

GSM Rentafone Limited - Rental Contract

1. DEFINITIONS

- 1.1 "Owner" means GSM Rentafone Limited
- 1.2 "Customer" means the person or entity specified on the front of this agreement.
- 1.3 "Equipment" means the GSM mobile telephone(s) and all accessories described on the front of this agreement.
- 1.4 "Period" means the period commencing on the date set out on the front of this agreement and expiring on the date the Customer returns the Equipment to the Owner or notifies the Owner in writing that the Customer requires the Equipment to be collected.

2. RIGHT TO USE

- 2.1 The Owner grants to the customer the right to use the Equipment for the Period at the cost and on the terms and conditions set out below.
- 2.2 The Customer shall return the Equipment to the Owner at the expiry of the Period in good working order and condition.

3. CHARGES

- 3.1 The Customer shall pay the Owner the following amounts upon demand for the use of the Equipment.
- 3.2 During the Period -- The Daily Fee at the rate set out on the front of this agreement for each 24 hour Period or part thereof.
- 3.3 In the event that the Equipment is returned more than two (2) hours after the expiration of the Period -- the Daily Fee at the rate set out on the front of this agreement shall be applied until the Equipment is returned to the Owner.
- 3.4 The usage charge at the rate specified on the front of this agreement for all telephone calls made on the Equipment from the commencement of the Period to the date of collection or return of the Equipment. In the event that during the Period the charges made by Vodafone increase, the specified rate shall proportionately increase. The usage rate is recorded in half minute intervals from the time the call connects until the time the call is disconnected.
- 3.5 The GPRS charge as detailed on the front of the agreement. GPRS relates to the amount of data that you send and receive across the network and not on connection time. GPRS coverage is available throughout New Zealand wherever you can make voice calls on your Vodafone mobile, with the exception of some rural and high congestion areas. Roaming charges apply should you use GPRS outside of New Zealand.
- 3.6 All other charges imposed by Vodafone in respect of the telephone line assigned to the Equipment while being used by the Customer.
- 3.7 If the Customer requires insurance for the Equipment, then the Customer shall pay an insurance fee as set out on the cover sheet of this agreement and thus limit the liability of the Customer for costs, losses or damages as set out in clause 6 below.
- 3.8 All tax, duties or levies payable in connection with this agreement or the monies payable under this agreement; and
- 3.9 Interest at the rate of two per cent (2%) per calendar month on all monies due and owing from the date they became due until the date of payment.

4. PAYMENT

- 4.1 If the Customer has paid a security deposit in the amount set out on the front of this agreement as security for payment of all monies payable under this agreement. The Customer agrees that the Owner is hereby authorised to deduct from the security deposit all monies due and payable under this agreement if not paid on the due date thereof.
- 4.2 All monies payable hereunder shall be payable on demand.
- 4.3 In the event that the Owner accepts from the Customer a credit card number for the purposes of charging all monies payable hereunder to that credit card, the Owner is hereby irrevocably authorised to lodge same with the credit provider for payment at the time when monies are due and payable hereunder.
- 4.4 In the event that the Owner extends credit to the Customer, the Customer shall pay all monies due and payable under this agreement within fourteen (14) days of receipt of an invoice.
- 4.5 In the event that the Customer directs the Owner to recover or charge all monies payable under this agreement to another person or entity (including without limitation a credit provider) and such monies are not paid within fourteen (14) days of such request, the Customer shall be personally liable for all monies payable under this agreement. The person who collects the Equipment will always be specified as the Customer. The company can be nominated as the person whom the Customer wishes to pay the charges in which event the Customer hereby guarantees the payments by the company of such charges.
- 4.6 In the event the Customer defaults in payment for rental charges, airtime or goods, the Owner shall be entitled to hand over any outstanding debt (including information collected about the customer - see 9.7) to a third party for collection. The Owner shall also be entitled to calculate interest as per clause 3.9 on the outstanding balance. All legal and recovery costs shall also be added onto the outstanding balance.

5. CUSTOMER'S ACKNOWLEDGMENTS

- 5.1 The Customer acknowledges that the Customer has inspected the Equipment prior to signing this agreement and that the Equipment is in good working order and condition. The Customer acknowledges that the Customer was given an opportunity to reject the Equipment and obtain another if it was not in good working order and condition.
- 5.2 The Customer acknowledges that the Equipment is the property of the Owner and this agreement does not give the Customer any interest whatsoever in the Equipment other than the limited right to use the Equipment for the period on the terms and conditions set out herein. The Customer acknowledges that the Customer has the right to use the Equipment as bailee for reward only and shall be strictly liable to the Owner for any damage or loss caused to or by the Equipment for any reason whatsoever.
- 5.3 The Customer acknowledges that the Equipment can only operate in the areas or to the extent of the mobile telephone network to which it is linked or has access.
- 5.4 The Customer acknowledges that the Equipment is not to be used for any illegal purpose.

6. DAMAGE OR LOSS

- 6.1 In the event that the Equipment malfunctions and becomes inoperable during the Period, the Customer shall forthwith return the Equipment to the Owner who shall repair or replace the Equipment for the remainder of the Period at the cost of the Owner provided that no such malfunction or damage to the Equipment was caused by the Customer.
- 6.2 The Customer shall not attempt to repair or tamper with the Equipment in any way whatsoever.
- 6.3 If the customer wishes to effect insurance on the use of Equipment, then the Customer shall pay an insurance fee as set out on the cover sheet of this agreement and thus limit the liability of the Customer for costs, losses or damages as set out in clause 6 hereof.
- 6.4 Provided that the Customer has taken out insurance, then the Customer's Liability for the handset loss or damages shall be limited to the excess as specified (point 8) on the front of the agreement.

- 6.5 Insurance shall only cover for loss or damage to the handset. Insurance shall not cover loss by water damage i.e rain, any liquid ingress, malicious damage or damage by misuse of the handset or by any unauthorized modification of the equipment whilst in the care of the customer. Insurance does not cover theft from an unattended Motor Vehicle or Premise nor theft due to Handset being left in a vehicle.
- 6.6 In the event of a claim by the customer, the customer must immediately report loss to Vodafone Rental in order to activate call barring on the sim card/handset. Customer must complete claim form as well as reporting incident to the Police and obtaining Police Case No.

7. INDEMNITY

The Customer hereby indemnifies and agrees to keep the Owner indemnified against all costs, losses, damages, claims, actions or causes of action howsoever suffered by or made against the Owner as a direct or indirect result of the use of the Equipment by the Customer.

8. TERMINATION BY OWNER

- 8.1 The Owner shall be entitled to terminate this agreement by notice in writing to the Customer in the event that:
 - 8.1.1 the Customer fails to observe or breaches any provision of this agreement or does anything which in any way prejudices the right of the Owner in and to the Equipment, or
 - 8.1.2 the Customer becomes insolvent or bankrupt or makes any arrangement or compromise with his creditors or in the case of a company an order is made or a resolution is passed for the winding up of the company or a receiver or receiver and manager is appointed to any of the assets of the company.
- 8.2 In the event of termination of this agreement by the Owner, then without prejudice to any rights or remedies of the Owner at law or in equity, the Owner shall be entitled to:
 - 8.2.1 disconnect the Equipment from the mobile telephone network to which it is linked or has access and in such circumstances the Customer shall be liable for any reconnection fee which may become payable; and
 - 8.2.2 enter into or upon any premises where the Equipment may be located for the purpose of repossessing the Equipment and in such circumstances, the Customer indemnifies the Owner against any damage caused (including trespass) while repossessing the Equipment.
- 8.3 The owner may repossess the equipment if the customer fails to make any payment by the due date, or fails to return it by the due date, or abandons it or the owner discovers that the customer has made a misrepresentation to enter into this agreement. No notice is required to repossess this equipment.

9. MISCELLANEOUS

- 9.1 The only warranties given by the Owner are those implied by the Fair Trading Act 1996 and the Consumer Guarantees Act 1993 or any other law which cannot be excluded. Nothing in the agreement shall be taken to exclude or limit such warranties or rights which cannot be so excluded or limited by statute. Where the customer uses the equipment or any services for the purposes of a business or holds him/herself out as using these for the purpose of a business, then the Consumer Guarantees Act rights and remedies do not apply. The Owner shall not be liable to the Customer or any other person for any reason whatsoever in respect of the use of the Equipment. The Customer acknowledges and agrees that the Owner shall not be liable for any consequential loss or damage in respect of any cause whatsoever where the customer acquires or holds him/herself out as acquiring the equipment or services for the purposes of a business.
- 9.2 Subject to 9.1 above, the Customer acknowledges that the Owner cannot give any warranty or make any statement or representation in regard to whether the Equipment is adequate for any specific use or purpose. The Customer warrants to the Owner that in relation to any such use or purpose, the Customer has sought and obtained adequate assurances from the manufacturer of the Equipment.
- 9.3 The Customer acknowledges that if the equipment is being used for business purposes then the Owner is excluded from liability pursuant to the Consumer Guarantees Act 1993. The owner has no liability arising from:
 - 9.3.1 your connection to the Vodafone network,
 - 9.3.2 the supply of or failure, interruption or delay in the supply of any services (including number transfer and roaming) or any part of them or any negligence in this regard,
 - 9.3.3 the fitness of the services for any particular purpose,
 - 9.3.4 errors in or omissions from any directory assistance listing or published directory assistance,
 - 9.3.5 the inaccurate transmission of any call,
 - 9.3.6 your use of the equipment (whether authorised or not).
- 9.4 The Customer shall not assign its rights or obligations under this agreement or sublet or part with possession of the Equipment for any reason whatsoever.
- 9.5 These conditions including the information on the front of this agreement represent the entire agreement between the Owner and the Customer in connection with the use of the Equipment. No variation of this agreement and no additional representation or warranties shall be included in this agreement nor shall any right of the Owner under this agreement be waived except in writing signed by a director or secretary of the Owner.
- 9.6 This agreement shall be governed by and construed in accordance with the laws in force in New Zealand and the Owner and the Customer hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.
- 9.7 The Customer authorises the Owner to obtain from any source all information which the Owner reasonably requires for the purposes of billing the Customer and/or collecting any outstanding debt which the Customer is responsible for. The Customer is under no obligation to authorise the collection of the information requested, but if the Customer fails to do so the Owner may refuse to provide any or all of the services in this agreement including but not limited to credit facilities. All information about the Customer will be held by the Owner at the applicable airport store location, Head Office and in the Owner's database system where it can be inspected and corrected by the Customer.
- 9.8 In the event that more than one Customer enters into this agreement, each Customer shall be jointly and/or severally liable for performance of the obligations contained herein.
- 9.9 The Customer will be charged for the Equipment at the daily/weekly/monthly rate as specified until the Equipment has been returned or until the Owner has been notified in writing by the Customer that the Equipment needs to be picked up.
- 9.10 No penalty rates will be charged should the Customer reduce the nominated Period set out on the front page of this agreement but in such event the Owner may vary the daily rate applied. Similarly, should the Customer extend the rental Period, this may also alter the daily rate applied.