

rental agreement

account number

rental agreement dated _____

between Thorn Group Financial Services Limited, trading as Dominion Television Rentals ("dtr") and

full legal name and postal address (plus installation address if different, as shown on goods ID)

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equipment details

description	new/rehire	monthly rental (incl gst)	damage liability waiver	total	Excess												
<table style="width: 100%;"> <tr> <td style="width: 15%; border: 1px solid black;">minimum term</td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;">commencement date: _____</td> <td style="width: 55%; border: none;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: none;">total monthly rental</td> <td style="width: 50%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">establishment fee</td> <td style="border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">installation fee</td> <td style="border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">total initial payment \$:</td> <td style="border: 1px solid black;"> </td> </tr> </table> </td> </tr> </table>				minimum term		commencement date: _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: none;">total monthly rental</td> <td style="width: 50%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">establishment fee</td> <td style="border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">installation fee</td> <td style="border: 1px solid black;"> </td> </tr> <tr> <td style="border: none;">total initial payment \$:</td> <td style="border: 1px solid black;"> </td> </tr> </table>	total monthly rental		establishment fee		installation fee		total initial payment \$:			
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installation fee																	
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 Mobile Phone Number _____
 Work Phone Number _____
 Home Phone Number _____

rental only no option to purchase

payment reference

credit card details amex <input type="checkbox"/> diners <input type="checkbox"/> bankcard <input type="checkbox"/> visa <input type="checkbox"/> card name _____	company order
card number _____ expiry date _____	

special arrangements/requirements :

Will the equipment be used in a place of work? yes no

if the equipment will be used in a place of work, where will it/they be used and what will it/they be used for?

cross out the clause which is not applicable:

either: acceptance of liability –
 I/we (the customer) have elected not to pay the damage liability waiver fee and therefore agree to indemnify the owner for all losses of and damage to the equipment (fair wear and tear excepted) see clause 11.

or: reduction of liability –
 I/we (the customer) have elected to pay the damage liability waiver fee (being the fee charged for dtr's provision of the damage liability waiver) and consequently our liability in the event of loss or damage to the equipment is limited to the excess (defined at clause 10.5 of this Agreement, and as seen above) on each item for which the fee is paid. Exceptions to dtr's liability in the event of loss or damage to the equipment under the damage liability waiver are set out in clause 10.

Privacy –
 I/we the customer authorise any person or company to provide dtr with such information as dtr may require in response to dtr's credit inquiries. i/we further authorise dtr to furnish to any third party details of this agreement and any subsequent dealings that i/we may have with dtr as a result of this agreement being actioned by dtr. i/we also give dtr and any of its subsidiaries authorization to contact me/us in regard to new products or conduct market research. if i/we do not wish to receive future information about dtr's range of products, offers or competitions, i/we will inform dtr at thorn group financial services limited, p o box 204365 highbrook Manukau 2161. i/we understand that i/we have a right to access to and correction of personal information held by dtr about me/us. i/we also understand that the information i/we provide of my/our friends and family is for research, marketing and credit checking purposes only and will not be published in a form that could reasonably be expected to identify them.

Under the Unsolicited Electronic Messages Act 2007, dtr needs your consent to send you some types of commercial electronic messages (mostly marketing and promotional information). If you do not wish to receive these sorts of messages from dtr, please tick the 'No' box below before signing this document. If neither of the boxes are ticked dtr will assume you want to receive emails and text messages.

Yes, I consent to receiving marketing and promotional electronic messages from you in the future.

No, I do not wish to receive any marketing or promotional electronic messages from you in the future.

Customer Signature _____ Date _____

Witnessed by _____ Staff no. _____ Address _____

Standard Terms and Conditions

1 Specific Terms and Conditions

1.1 These Standard Terms and Conditions together with the rental agreement form the agreement ('**Agreement**').

2 Payment

2.1 You ('the Customer') must make the payments as set out in this Agreement.

2.2 Payments must be made by You to dtr on the due date by credit card or direct debit to dtr's nominated bank account. Payments must be in cleared funds, without any deduction or withholding for any other account as set-off, counterclaim or otherwise.

2.3 Where credit card details have been provided, in addition to regular payments, You authorise dtr to debit Your credit card for any costs incurred under this Agreement that are outstanding at the end of this Agreement.

2.4 For calculation of payments due the timing of those payments, each day shall end at 4pm on that day, and any payments received or required to be made after 4pm shall be deemed to have been made or received after the end of that day.

2.5 If You make a payment which is accepted by dtr prior to the due date of payment dtr shall hold it unallocated, and it shall not be credited to Your account until the due date.

2.6 dtr may, at its absolute discretion, decline to accept any payment (other than a payment in full of all amounts due under this Agreement) from You until the due date of that payment has arrived.

2.7 If You operate a credit account with dtr a bond maybe required prior to commencing rental. On the return of the Equipment in good order and condition dtr will refund any excess of payment in excess of total charges.

2.8 Subject to Clause 8.1, the Customer's obligations to make payment shall continue despite any damage caused to the Equipment, unless this Agreement is terminated as described in clauses 10. 1(c) and 11.1.

3 Penalty Fees

3.1 If You do not make any payment by the due date of payment and such failure is not remedied within 14 days, then You must pay to dtr, upon demand, default interest ('Default Interest') on the unpaid amount from the due date until the date of payment at the rate specified by dtr but not exceeding 25% per annum together with all reasonable costs incurred by dtr including solicitor fees, client costs, door knock fees.

3.2 dtr also reserves the right to charge You a Late Fee of \$33 per contract per month together with any additional costs incurred by dtr in dealing with a default by You of this Agreement including without limitation, solicitor/client costs, and any costs in engaging the services of a debt collection agency to recover the debt owed by You to dtr.

4 Default and Repossession

4.1 An event of default ('Event of Default') occurs if You:

- a. don't make a payment and such default continues for 7 days (whether payment has been demanded or not);
- b. permit or commit a breach of this Agreement;
- c. make any misstatement to dtr;
- d. are in breach of or defaults in the performance of Your obligations under any other contract, agreement or arrangement with dtr including an obligation of You to pay any other debt to dtr under any such agreement or contract;
- e. allow any of Your assets or the Equipment to be seized to satisfy Your debts;
- f. are a company, and an order is made or resolution is passed or any other steps taken for Your liquidation;
- g. enter into or take any steps to enter into a scheme of arrangement, composition or assignment for the benefit of Your creditors generally;
- h. commit an act of bankruptcy or are adjudged a bankrupt;
- i. have a receiver appointed or any of Your assets or You are deemed to be insolvent;
- j. have an execution order or distress levied upon any of Your property or the Equipment;
- k. do, or cause to be done or permit or suffer any act or thing which prejudices or jeopardises dtr's rights in the Equipment;
- l. allow a financing statement to be registered against the Equipment; or
- m. allow a lien to be created over the Equipment,

then, all moneys payable under this Agreement shall become due and payable and without prejudice to its other rights and remedies, dtr may cancel this Agreement, and in addition to the rights contained in section 109 of the PPSA, repossess the Equipment after giving 15 days' notice (or such other minimum period as may be prescribed by any applicable law) provided that if dtr has reasonable grounds to believe that the Equipment has been or will be destroyed, damaged, endangered, disassembled, removed, concealed, or at risk (as defined in the PPSA) then dtr may immediately repossess the Equipment without notice. dtr, for such purposes, may by its servants or agents enter into any premises at reasonable times in which the Equipment may be located without being liable for any action for trespass. All reasonable costs incurred by dtr (including without limitation solicitor/client costs) in relation to recovery of the Equipment shall be payable by You. If the Equipment is for non business purposes then this clause is subject to the Credit Contracts and Consumer Finance Act 2003.

4.2 If dtr commits a material breach of this Agreement which is not remedied by dtr within 30 days of receiving notice from you setting out the breach, you may terminate this Agreement.

4.3 You agree to indemnify dtr against any losses, costs or expenses (including legal costs on a full indemnity basis) which may arise or dtr may incur as a result of an Event of Default by You.

5 Delivery

5.1 dtr appoints You as its agent to take delivery of the Equipment on its behalf. Such taking or delivery shall also be acceptance of delivery under this Agreement by the Customer. You hold the Equipment solely as lessee and it is at Your sole risk on delivery.

5.2 Subject to Clause 8.1, dtr shall have no responsibility to You for or arising out of any delay in delivery of the Equipment, for any damage incurred in the course of delivery or installation.

5.3 You are responsible for all costs of delivery, assembly, installation, erection and setting up of the Equipment.

5.4 dtr will not be required to install Equipment that may require the said Equipment to be installed above knee high, on brackets, in a position that may place people at risk of being injured or maimed or where the installation requires a trade man.

5.5 You will indemnify dtr from any liability under the Health and Safety Act should You install Equipment where people maybe placed at risk.

5.6 Subject to Clause 8.1 provided dtr has complied with its obligations under this Agreement, You shall not have any claim against dtr for any loss or damage suffered by the You as a result of the Your use of the Equipment and You will indemnify dtr against any claim by a third person in respect of any loss, injury or liability arising from this Agreement or arising out of the use of the Equipment.

6 Good Order and Condition

6.1 You shall:

- a. at Your own expense keep and maintain the Equipment in good working order, repair and condition (fair wear and tear excepted), and replace any worn out or defective parts with new parts;
- b. not interfere with, add to or modify the Equipment without the prior written consent of dtr;
- c. use the Equipment in a careful and proper manner, and in accordance with manufacturer's instructions, and keep the premises in which the Equipment is installed or situated secure against unauthorised entry;
- d. allow dtr the right to inspect or test the Equipment at any reasonable time; and
- e. keep the Equipment in Your possession and under Your control at the Installation Address specified at the front of this Agreement or at such other address only as dtr has first approved in writing.

7 Repairs

7.1 All repairs and maintenance shall be carried out by dtr or by someone nominated or approved by dtr.

7.2 You shall pay for all repairs where the damage has been caused by any person other than dtr or falls outside DLW.

7.3 If you fail to pay for any repairs dtr may pay for the same and recover the cost as a debt due from You.

7.4 If required by the Consumer Guarantees Act 1993 (the '**CGA**'), dtr shall on reasonable request service the Equipment if it is in need of repair. dtr has the right to refuse to repair the Equipment if the Equipment requires repairs or servicing by reason of Your actions or omissions comprising deliberate

- 8 Agreement, or Your liability to make any payments under this Agreement.
- 8.1 **Consumer Guarantees Act 1993**
- 8.1 Except if you are renting the Equipment for a business purpose and it would be fair and reasonable to do so, nothing in this Agreement is intended to limit or affect your rights (if any) under the CGA. If you are acquiring the Equipment for a business purpose, to the maximum extent permitted by law, the CGA will not apply.
- 9 **Warranties**
- 9.1 You agree that the Equipment is suitable for its purpose, and that dtr has made no representations or warranties with respect to the suitability or durability of the Equipment for Your purposes of and uses, or any other representation or warranty expressed or implied.
- 9.2 This Agreement represents the entire agreement between You and dtr as to its subject matter and all warranties, representations, undertakings and conditions and other terms whether expressed or implied, oral or written are hereby excluded to the fullest extent permitted by law.
- 10 **Damage Liability Waiver (DLW)**
- 10.1 Subject to compliance by You with all of the obligations set out You in this Agreement (including, without limitation, clause 10.3) of the DLW Fee under this Agreement:
- a. You are not obliged to keep the Equipment insured against damage or loss due to lightning, windstorm, flood, smoke, fire, bursting of fixed water installation, Burglary or Housebreaking;
- b. dtr agrees to forgo its right to receive the amount otherwise payable by You in respect of such damage or loss, and reduce Your liability to dtr in respect of the Equipment to the sum indicated as the "DLW Excess" on the front of this Agreement; and
- c. if You continue with the Agreement, dtr may, at its option, replace the Equipment, which will be subject to this Agreement. dtr is not obliged to replace the Equipment under the DLW more than once. If dtr chooses not to replace the Equipment then provided you comply with clause 10.2, this Agreement will terminate.
- 10.2 For clause 10 to apply, You shall:
- a. pay the DLW Fee on the date of this Agreement;
- b. comply with all the terms and conditions of this Agreement;
- c. report any loss or damage to the Equipment as a result of a Burglary or Housebreaking to the Police within 7 days and to dtr's nearest store within a reasonable time period (and no longer than a week) of the damage occurring;
- d. fully and correctly complete a dtr Incident Report Form, as provided by dtr; and
- e. pay to dtr the "DLW Excess" sum within 30 days of the damage or loss occurring.
- 10.3 This clause 10 does not apply to damage due to moisture, scratches, mysterious disappearance, vandalism, abandonment, Your neglect or intentional acts. You remain responsible and liable for (and may buy insurance in the case of) damage or loss through such an event. Any such insurance must be in our name and in your name, and clause 11.1 will apply.
- 10.4 Burglary and Housebreaking is defined as "the criminal taking of Equipment from the Installation Address as shown on the Agreement by a person entering the Installation Address through force or violence as indicated by visible damage made by tools or other means at the point of entry."
- 10.5 –DLW Excess sum is 50% of the replacement cost up to a maximum of \$1,000.00 (plus GST) per item unless the excess is quoted as part of this Agreement.
- 11 **No DLW Accepted**
- 11.1 Where You have elected not to make any DLW payments, the Equipment shall be at Your sole risk as at the date of delivery or possession and You shall keep the Equipment insured to its full insurable value against loss or damage due to lightning, windstorm, flood, smoke, fire, bursting of fixed water installation, Burglary or Housebreaking with an independent insurer and such insurance shall be in the joint name of You and dtr. All monies payable under such policy of insurance must be paid to dtr and shall be applied, at dtr's option, in either making good any damage to the Equipment, or in or towards payment of the balance owing under this Agreement in which case any surplus shall be paid to You and dtr may, at its option, replace the Equipment, which will be subject to this Agreement. If dtr chooses not to replace the Equipment then, provided you comply with clause 11.2, this Agreement will terminate.
- 11.2 Where You fail to keep the Equipment insured or where any insurance payments or any claims lodged by You have been declined by the insurer, the Equipment shall be at the Customer's sole risk, and if the Equipment is lost, damaged or destroyed, You shall be obliged to complete the payment of the replacement value as provided in this Agreement and to the extent the loss, damage or destruction was due to your act, omission or neglect or you otherwise being in breach of this Agreement, all other monies which may become payable under this Agreement even if the Equipment may be lost, damaged or destroyed before completion.
- 11.3 Subject to Clause 8.1, dtr shall not be liable for and You shall indemnify and keep indemnified dtr against all claims for loss or damage to any item or thing used in or with the Equipment, which is not dtr's property, whether caused by the Equipment or not.
- 12 **Indemnity**
- 12.1 Subject to Clause 8.1, You shall indemnify and keep indemnified dtr from any loss, damage, costs or liability suffered or incurred by dtr or damage sustained by dtr arising from any breach by You of this Agreement or that may arise through the use or installation by You of the Equipment.
- 13 **Testing Standards**
- 13.1 You acknowledge and accept that dtr accepts no liability to You for any damage caused or any expense incurred due to non-compliance with any testing standard, if the Equipment is moved from the Installation Address.
- 13.2 If the Equipment is acquired for a business purpose, You warrant that it will comply with all the requirements set out under any relevant testing standard, in particular in testing, at its own expense, the Equipment at the expiry of two years from the date of this Agreement.
- 14 **Substituted Equipment**
- 14.1 The Equipment described in this Agreement includes any goods which are substituted ("the substituted Equipment") for all or any part of the Equipment, and which are described in a variation of this Agreement, delivery docket, or any other document recording the details of the substituted Equipment.
- 14.2 This Agreement shall apply to the substituted Equipment as if it was described in this Agreement at the time it was executed by the parties.
- 15 **Personal Property Securities Act 1999 ('PPSA')**
- 15.1 You grants a security interest in the Equipment (including the substituted Equipment) dtr and all proceeds of the Equipment for the purposes of the PPSA in favour of dtr as security for the payment for the Equipment and any amount owing by the Customer to dtr from time to time.
- 15.2 At dtr's request You shall promptly execute any documents and do anything else reasonably required by dtr to ensure that the security interest created under this Agreement constitutes and remains a first ranking perfected security interest over the Equipment.
- 15.3 You:
- a. shall notify dtr in writing of any change in the Customer's name at least 14 days prior to that change becoming effective; and
- b. shall provide any information dtr reasonably requires to complete a financing statement or financing change statement; and
- c. waives any right to receive a copy of a verification statement under the PPSA.
- 15.4 You will pay dtr all costs, expenses and other charges incurred, expended or payable by dtr in relation to the registering of a financing statement or a financing change statement, and the preservation or enforcement of dtr's perfected security interest.
- 15.5 You agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to this Agreement.
- 15.6 You agree that its rights as debtor in sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA shall not apply to this Agreement.
- 16 **Assignment**
- 16.1 You may not assign any of its rights or interests under this Agreement to any person at any time.
- 16.2 dtr may at any time assign its rights or interests, or any part thereof under this Agreement to any person provided that such assignment does not cause you detriment.
- 17 **Copyright**
- 17.1 dtr is not liable for and You indemnify dtr against any claim, action, proceeding or cost which may arise as a result of any infringement by You of the Copyright Act 1994 or any other intellectual property rights of any person.
- 18 **Renewal and Termination**
- 18.1 The Customer may renew this Agreement beyond the Minimum Term as shown on the front of this Agreement by continuing to make the Total Monthly

- Rental Payments on the Payment Date and in such case this Agreement continues on a month by month basis, or until the next agreed date.
- 18.2 The Customer may terminate this Agreement upon one month's written notice to dtr such notice expiring on any Payment Date (being the date that payment is due) provided that if this Agreement is terminated prior to the expiry of the Minimum Term the Customer shall be liable for all Total Monthly Rental Payments payable during the Minimum Term.
- 18.3 dtr may terminate this Agreement at any time beyond the Minimum Term, as shown on the front of this Agreement by giving the Customer one month's notice of termination.
- 19 The Customer has not agreed to purchase the Equipment and the Equipment remains the property of dtr.
- 20 dtr may vary the Monthly Rental Payment at any time after expiry of the Minimum Term by giving two month's written notice of such variation to the Customer.