Liability Waiver Excess" means the additional fee payable where you rely on the Liability Waiver in accordance with the General Terms and Conditions.

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

"Market value" means the value obtained by reference to the retail price of the same or similar Goods, which is to be determined at Rentronics sole discretion.

"Minimum weekly payment" means the number of payments which

need to be made before delivery as set out in the Disclosure Statement.

"Annual Interest" means interest at a fixed rate of 40% per annum.

"Penalty Interest" means interest of 5% above the Annual Interest rate calculated daily from the time you fail to make payment until the amount outstanding is paid.

"Prepayment Fee" means an amount calculated in accordance with the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004 to compensate us because the Rent-Fix term has before the term set out in the Disclosure Statement has been fulfilled.

"PPSA" means the Personal Property Securities Act 1999.

"PPSR Fee" means the fee incurred by way of registration of a financing statement or other document required to be registered pursuant to the PPSA.

"Rent-Fix Contract" means this agreement which includes the Disclosure Statement and these General Terms and Conditions.

"Rent-Fix Term" means the period as set out in the Disclosure Statement. The Term will begin upon the commencement date as set out in the Disclosure Statement and will expire on the term set out in the Disclosure Statement.

"Repossession Fee" means the fee payable if you are in Default and we

are required to repossess the Goods from you.

"Repossession Notice" means a written warning notice identifying your default. If this default is not remedied within 15 days of the notice, we will have the right to reposes the Goods from you.

"Security Interest" has the meaning given to it in the PPSA.

"Specified Address" means the address set out in the Disclosure Statement as the address to which the Goods will be delivered and kept during the Rent-Fix Term (or such other address that we give our prior written consent to the Goods being moved to).

"Term" means the period if this Rent-Fix Contract as set out in the Disclosure Statement.

"Third Party Costs" means costs Rentronics may incur on your behalf, including but not limited to bank fees and cleaning fees.

"You" means the person or persons identified as such in the Disclosure Statement 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 other 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.

"We" or "us" means Rentronics Limited and our successors and assignees. "Our" has a corresponding meaning.

3. Subject to any applicable legislation, references to:
  - a "working day" mean any day other than Saturdays, Sundays and public holidays in Auckland;
  - a "person" includes any individual, company, corporation, firm, partnership, association or organisation (in each case, whether or not having a separate legal personality); and

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.

#### **OWNERSHIP AND POSSESSION**

1. During the Rent-fix term, we will retain ownership of the Goods. The lease agreement confers no other right or interest in the goods, including no right to purchase the goods at any time during or after the term of the lease agreement.
2. You will not part with possession of the Goods except with Rentronics written consent.
3. You will ensure the Goods are always kept at the Specified Address. If you want to relocate the Goods, you need to notify Rentronics of your new address, seven (7) days prior to your relocation and obtain our written consent to move the Goods.
4. Once all amounts payable under the Rent-Fix Contract have been paid in full to us and all other obligations under the Rent-Fix Contract are satisfied, the contract will end. You are subsequently required to return the goods to the address specified by the company.
5. On termination of the lease agreement, whether by way of early termination or because the lease agreement has reached its full term, the company may sell the goods to any person it so chooses, in its absolute discretion, using any reasonable method.

## **INSURANCE AND LIABILITY WAIVER**

6. You must either:
  - a. Have full insurance for the Goods; or
  - b. Purchase the Liability Waiver.
7. If you have insurance for the Goods:
  - c. we must first approve the Insurer and the Insurance policy;
  - d. you must ensure that cover is for the Goods full replacement value against all loss, damage and other usual risks;
  - e. you must ensure that we are named as an additional insured party and loss payee under the policy in respect of the Goods;
  - f. you must maintain the insurance cover (including the payment of all premiums) for the full duration of the Rent-Fix Term;
  - g. 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);
  - h. we will be entitled to receive all money payable under the insurance policy in respect of the Goods and for that purpose, you irrevocably 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 Rent-Fix Contract, or in satisfying your liability. If you receive any amounts paid by an insurer in respect of the Goods, you must hold them on trust for us; and
- l. 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 Goods 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.
8. If you do not have full insurance for the Goods you must pay the Liability Waiver Fee. The weekly Liability Waiver Fee is specified in the Disclosure Statement.
9. You must be up-to-date with such Liability Waiver Fee payments at all times and comply with all other obligations under this Rent-Fix Contract for the Liability Waiver to apply.
10. Subject to clause 9 above, the Liability Waiver will apply, if in our opinion, the Goods are not capable of being used because of damage or destruction, or if the Goods are stolen during the course of a Burglary or Robbery.
11. If the Liability Waiver applies to your situation, pursuant to clauses 9 and 10, the Rent-Fix Contract is deemed to be Cancelled and you must:
  - a. pay the Liability Waiver Excess;
  - b. make the Goods available for us to collect (if applicable); and
  - c. pay our reasonable Administration Costs related to the Cancellation of your Rent-Fix Contract pursuant to this clause and disposal of the

Goods.

12. Subject to clause 11, the Liability Waiver does not cover unavailability, loss or damage as a result of power failure, abandonment of the Goods, theft where entry to the premises was not forced, deliberate or malicious damage, your neglect or loss which you could reasonably have prevented (for example: by way of negligent relocation of the Goods).
13. In return for payment of the Liability Waiver Fee and subject to all of the conditions set out in clauses 8-12 hereof, we agree that we will bear the loss or damage to the Goods.
14. You may be entitled to a refund for part of the Liability Waiver Fee if Early Termination applies.

#### **DELIVERY**

15. Prior to Delivery, Rentronics require the Minimum Weekly Payments to be paid and either Insurance or the Liability Waiver to be in place.
16. Once the conditions in clause 15 are satisfied, Rentronics will deliver the Goods to the Specified Address.
17. If you relocate the Goods in accordance with clause 3, you are responsible for their careful transportation. If the Goods are damaged during this process, you are liable for their repair.
18. If the exact model of any Good ordered is no longer available at the time the Good is to be delivered, we will use our best endeavours to provide

you with a replacement model with comparable or better features at no extra cost. We will contact you to discuss the provision of the alternative Good. If you do not wish to receive the alternative Good we will refund all the monies you have paid without interest.

19. We will deliver the Goods to the Specified Address on the Delivery Date. Delivery shall be complete on the arrival of the Goods at the Specified Address and we will not be liable for any items missing or damaged after they have been delivered to the Specified Address. You shall be deemed to have accepted delivery upon arrival of the Goods at the Specified Address if they arrive undamaged.
20. If the Goods are damaged in transit, we will arrange for replacement Goods to be provided.
21. If there is a delay in the delivery of the Goods which is not caused by us (for example: occasioned by strike, lock out, Act of God, shortage of stocks, shortage of labour, lack of skilled labour, delays in transit, legislative, governmental or other prohibitions or restrictions, fire, flood, hostilities or other causes whatsoever for reasons beyond our reasonable control):
  - a. the Delivery Date (and all other Terms of this Rent-Fix Contract) will be amended by such delay; and
  - b. the delay will not allow you to cancel the contract.

You will be notified of this delay and an alternative Delivery Date will be arranged with you.

22. You accept full responsibility and indemnify us against all claims in respect of injury to persons or damage to property arising out of the use of the Goods during the Rent-Fix Term, however arising, whether from your negligence or the negligence of others.

#### **SHORTAGES AND ERRORS**

23. Our liability for shortages in quantity and errors shall be limited to making up shortages and taking back any Goods delivered in error respectively. No claim for shortages in quantity or errors will be allowed unless:

- a. the claim is notified to us within two days of Delivery of the Goods to you; and
- b. we are given a reasonable opportunity to investigate the claim.

#### **PAYMENT**

24. You agree to pay all amounts payable by you to us under this Rent-Fix Contract in the amounts and on the dates for payment set out in the Disclosure Statement.

25. 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 Rent-Fix Contract provides, or as we may agree or direct from time to time).

26. You are required to sign an Automatic Payment form or provide

Authority for us to accept Direct Debits.

27. If the Automatic Payment form has been cancelled or the authority to accept Direct Debits has been Terminated, then you irrevocably agree to immediately re-sign a new Automatic payment form or provide a new authority for us to accept Direct Debits to ensure the payments continue and the Contract for the rental of the Goods is satisfied in full.

28. All Penalty Interest and Third Party charges are irrevocably authorised to be debited from your bank account by virtue of Direct Debit or Automatic Payment Authority provided by you.

29. Rentronics will not be liable for any bank fees, including Dishonour Fees, charged by your bank.

30. 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 Rent-Fix Contract.

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

32. All Rentronics prices are inclusive of GST. However, if any additional taxes or government charges become payable in respect of this Rent-Fix Contract, including but not limited to any increase in the amount of GST payable, 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.

33. If there is more than one payment overdue, all payments received will

be credited in the following order:

- a. payment of all outstanding fees;
- b. payments of interest, if charged; and
- c. payment of all outstanding instalments in chronological order.

34. A payment to us is not regarded as having been received until that payment has been made to us in cleared funds that will not be reversed.

#### **PART PAYMENTS**

35. This Rent-Fix Contract gives you no right to make any part payment of any instalments or fees owing under this Rent-Fix Contract.
36. If you make a part payment, then you will be deemed to be in Default under the Rent-Fix Contract and all our rights against you due to your Default including but not limited to Cancellation of this Rent-Fix Contract and right to charge for and collect all interest and other fees will become available to us.

#### **FULL PREPAYMENT**

37. 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 Rent-Fix Contract.
38. If you make full prepayment we are entitled to charge our Administrative Costs arising out of such full prepayment together with the Prepayment Fee which is a charge to compensate us for the loss (if any) resulting from the full prepayment. .

39. At the time of such prepayment you must also pay us any other amounts which may be outstanding under the Rent-Fix Contract. Upon payment of such amounts (and provided that all of your other obligations under this Rent-Fix Contract are satisfied), Rent-Fix Contract will end.

#### **MAINTENANCE OF THE GOODS**

40. During the Rent-Fix Term, you agree:
- a. to satisfy yourself at the beginning of the Rent-Fix Term that the Goods are suitable for the purposes for which you intend to use them and are in good working order and condition;
  - b. to ensure that the Goods are always used in a manner which prevents them from being damaged;
  - c. to notify us immediately by telephone if the Goods are stolen, damaged, require repairs or maintenance, has or develops a defect and/or is involved in an accident;
  - d. to operate the Goods 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 Goods;
  - e. to keep the Goods in your own possession and control, to use the Goods 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 Goods 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 Goods (other than the Security Interest in our favour). If a Security Interest is created over the Goods in breach of this Rent-Fix Contract, we may pay



the holder of the Security Interest the amount necessary to discharge it and we may recover any such costs from you;

- h. not to move the Goods from the Specified Address (including, without limitation, pursuant to any attempt to return the Goods to us) without our prior written consent;
- i. not to alter or make any additions to the Goods or allow them to be interfered with including (without limitation) altering, defacing, concealing or erasing any identifying mark or number on or in the Goods, and not to allow any accessories or extra parts to be added to the Goods;
- 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 Goods are located in order to inspect the Goods to confirm their 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 Goods are located in order to make such inspection;
- k. to protect the Goods against distress, execution or seizure;
- l. not to allow the Goods to become an accession to or affixed to any property;
- m. not to permit any repair, maintenance or servicing of the Goods to be carried out by any party other than us;
- n. you must report any theft of the Goods during the course of a Burglary or Robbery to the police and to us within seven (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 Goods are not capable of being used, or are destroyed;

- p. you must notify us in writing within seven (7) days of any change of contact details including, email address, telephone number and home address; and
- q. to notify us promptly if any of the events or circumstances listed above occurs or arises.

#### **SERVICING AND REPAIR**

- 41. Servicing, maintenance and repair of the Goods may only be carried out by us and not by you or any third party.
- 42. We will be liable for the cost of general servicing, maintenance and repair of the Goods.

#### **CLEANING**

- 43. Upon Cancellation of the Rent-Fix Contract white-ware, electronics and furniture need to be spotlessly clean and hygienic. They must be in the same condition as when we delivered the Goods to you. However, if you do not have time to clean, or we deem in our sole discretion your cleaning unsatisfactory, the following cleaning charges will apply:
  - a. White-ware : \$45.00
  - b. Electronics : \$30.00
  - c. Furniture : \$45.00
- 44. In order to ensure proper sanitation if the beds are returned to us, we require them to be cleaned only by us. The following sanitation charge

applies:

d. Bed : \$60.00

#### **ADDITIONAL FEES AND CHARGES**

45. The following credit fees and charges and Penalty Interest and fees (which are not included in the initial unpaid balance) are, or may become, payable under or in connection with this Rent-Fix Contract. If we demand it, you must pay us:

- a. any loss suffered or cost incurred by us in protecting our interests or enforcing our rights in the Goods under this Rent-Fix Contract, or in connection with any default or breach by you under this Rent-Fix Contract, including, without limitation, any loss or cost incurred by us in connection with:
  - i. administrative costs: means our costs associated with performing any of your obligations under this Rent-Fix Contract or the costs involved in enforcing the Terms and Conditions of this Rent-Fix Contract when you Default, without limitation those costs will include, office and employment costs of administering any overdue amounts payable by you, storing and/or selling the goods, the cost to us of you failing to be present at the Specified Address for the purposes of a scheduled appointment for delivery, service or collection of the Goods;
  - ii. cleaning fee: as outlined in clauses 39-40 you will be liable to pay a cleaning fee if we at our sole discretion deem it necessary;

- iii. early termination fee: when you choose to end the Rent-Fix Contract before the end date (excluding in circumstances of Full Prepayment), or we have to Cancel the Rent-Fix contract;
- iv. PPSR fee (if applicable): which is incurred when we register our security interest.
- v. penalty interest: will be charged in the event of non-payment by you in respect of any amount payable under this Rent-Fix Contract;
- vi. late payment fee: additional fee payable if you fail to make an instalment payment as outlined in the Disclosure Statement;
- vii. liability waiver excess: means the additional fee payable where you rely on the Liability Waiver in accordance with the General Terms and Conditions;
- viii. repossession fee: means the fee payable if you refuse to make the Goods available to us and we are required to recover the Goods from you;
- ix. any other reasonable charges that we may incur which is due, whole or in part to a default made by you, under the Rent-Fix Contract.

46. The costs referred to may include Third Party Costs and will include any legal expenses we incur, charged on a solicitor- 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.

47. Where a fee is payable pursuant to any Rent-Fix Contract or these General Terms and conditions, we have a right, in our absolute discretion, to accept a lesser fee.

48. We may at our discretion refuse credit or otherwise discontinue our trading relationship with you, but shall in any case, be authorised to continue to use any Direct Debit form or Automatic Payment Authority provided by you to effect payment of any outstanding moneys owing by you.

#### **DEFAULT LEADING TO CANCELLATION**

49. You will be in Default under this Rent-Fix Contract, and we may Cancel this Rent-Fix Contract, if:

- a. any amount payable by you under this Rent-Fix Contract is not paid when due;
- b. you do not meet any of your other obligations under this Rent-Fix Contract, or any of your obligations under any other Rent-Fix Contract with us;
- c. any information supplied by you to us in connection with this Rent-Fix Contract (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);

- e. you move the Goods from the Specified Address without notifying us seven (7) days prior;
- f. the Goods are stolen, destroyed or damaged to such an extent that we consider that it is uneconomic to replace or repair the Goods;
- g. we believe the Goods are "at risk", as defined in the PPSA or the CRA;
- h. any person (other than ourselves) has, or claims, a Security Interest in the Goods or its proceeds;
- i. you do anything or permit anything to be done which prejudices our rights in the Goods or its proceeds, or our rights under this Rent-Fix Contract; or
- j. any of the above events occurs in relation to the Guarantor named in the Disclosure Statement (if applicable) (or any one of them, if more than one person is named as Guarantor).
- k. If any of the events described above happens, then, in addition to any rights we may have at law or under this Rent-Fix Contract, we may end this Rent-Fix Contract by giving you notice in writing to that effect. Upon receipt of such notice, our obligations under this Rent-Fix Contract (including, without limitation, to lease you the Goods) will terminate and you must make the Goods available for us to collect from the

Specified Address at such time as we require, and you must pay us:

- i. the unpaid balance under this Rent-Fix Contract;
  - ii. the Early Termination Fee; and
  - iii. any other amounts payable under this Rent-Fix Contract (including without limitation any amounts payable pursuant to clause 45).
  - iv. If you do not make the Goods available for collection as required under this Rent-Fix Contract, we will serve you with a Repossession Notice. If you do not comply with the Repossession Notice, we and/or our agents will be entitled to enter onto the Specified Address (or such other address where the Goods may be situated) to retake possession of the Goods. We will not be responsible for any reasonable damage caused in doing so.
50. To exercise the powers of repossession, we and/or our agents may enter any premises where the Goods 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.
51. Once we have retaken possession of the Goods, we may sell any Goods at any time in any reasonable way we choose, and at the best price that we can reasonably obtain for the Goods. If we sell the Goods, the amount that we obtain will be applied towards any amounts that you owe us under this Rent-Fix Contract. In any event, we will still have the rights available to us under this Rent-Fix Contract or under law to

recover the balance of all amounts that would still otherwise be payable by you to us under this Rent-Fix Contract.

52. If Part 3A of the CCCFA applies to this Rent-Fix Contract, then nothing in this clause 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.

#### **ALTERING THE TERMS**

53. Subject to the requirements of any law, we may review the General Terms and Conditions at any time. If, following any such review, there is to be any change in the General Terms and Conditions, that change will take effect from the date on which we notify you of the change.

#### **INVALIDITY**

54. If any provision of this Rent-Fix Contract is invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

#### **ASSIGNMENT OF THIS RENT-FIX CONTRACT**

55. We may at any time assign or transfer some or all of our rights, title and interest under this Rent-Fix Contract or in the Goods to any other person without your consent.
56. 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 Rent-Fix Contract or the Goods should have the benefit of this Rent-Fix Contract.

57. You authorise us to disclose any details relating to you that we have in our possession together with a copy of this Rent-Fix Contract to any person to whom we assign or transfer or propose to assign or transfer our rights under this Rent-Fix Contract.

58. You may not assign or transfer any of your rights, interests and obligations under this Rent-Fix Contract without our prior written consent. We are not obliged to provide our consent to any such assignment or transfer.

#### **SUBCONTRACTORS**

59. We may license or subcontract all or any part of our rights and obligations under this Rent-Fix Contract without your consent.

#### **NOTICES**

60. Each communication under this Rent-Fix Contract is to be sent to the address, facsimile number or (if applicable) email address of the relevant party set out in the Disclosure Statement 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.

#### **DEATH**

61. In the event of your death, this Rent-Fix Contract shall be terminated at the date your estate notified us of your date of death. We have the right to enter any property to repossess any goods retained by your estate and to collect all monies owing up to the date of repossession, including but not limited to all monies payable under clause 55-56 inclusive of this Agreement.

#### **NOTICES / ELECTRONIC DISCLOSURE TO YOU**

62. You will be deemed to have received any notice we give you four (4) working days following the posting date of such notice. We will send any notices to you at the last address we have for you on our records.

63. You hereby consent to any disclosure or other information required to be provided to you by us under the CCCFA or otherwise being disclosed in electronic form and by means of electronic communication (e.g. by email or text message), including:

- a. electronic communication which provides you with information to allow you to access any disclosure or other information from a website or by means of the Internet; or
- b. by providing you with access to a website whereby you can access any disclosure or other information required to be provided to you by us under the CCCFA or otherwise.

#### **TELEPHONE SALES**

64. These Terms and conditions also apply to any telephone transaction

between you and us.

65. In order to place an order with us by telephone, you will first have to meet our requirements in establishing your identification, including answering security questions.
66. We may from time to time take and keep recordings of telephone conversations between you and us, and you consent to the recording of those telephone conversations.

## **THE LAW**

### **PERSONAL PROPERTY SECURITIES ACT 1999**

67. You acknowledge and agree that a Security Interest is taken by us in the Goods (and in any proceeds in respect of the Goods) as security for the due and punctual performance of your obligations under this Rent-Fix Contract. The Security Interest gives us the right to retake possession of the Goods should you fail to pay any amounts when they fall due under the Rent-Fix Term, or if any of the other circumstances entitling us to exercise our enforcement rights arise (see clause 69).
68. 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 Goods 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).

69. 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 of the PPSA.

70. 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.

### **CONSUMER GUARANTEES ACT 1993**

71. This Rent-Fix Contract is subject to the provisions of the Consumer Guarantees Act 1993, unless you are renting the Goods 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 Rent-Fix Contract (in accordance with clause 43(2) of that Act).

72. To the extent permitted by law:

- a. damages for breach of warranties implied by law are limited to repair or replacement of the Goods; and
- b. we exclude all liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.

### **PRIVACY ACT 1993**

73. 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.

74. We and our agents or Contractors may use or disclose this information before, during or after the Rent-Fix Term.

75. We will use, disclose and make accessible your personal information in accordance with the Privacy Act 1993.

76. 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.

77. We will store your personal information at a secure location.

78. 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 Disclosure Statement.

### **GENERAL**

79. Set-off: You acknowledge that we can, at any time with 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 Rent-Fix Contract or set off amounts we owe to you under this Rent-Fix Contract against any other Rent-Fix Contract between you and us.

80. Service Address: You agree that both the physical address and email address provided in the Disclosure Statement shall be treated as addresses for service for the purposes of any communications under this Rent-Fix Contract, 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 Rent-Fix Contract 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.

81. **Service Agent:** You irrevocably agree that when 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 Rent-Fix Contract that needs to be served may be sufficiently and effectively served on you 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. You irrevocably appoint the Registrar of the District Court at Auckland to accept service as your agent.

82. **No waiver:** We will not be taken to have waived any of our rights or remedies under this Rent-Fix Contract 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 Rent-Fix Contract will operate as a waiver of such right or remedy.

83. **Joint and several liability:** If there is more than one person identified as the customer in the Disclosure Statement then each of you is jointly and severally liable under this Rent-Fix Contract. This means, for example, that we can require one of you alone to pay all money owing under this

**Rent-Fix Contract.**

84. **Entire Rent-Fix Contract:** This Rent-Fix Contract contains all the Terms and conditions of the Contract between us in respect of the Goods.

85. **Counterparts:** This Rent-Fix Contract 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.

**ESSENTIAL TERMS**

86. All of the Terms of this Rent-Fix Contract are essential so if you breach any Terms you will have committed a default of your obligations which will enable us to exercise our rights when you are in default.

**COMPLAINTS**

87. If you are not satisfied with the service you receive from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone on Freephone 0800-028-512, by email on [info@rentronics.co.nz](mailto:info@rentronics.co.nz) or in writing.

88. We are a member of an independent dispute resolution scheme operated by Financial Dispute Resolution Service ("FDRS"). If you are not satisfied by our response, you may refer the matter to FDRS by visiting their website on [www.fdrs.org.nz](http://www.fdrs.org.nz) or calling FDRS on 0508 337 337. Full details of how to access the FDRS scheme can be obtained on their website [www.fdrs.org.nz](http://www.fdrs.org.nz). There is no cost to you to use the services of FDRS.