

TERMS AND CONDITIONS OF PORTABLE CABIN LEASE AGREEMENT

- 1. GENERAL**
- 1.1 Any Cabin leased by the Lessor to You is leased subject to these terms and conditions ("Terms"). By leasing and taking possession of the Cabin from the Lessor You are deemed to have accepted these Terms.
- 2. USE OF CABIN**
- 2.1 You may only use the Cabin for reasonably suitable purposes and You must ensure you comply with all statutory provisions, laws and regulations relating to the occupation and use of the Cabin.
- 2.2 You shall not, nor permit or encourage any person to:
- Damage or move the Cabin;
 - Modify and/or alter (structural or otherwise) the Cabin in any manner;
 - Keep any animal (including domestic pets) in the Cabin;
 - Smoke in the Cabin or allow any other person to smoke
 - Keep or store anything that presents a fire risk (e.g. no gas heaters, cooking appliances and or flammable liquids and substances);
 - Keep or store anything that may damage the cabin and in particular the carpet;
 - Paint, mark or otherwise change the appearance of the cabin;
 - Use nails and or any other thing which may cause permanent holes and/or marks in the Cabin; and/or
 - Use the Cabin for any unlawful purpose.
- 2.3 The Lessor does not give any warrant or representation (expressed or implied) that the Cabin is suitable or will remain suitable for use by You or that any use of the Cabin
- 2.4 The Cabin is not intended for permanent or long term use. If you wish to use the Cabin for such purposes You must obtain all the necessary consents/permits from the Council at Your cost and You fully indemnify (including client/solicitor costs) the Lessor against any action taken by the Council against You in respect of the Cabin, including but not limited to indemnifying the Lessor for any claim in tort, contract, negligence and/or any costs and or damages arising.
- 3. DELIVERY AND CABIN SITE**
- 3.1 You must ensure that the Lessor has suitable access to the Site and You will not move or attempt to move the Cabin once it has been placed on the Site.
- 3.2 The Lessor will not be liable for any loss (including consequential loss) from any delay in delivery.
- 3.3 The Lessor will remove the Cabin within 10 working days of the end of the Lease. In order to remove the Cabin You grant the Lessor and its representatives a license to enter onto the Site and remove the Cabin.
- 3.4 You warrant that You have obtained all authorities, permissions, consents, and licenses (Consents) required for the delivery, installation, use and the removal of the Cabin to, on and from the site and for the Lessor to access the right to exercise any of its rights and remedies. You warrant that all relevant times you will maintain and keep all consents in place. You indemnify Aotea Cabin Rentals against any loss, costs or liability it incurs as a consequence of any breach of these warranties.
- 3.5 You will pay the Lessor any Delivery cost that are applicable to your Cabin lease. Cabins outside of the 50km of Christchurch will have a charge of \$1.20 per kilometer on any lease.
- 4. RENT, RENT REVIEW AND OTHER PAYMENTS**
- 4.1 You will pay the Lessor the Rent in advance at the intervals shown on the front page. The Rent, Bond and the Delivery Fee must be paid prior to the Cabin being delivered unless otherwise agreed in writing or email. In addition, You will pay any additional delivery or removal charges (e.g. hiab or crane hireage, ferry costs etc.)
- 4.2 All Rent shall be paid by Direct Debit via Ezypay.com to the bank account nominated by the Lessor
- 4.3 Aotea Cabin Rentals do not accept weekly automatic payments. You can pay the Bond, Delivery cost and First weeks rent via a bank transfer nominated by the Lessor. Every other payment must be via direct debit only.
- 4.4 There will be a \$14.90 late fee for every declined payment
- 4.5 The Lessor reserves the right to charge interest at a rate of 10% per month or part thereof on any monies unpaid seven (7) days after the due date
- 4.6 You may not deduct or withhold any amount (whether by way of set-off, counterclaim, retention or otherwise) from any money owing to the Lessor
- 4.7 You should be liable for all costs of repossession, debt collection, recovery or enforcement including all expenses and legal cost (on a client solicitor basis) incurred by the Lessor in connection with the recovery or attempted recovery of any monies owed by You to the Lessor.
- 4.8 **Rent review:** The Lessor reserves the right to review and increase the Rent upon giving to You not less than 30 days' written notice of its intention to do so, provided that:
- There shall not be any increase in the Rent during the Minimum Lease Period; and
 - With the exception of the first increase in the Rent (which may be made at any time after the minimum Lease Period), the Rent shall not be increased unless 12 calendar months have passed since the date of the increase in Rent.
- 5. INSURANCE**
- 5.1 The Cabin is fully insured by the Lessor However in accepting these terms You accept that from the time the Cabin is delivered to the Site, You will be liable for any damage to the Cabin caused by any act, omission or default by You (including by any tenant, licensee, invitee or agent of You). You will also be liable for any damage caused to the Cabin which is not covered by the Lessor's insurance if you have done, or allowed to be done, anything that has caused the Lessor's insurance of the Cabin to be rendered void. It is strongly recommended that you have sufficient liability insurance with a reputable insurance company.
- 5.2 You shall not, nor permit any person, to do anything which may void the insurance of the Cabin.
- 5.3 You indemnify the Lessor against all damages, losses or liabilities, including solicitor/client costs which may arise in respect of the Cabin, it's use by You or by another party which are not covered by insurance
- 5.4 Where any damage, loss or liability arises in respect of the Cabin is caused (directly or indirectly) by You, and the Lessor claims on its insurance You shall pay any applicable insurance excess up to \$2,500.00.
- 6. Key and Lock**
- 6.1 The Lessor will supply You with one (1) key to the Cabin on delivery. You will be liable for the cost of replacing any key not returned and/or any replacement key provided to You (including the cost of any courier or delivery charges) the Lessor will provide any replacement key as soon as possible but it may take up to five (5) working days.
- 6.2 You shall not change the lock without first obtaining written consent from Aotea Cabin Rentals to do so.
- 7. MAINTENANCE AND DAMAGE**
- 7.1 The Cabin will be delivered to You in good condition. The condition and any damage will be recorded by the parties on the inspection condition report on delivery.
- 7.2 You must return the cabin in the same condition as recorded in Cabin Inspection Report (subject to any fair wear and tear arising from reasonable use of the Cabin). You must pay for the cost of repair of any broken/cracked glass, damage to the door, walls, window, light fittings, carpet and power points in the Cabin.
- 7.3 You must immediately notify Aotea Cabins of any accident or defect (e.g. any leak, crack in a window) in the Cabin.
- 7.4 If the Cabin is damaged or returned to Aotea Cabin rentals in a dirty condition You will be liable for the cost of making good that damage and any cleaning cost, Where You bond does not cover the cost of such repairs and cleaning You will be required to pay the remainder to the Lessor (subject to the default interest charges set out clause 4.3).
- 8. RIGHT OF INSPECTION**
- 8.1 The Lessor and its representatives may inspect the Cabin on giving You 24 hours written notice to do so. No such notice is required in the case of an emergency.
- 9. OWNERSHIP OF THE CABIN**
- 9.1 Notwithstanding that You have possession and use of the Cabin during the Term of the Agreement, the Cabin shall at all times remain the property of the Lessor, You must not remove nor permit anyone to remove the Aotea Cabin Rental plates attached to the Cabin. You hold the Cabin as "Bailee" and as such must return the Cabin to the Lessor on request.
- 10. PROHIBITION TO SELL OR CHANGE THE CABIN OR ASSIGN AGREEMENT**
- 10.1 You will not
- Sell, transfer or sign or sublease, mortgage, pledge or otherwise deal with the Cabin;
 - Assign Your rights under this Agreement; and/or
 - Give any security interest over the Cabin to anyone other than the Lessor.
- 10.2 If you sell the goods, the proceeds of the sale are deemed to be held on trust for the Lessor and the Lessor shall have the right to trace the proceeds of any illegal sale. You will be liable for all and any costs incurred by the Lessor in undertaking such tracing and/or any litigation that follows.
- 11. TERM**
- 11.1 The lease if for the Term shown on the front of this page, if the Lessor permits You to keep possession of the Cabin after the expiry of the Term, the lease of the Cabin shall:
- Revert to a month-to-month lease
 - Be terminable by You on giving the Lessor one calendar months written notice to do so; and
 - Continue to be subject to these terms and conditions.
- 11.2 The Guarantor(s) acknowledge their obligation continue during any such month-to-month lease.
- 11.3 You may apply to the Lessor in writing at anytime during the Term and request that the lease be terminated. Aotea Cabin Rentals, at its own discretion, agree to such early termination upon conditions determined by Aotea Cabin Rentals.
- 11.4 If lease is terminated earlier than original lease time, the Lessor is to keep the full amount of Bond paid to cover the lease period.
- 12. TERMINATION AND REPOSSESSION**
- 12.1 A "Default Event" shall be one or more of the following:
- Any default by You under this Agreement;
 - You fail to make rental payments and fall into arrears and such arrears is not ratified and paid in full within 3 weeks of the date of default;
 - You become insolvent or are adjudged bankrupt;
 - A receiver, liquidator, official assignee or statutory manager of You assets is appointed;
 - You make or propose an arrangement or compromise with creditors; or
 - Any other event which in the sole discretion of the Lessor gives rise to concern as to the timely payment of the Customer's debts.
- 12.2 Where a Default Event occurs, and without prejudice to any other remedies, the Lessor may:
- Demand immediate payment of the arrears, as well as payment in advance for the cabin; or
 - Terminate this Agreement and take possession of the Cabin but without releasing You form any liability in respect of any breach or non-observance of any of the provisions contained or implied on these Terms.
- If the Lessor terminates this Agreement, You irrevocably grant to the Lessor and its' representatives the right to enter upon the Site, without liability whatsoever, to repossess the Cabin
- 12.3 If this lease is terminated by reason of default (then without prejudice to its other rights at a law or in equity) the Lessor may demand immediate payment of all or any of the following:
- All arrears of the Rent and other money then due and payable by You under the lease;
 - the cost of repossession of the Cabin;
 - The Lessor's loss on the Lease to be notified by Aotea Cabin Rentals to You; and
 - default interest, along with all costs and expenses incurred by the Lessor in enforcing this Agreement including costs on a solicitor/client basis.
- 13. CONSUMER GUARANTEES ACT**
- 13.1 Nothing in the Terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by the Act, and the Terms are to be modified to the extent necessary to give effect to that intention.
- 14. PHOTOGRAPHS**
- 14.1 The Lessor may with Your consent photograph the Cabin after delivery and use that image on its Facebook/Instagram page and or Website www.aoteacabins.co.nz. The Lessor agrees not to identify You without Your permission and will only generally describe the location by town or city.
- 15. PERSONAL PROPERTY SECURITIES ACT 1999("PPSA")**
- 15.1 Where the Term of the lease if for 1 year or longer, You grant a security interest (as defined by the PPSA) in favor of the Lessor. You agree to provide all the information necessary for Aotea Cabin Rentals to register a financing statement to perfect its security interest on the Personal Property Securities Register prior to the delivery of the Cabin. You waive Your rights to receive a copy of any verification statement or financing change statement under the PPSA. The Lessor will discharge the financing statement within 15 working days after You have performed all obligations under the security agreement.
- 16. CREDIT ENQUIRIES**
- 16.1 You authorise the Lessor to make such enquiries from third parties as to Your credit worthiness as required by the Lessor from time to time.
- 16.2 You authorise the Lessor to collect, retain and use ant information it, and divulge it to third parties for debt collection purposes. The Lessor agrees not to on-sell the information to third parties for marketing purposes.
- 17. PRIVACY ACT 1993**
- 17.1 For the purposes of the Privacy Act 1993, the Lessor will collect and use personal information about You for the purpose of leasing the Cabin to You. The Lessor will take all reasonable precautions to protect You personal information and use it for proper purposes. However, You acknowledge that such personal information may be disclosed to debt collection agencies as a set out at clause 16. You have the right to access and correct Your personal information.
- 18. ATTORNEY**
- 18.1 In the event of default by You, You irrevocably appoint the Lessor as attorney to do on behalf of You anything that You are required to do under this Agreement
- 19. LIABILITY**
- 19.1 Except as expressly provided for under the Terms, the liability of the Lessor whether in contract, tort or otherwise for any lost damage or injury arising directly or indirectly from any defect in or non-compliance of the Cabins for from any other breach of the Lessor's obligations under the Terms shall not in any event exceed an amount equivalent to the total price invoiced by the Lessor for the Cabin. Aotea Cabin Rentals shall not be liable for any consequential injury or specific damage or loss of any kind whatsoever.
- 20. CUSTOMERS COMPLIANCE AND INDEMNITY**
- 20.1 You shall comply with the provisions of all statutes and all rules or regulations in force in relation to the Cabin and its use and occupation of the Cabin
- 20.2 You shall indemnify the Lessor against all liabilities, costs, expenses, damages and losses (including any direct or indirect or consequential losses) and/or costs on a solicitor/client basis for any breach of this Agreement.
- 21. MISCELLANEOUS**
- 21.1 This Agreement contains the entire agreement between You and the Lessor and supercedes and replaces all and any other communications, discussions and agreements prior to entering into this Agreement in relation to the Cabin and cannot be altered, amended, modified or otherwise changed except in writing signed by both parties.
- 21.2 Notified to You under this agreement may be sent Your address and/or email as shown in this Agreement.
- 21.3 No indulgence granted to You by the Lessor shall in any way prejudice the Lessor's rights.
- 21.4 Should any part of this Agreement be unenforceable or invalid that that clause or those clauses or part-clauses shall be severable and the balance of these terms and this Agreement shall continue to be enforceable against You and enforceable by the Lessor.
- 21.5 You submit to the exclusive jurisdiction of New Zealand law in respect to the enforcement and/or implementation of these terms and this Agreement.
- 22. GUARANTORS**
- 22.1 Each Guarantor:
- guarantees (jointly and severally if more than one) repayments to the Lessor of all amounts payable by You pursuant to this Agreement, and the performance of all Your obligations under this Agreement;
 - Acknowledges that the Lessor has entered into this Agreement with You at the request of the Guarantor, that the Guarantor accepts full liability for all the terms and conditions contained in this Agreement as if the Guarantor was You;
 - agrees that if for any reason any amounts payable by You under this Agreement or any collateral securities are not recoverable the Lessor, whether as a matter of law or as a matter of fact, the Guarantor will indemnify the Lessor against any resulting loss, and will pay the amount of any such loss to the Lessor as a principal debtor and on demand.
 - agrees that their obligations as a Guarantor are absolute and unconditional, and will not be released or in any way affected by:
 - this Agreement being unenforceable or otherwise defective; or
 - any variation or release of this Agreement, or any other Guarantor; or
 - any concessions by Aotea Cabin Rentals to You or to any other Guarantor; or
 - the insolvency, bankruptcy or liquidation (as appropriate) of You or any other Guarantor; or
 - any other act omission, or rule of law which would, were it not for this clause, release a guarantor or indemnifier, and irrevocably waives any rule of law to a different effect.
 - Acknowledges that the Guarantor is not a "Debtor" for the purposes of the PPSA and, to the extent permissible by law, waives ant notices or rights of a Debtor under PPSA to the extent inconsistent with these terms.
 - Acknowledge that the Guarantor has either had independent legal advice prior to executing these terms or, if that has not occurred, that is solely the Guarantor's own choice freely made, and as a result the Guarantors irrevocably advice might otherwise have given the Guarantor.

Initials _____