

HOUSEME Limited – HIRE TERMS

Terms of Hire:

These terms of hire between the parties; HOUSEME Ltd (the "Company") and the Customer (Hirer) signing this agreement and quotation for the hiring of buildings (the "goods") shall take precedence over any terms that may be issued by the Hirer. In case of any conflict or dispute between the Company and the Hirer these terms shall prevail.

The Company Will:

1. Warrant that it will supply the goods as defined in the description overleaf and will replace, or at its option repair, goods supplied that are defective and make good any defect in workmanship provided that the Hirer notifies the Company immediately the defect if found.
2. Install the building and connect to services and utilities if required by the Hirer - at an extra cost applicable to site situation.
3. Have the right to rent review every 6 months.
4. Have the right for a property inspection at any time with 48hours prior notice given.

The Company will not:

1. Accept any claim by the Hirer for any reasons where the Hirer may be prejudiced by the defect or failure of the goods including economic loss, consequential loss, or any other form of loss and the guarantee will not apply where:
(a) the defect or failure is due to or resulting from damage or misuse or negligent care while in the possession of the Hirer or Hirer failure to follow the due care instruction.
(b) the defect or failure or damage is due to instruction from the Hirer regarding the rating or size of the goods required for Hirer use or non-operation of the goods due to the Hirer not complying with local Council or resource consent laws of New Zealand.
(c) the defect or failure damage is due to the Hirer or a third party rectifying defects or damage while in the possession of the Hirer.
(d) the defect or failure is due to reasons force majeure (outside of the control of the company).
2. Accept liability for damages or loss suffered by the Hirer by the Hirer's own actions in operating the goods including to the Hirer's property or the property of a third party.

The Hirer will agree:

1. That the rating and size of the goods is supplied by the Company on the sole instructions of his/her landlord where the Hirer does not have title to the property for location of the goods and will not use the goods for contrary purposes to that declared to the Company or where the Hirer does not comply with the law.
2. To pay the Company the price of the goods made up of the time period of allowance and the cost of insurance and pay goods used in excess of the period allowance at the same rate as for the contracted period.
3. Any outstanding accounts may be referred to our debt recovery agency and we may charge you a default fee of up to 25% of the unpaid portion of the outstanding account (but not less than \$25.00) to cover our legal and recovery costs. The account may also be recorded on a credit information database held by a credit reporting agency.
4. Not hold the Company liable for any loss caused to the Hirer by the Hirer's own actions in operating the goods including or the Hirer's actions in not complying with local Council building or resource consent codes and agree to indemnify the Company for any claim by a Council authority against the Company as a result of the Hirer's actions.

5. To not hold the Company liable for any loss caused to the Hirer by the Hirers own actions in operating the goods including cleaning the goods or repairing the goods subject to normal wear and tear if the goods are returned or left in a dirty or damaged condition or if the goods are not ready to be collected by the Company during normal business hours or if the Company cannot gain access to the goods at the expiry of the contracted period and the Company must retrieve the goods at an alternative time.
6. To pay for the cost of replacing the goods in the event that the goods suffers loss or damage where the insurer has good cause not to pay the full or part amount of the cost of replacement. The Hirer will also pay the insurance excess to the Company.
7. That not notifying the Company of the sale of your property in which the goods are used or change of tenancy by the Hirer or leaving the goods outside of the Hirer's or Company's property does not constitute proper return and that the Hirer will pay for further allowance of time until the goods are secured by the Company.
8. That property and ownership of the goods will always remain with the Company and will not be construed in any way to be the property of the Hirer.
9. Where the use of the goods remains unpaid, the Company, its agents or servants, has free and uninterrupted right to enter the property or premises of the Hirer during normal business hours in accordance with the Credit (repossession) Act, to search for, inspect and remove the goods supplied in which the Company has ownership and the Hirer will not hold the Company responsible for any economic or consequential loss that the Hirer may suffer as a result of the goods being removed or dismantled from the property of the Hirer.

Important Points the Hirer should note:

Rating and Size of Building:

It is your responsibility to decide the building suitable for your purposes. If in doubt ask the Company.

Relocation:

Once the building is positioned at the location required by the Hirer it cannot be moved unless by the Company.

Statutory Requirements:

Buildings comply with electrical and plumbing codes. Ensure that you comply with Local Council and resource consent laws for connections and use. If in doubt ask the Company for assistance.

THREE weeks notice to be Given in Wirting or Via Email – Receipt to be Acknowledged

When Damage Occurs (these points will assist the waiver of insurance responsibility)

- advise the Company within 24hrs of damage or theft occurring.
- provide a written report to the Company and if required to the Police.
- render such assistance (as if you were the owner of the building) to the Company for it to exercise recovery, repair and such legal remedies as it sees fit.

CUSTOMER:

Ph:

Physical Address:

Authorised Customer signature:

Authorised Company signature: