HOMENOW – TERMS AND CONDITIONS OF HIRE

1. ACCEPTANCE

1.1. Acceptance of these terms and conditions contained herein, will be deemed accepted once the Hirer places an order for the hire of Unit or Services or if the Hirer accepts delivery of the Unit or Services. In such events, the Hirer will immediately bound, jointly and severally, by these terms and conditions.

1.2. No amendment of this Agreement will be of any force or effect, unless in writing signed by an authorised representative of each party.

1.3. At the time of signing this Agreement, both parties warrant that they have the power to enter into this Agreement and have obtained all necessary authorisations to allow them to do so. The Hirer warrants that they are not insolvent and accepts that this Agreement creates a binding and valid legal obligation on them, to meet all their debts as and when they fall due.

1.4. None of HomeNow's agents or representatives are authorised to make any representation, statements, conditions, or agreements not expressed by the Director of Compact Residential Limited T/A HomeNow or HomeNow's authorised representative in writing nor is HomeNow bound any such unauthorised statements.

1.5. The Hirer acknowledges and accepts that it is prohibited for the Unit to be in any way affixed to the ground or to any other structure, foundation or deck which may be seen to be a permanent fixture. There are to be no physical alterations or additions structural or otherwise to the Unit without the written permission of HomeNow.

1.6. Where HomeNow has been provided with an email address from the Hirer for e-communications, both parties agree to fully comply with all current requirements by law pertaining to electronic messaging.

1.7. It is agreed, where electronic signatures are to form part thereof, the acceptance to this Agreement and to be deemed compliant, both parties must consent to same, in accordance with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

2. ERROR AND OMISSIONS

2.1. HomeNow shall have no liability, unless attributed to negligence and/or willful misconduct by HomeNow, arising from any typographical, clerical, or other error, mistake or omission in any information, communication or other document or information issued by it.

3. HIRE RATES REVIEWS

3.1. HomeNow reserves the right to review their hire Charges on an annual basis and/or any other date that both parties agree upon, at the time of signing this Agreement.

3.2. Notwithstanding 3.1, the Hirer does have the right to dispute any hire rates review, if they believe the increase not to be justified. The Hirer must give written notice to HomeNow prior to the hire rates review date. The parties must agree upon the current market hire rates, but should an agreement not be reached within 10 working days then:

(a) The new hire rates may be determined either by arbitration or by a registered valuer acting as an expert. The cost of arbitration or registered valuer will be shared equally; and

(b) Pending determination of the current market hire rates, the new hire rates should be paid by the Hirer; and

(c) Upon determination of the current market hire rates (if lower than the new hire rates specified in HomeNow's notice), any overpayment shall be applied in payment of the hire rates for the following months and any amount then remaining (if any) shall immediately be refunded to the Hirer.

3.3. If the Hirer fails to give such notice noted in clause 3.2 (time being of the essence) prior to the relevant hire rates review date, the Hirer shall be deemed to have accepted the new hire rates specified in HomeNow's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.

3.4. Notwithstanding any other provision, the new hire rates payable as from the relevant hire rates review date shall not be less than the hire rates payable before the review date.

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4. PAYMENT TERMS

4.1. At HomeNow's sole discretion, the Charges shall be:
(a) As indicated on any invoice/s furnished by HomeNow to the Hirer;
(b) As per HomeNow's schedule of hire Charges;
(i) **Weekly** – means 7 days;
(ii) **Monthly** – means per calendar month; or
(c) HomeNow's quoted Charges (subject to clause 5) which will be valid for the period stated in the quotation, as otherwise for a period of 30 days.

4.2. At HomeNow's sole discretion, a payment (in the form of a repairs and maintenance fee) may be required at the commencement of this Agreement, this payment will be used by HomeNow to rectify any damage discovered at the end of the hire period and/or to offset any applicable Charges payable by the Hirer under clause 10.2, and any outstanding balance thereof shall be due as per clause 4.3. If the payment is not used and all the Hirer's obligations to HomeNow have been meet, the payment shall be refunded to the Hirer within thirty (30) days of the return of the Unit.

4.3. The Charges will be payable by the Hirer on the date determined by HomeNow, which may be:
(a) On or before the supply/delivery of the Unit and/or Services;
(b) The date specified on any invoice/s or other form as being the date for payment; or
(c) Failing any notice to the contrary, the due date will be 7 days following the date of any invoice/s furnished by HomeNow to the Hirer.

4.4. Payment is accepted by electronic/on-line banking, or by any other method, as agreed to between the Hirer and HomeNow.

4.5. The Hirer shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Hirer by HomeNow nor to withhold payment of any invoice because part of that invoice is in dispute. Where the Hirer believes that there has been a mistake made, HomeNow requests that the Hirer contacts HomeNow within 5 business days of receipt of the invoice/statement, so that HomeNow may investigate any alleged error. If a mistake has occurred, the Hirer's subsequent invoice/statement will be adjusted.

4.6. Unless otherwise stated, the Charges will always be inclusive of GST (*if applicable*). In addition, the Hirer must pay any other taxes and duties that may be applicable shall be added to the Charges except when they are expressly included in the Charges.

5. VARIATIONS

5.1. Unless otherwise agreed, HomeNow reserves the right to amend the hire Charges (upon written notice to the Hirer):
(a) If a variation to the supply or specifications of any Unit, or the Hirer information and instructions, is requested (including but not limited to, additional work required due to hidden or unidentifiable difficulty not evident prior to the supply of the Unit, such as: limited access, poor weather conditions, height restrictions, foundation stability/safety considerations, high winds, availability of Unit, prerequisite work by any third party not being completed etc.); or
(b) If new hire Charges apply upon review as per clause 3.

5.2. Any variations to the Hirer's original hire Charges quoted, will be described in full as a variation on the invoice. The Hirer will be required to respond to any variation invoice presented by HomeNow to the Hirer within 10 days from the date of receipt of the invoice, failure to comply will permit HomeNow to assume that the variation invoice is accepted without dispute. Payment will be due as per the date stated on the said invoice.

6. DELIVERY AND REMOVAL

6.1. Both parties agree that
(a) Delivery ("**Delivery**") of the Unit is taken to occur at the time that the Hirer or the Hirer's nominated carrier takes possession of the Unit at HomeNow's address; or
(b) HomeNow (or HomeNow's nominated carrier) delivers the Unit to the Hirer's nominated address;
(c) Recovery of the Unit ("**Recovery**") will be completed when the Unit has been either collected from the site and/or returned HomeNow's premises.

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6.2. The cost of Delivery is in addition the Charges. However, at HomeNow sole discretion, Delivery to a Hirer's site more than 20kms from HomeNow depot may be subject to a mileage cost, this will be stated on the invoice issued to the Hirer by HomeNow.

6.3. Furthermore, unless otherwise agreed at the time of quoting, HomeNow shall supply all necessary labour for erecting and collection of the Unit, however, the Hirer, will be responsible for the cost of any additional labour that HomeNow must supply, if the Unit is to be moved to a subsequent location on site after the initial erection.

6.4. Delivery dates for the supply of the Unit will only always be an estimate and subject to availability, as delays may occur beyond HomeNow's control i.e., Third Party suppliers, returned Unit, breakdown of Unit, transportation, or Force Majeure etc. The Hirer must take Delivery by receipt or collection of the Unit whenever they are presented for Delivery. HomeNow will not be liable for any loss or damage incurred by the Hirer because of Delivery and/or Recovery of the Unit being late, however, HomeNow will at every opportunity liaise with the Hirer to ensure Delivery and/or Recovery does take place, as soon as reasonably possible.

6.5. If the Hirer is unable to take Delivery of the Unit as arranged, then HomeNow shall be entitled to charge a reasonable fee for redelivery.

7. HOMENOW'S ACCESS AND INSTALLATION

7.1. The Hirer shall ensure that:

(a) HomeNow has clear and free access to the nominated delivery address to enable HomeNow to install and/or remove the Unit and that the foundations upon which HomeNow is to install the Unit is sufficiently firm and otherwise suitable to safely carry the structure and the load to be put on it without subsidence; and

(b) If HomeNow is unable or unwilling to install the Unit due to the site not being cleared and ready as per clause 7.1(a), HomeNow may claim an extension of time for the Hire Period and the Hirer shall be liable to pay the costs of additional Hire Charges.

7.2. Notwithstanding clause 1.1(f), HomeNow shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways, and concreted or paved or grassed areas) unless due to the negligence of HomeNow.

8. HOMENOW'S WARRANTIES AND OBLIGATIONS

8.1. HomeNow warrants that:

(a) It will supply the Unit as defined in the descriptions annexed provided together with the Hire Agreement; and

(b) Within a reasonable period, replace or, at its discretion, repair Unit supplied that may be defective in workmanship provided that the Hirer notifies HomeNow in writing immediately once the defect is found; and

(c) Subject to the Hirer providing adequate access to the site as per clause 7.1(a), (the Hirer is responsible for all services and utilities connections) to enable HomeNow to install the Unit and if any other site works are required by HomeNow with the installation of the Unit, such additional costs will apply and shall be borne by the Hirer.

8.2. Upon termination of the Hire Agreement HomeNow will remove the Unit excluding the wastewater pipe provided. This pipe is the Hirer's responsibility to dispose of.

8.3. HomeNow will not provide its warranty under clauses (a) and (b) if the Hirer was prejudiced by any defect or failure of the Unit which are due to:

(a) Or results from damage or misuse or negligent care while in the possession of the Hirer or the Hirer's failure to follow the due care instruction;

(b) The Hirer's instruction regarding the rating or size of the Unit required for the Hirer's use or the non-operation of the Unit, being due to the Hirer not complying with local Council or resource permission laws of New Zealand; and

(c) The Hirer or a third party rectifying any defect while the Unit is in the possession of the Hirer; or

(d) Reasons of a force majeure (outside of the control of HomeNow).

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8.4. HomeNow will **NOT** accept liability for:

(a) Damages or loss (including economic loss, consequential loss, or any other form of loss) suffered by the Hirer by the Hirer's own actions (including but not limited to actions noted at clause 8.2) in operating the Unit causing loss to the Hirer's property and/or the legal owner of the property (if applicable) on which the Unit are located; or

(b) The property of a third party; or

(c) Death of or injury to any person resulting directly or indirectly from the use of the Unit.

8.5. HomeNow will keep the Unit insured (excluding the Hirer's content).

8.6. The full cost of the hire of the Unit to the Hirer will be as stated in this Agreement for the hire period indicated, if weekly invoices or monthly statements are required by the Hirer, these are available upon request to HomeNow and will be emailed or posted to the Hirer's address provided for service.

8.7. HomeNow has the right to:

(a) Reviews hire Charges in accordance with clause 3 unless agreed otherwise in writing in the Hire Agreement; and

(b) Conduct an inspection of the Unit at any time with 48 hours prior written notice given to the Hirer.

9. HIRE PERIOD

9.1. **Unless agreed otherwise:**

(a) The minimum hire period shall be **stated on the Hire Agreement**. The Hirer shall always remain liable for all Hire Charges during this agreed minimum hire period, even if the Hirer wishes to terminate earlier. Thereafter, the Hire Agreement becomes an **on-going month by month Agreement**, until the Hirer gives **four (4) week's written notice to HomeNow** if the Hirer intends to end the Hire Agreement; and

(b) Where HomeNow is to deliver and/or collect the Unit, hire Charges shall commence from the time the Unit leaves HomeNow's premises and continue until the Hirer notifies HomeNow that the Unit is available for collection (additional Charges will apply if the Hirer requests an extension of the Hire Period as per clause 9.2); or

(c) Until the expiry of the Minimum Hire Period, whichever last occurs.

9.2. **Hire Period Extension:**

(a) Although the Hire Agreement reverts to an open-ended hire term, after the initial minimum hire period as stated in the Hire Agreement, it is important that the Hirer confirms their intentions for the new hire period extended timeline by way of **written notice to HomeNow**, at their earliest convenience following the minimum hire period; or

(b) If HomeNow **requests** an extension of the commencement or expiry date, for whatever time reasonable, due to an event beyond HomeNow's control, HomeNow will notify the Hirer in writing, including but not limited to, any failure by the Hirer to:

(i) Ensure the site is ready for the Unit assembly; or

(ii) Notify HomeNow that the site is ready for the Unit installation; or

(iii) Notify HomeNow that the Unit is ready for collection.

(c) Upon agreement between the two parties, the Hire Period will be extended, commencing on the day following the date of expiration of the original Hire Period and that the additional Charges, will be treated as a variation as per clause 5 of these same terms and conditions of this Agreement.

10. HIRER'S RESPONSIBILITIES

10.1. **The Hirer shall:**

(a) Notify HomeNow immediately in writing if any details on the Hire Agreement are required to be updated; and

(b) Use the Unit for the purpose declared to HomeNow in the Hiring Agreement unless written approval is given by HomeNow to change the purpose declared; and

(c) Comply with local Council rules, regulations, bylaws, and the laws of New Zealand and to indemnify HomeNow from any claim by local Council or other authority or New Zealand government against HomeNow resulting from the Hirer's actions of non-compliance with local Council rules, regulations,

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bylaws and laws of New Zealand in relation to building or resource permission codes or the laws of New Zealand; and

(d) Notify HomeNow immediately in the event of the Unit stolen, lost or damaged and agrees to follow all reasonable instructions of HomeNow; and

(e) Ensure adequate foundations for the installation of the Unit is available to support the load of the Unit; and

(f) Clean-up of the site where the Unit were installed and restore the property to its pre-existing condition, however, if any existing grass has died off due to the covering of base blocks to establish foundation support for the Unit, such damage is **NOT** accepted by HomeNow, the cost of rectification remains the Hirer's responsibility; and

(g) On expiry of the hire period, deliver (or make available for collection by HomeNow in accordance with their pre-arrangements) the Unit complete (including all parts and/or accessories), clean and in good order as supplied. HomeNow accepts fair wear and tear of the Unit, where appropriate; and

(h) Always keep the Unit in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to take a lien over the Unit;

(i) **Not:**

(i) Alter or make any additions to the Unit including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate, or number on or in the Unit or in any other manner interfere with the Unit;

(ii) Fix any of the Unit in such a manner as to make it legally a fixture forming part of any freehold;

(iii) To hold HomeNow liable for any loss caused to the Hirer by the Hirer's own direct or indirect actions in operating the Unit including the Hirer's actions in not complying with local Council rules, regulations, bylaws and the laws of New Zealand

(j) Indemnify and hold harmless HomeNow in respect of all claims arising out of the Hirer's use of the Unit.

10.2. **Upon request by HomeNow, the Hirer will immediately pay:**

(a) **The new list price** of any Unit that is for whatever reason destroyed, written off or not returned to HomeNow if HomeNow's insurer has good cause not to pay the full or part amount of the cost of replacement; and

(b) **All costs incurred:**

(i) In cleaning the Unit;

(ii) Repairing any damage caused by the ordinary use of the Unit or caused by the negligence of the Hirer or the Hirer's agent or caused by theft or vandalism.

(c) **Any lost hire Charges**, HomeNow otherwise would have been entitled to regarding the Unit, under this, or any other hire Agreement;

(d) **Any insurance excess** payable in relation to a claim made by the Hirer in relation to any damage causes by, or to, the Unit whilst the same is hired by the Hirer.

10.3. The Hirer accepts and acknowledges that the following situations do not constitute proper return of Unit and the Hirer will pay for further allowance of time as per clause (c) until the Unit are secured by HomeNow:

(a) Selling of the land/property (the site address) and the Unit are left at the site address; and

(b) Leaving the Unit outside HomeNow's address.

11. INSURANCE

11.1. Ownership in the Unit shall remain with HomeNow, nonetheless all risk for the Unit passes to the Hirer on Delivery.

11.2. HomeNow has in place for all Units as part of the Hire:

(a) Building Insurance **only**, **NO CONTENTS** insurance; and

(b) Public Liability Insurance (where applicable).

11.3. The Hirer **is responsible** for:

(a) Contents Insurance; and

(b) Public Liability Insurance (if applicable); and

(c) The Hirer agrees to indemnify HomeNow fully against all liability in respect of all actions, proceedings, claims, damages, costs, and expenses in respect of any injury to persons or damage to property arising out

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of the use of the Unit during the hire period, however arising and whether arising from any negligence, failure or omission of the Hirer or any other persons.

12. COMPLIANCE WITH LAWS

12.1. All due care will be exercised by HomeNow in accordance with, any WorkSafe guidelines, part thereof, the Health and Safety at Work Act 2015 ("the HSW Act") or any other relevant safety standard or legislation that may affect the installation, erection, collection, and removal of the Unit.

12.2. The Hirer agrees to indemnify HomeNow from any claims made against them by local council or other public authority of New Zealand that resulted from the **Hirer's actions or failure** to comply with New Zealand laws applicable to the Services (including obtaining access for HomeNow over or through any neighbouring property).

13. TITLE TO EQUIPMENT

13.1. Ownership of the Unit is and will always remain the absolute property of HomeNow.

13.2. The Hirer **shall not** (except with the written permission of HomeNow), sell or offer for sale, assign, part with possession, or re-hire, mortgage, pledge or otherwise deal with the Unit and **will not remove** the Unit from the site address noted on the Hire Agreement.

13.3. At no time is the Hirer authorised to pledge HomeNow's credit for repairs to the Unit or to create a lien over the Unit in respect of any repairs.

13.4. If the Hirer fails to return the Unit to HomeNow, the Hirer authorises HomeNow or HomeNow's agent (as the invitee of the Hirer) to enter upon and into land and premises owned, occupied, or used by the Hirer, or any premises where the Unit is situated and take possession of the Unit, without being responsible for any damage thereby caused.

14. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

14.1. The Hirer will provide such information and do such acts and execute such further documents as in the opinion of HomeNow may be necessary or desirable to enable HomeNow to perfect under the PPSA the security interest created by these terms and conditions.

14.2. By signing the Hire Agreement, the Hirer (or debtor) agrees to grant a purchase money security interest as the term, as defined in the Personal Property Securities Act 1999, in favour of HomeNow (or secured party) in respect of all the debtor's right, title and interest in the Unit (or personal property or collateral or inventory) in consideration of the Unit provided by HomeNow to the Hirer.

14.3. The Hirer agrees that a financing statement can be registered against the Hirer's name on the Personal Property Securities Register before the Unit are delivered to the Hirer's site address.

14.4. HomeNow agrees that it will discharge the financing statement once the Hire Agreement expires and HomeNow has repossessed the Unit with no further debt owing by the Hirer to HomeNow.

14.5. HomeNow may do all things which it thinks desirable to remedy any default by the Hirer or otherwise protect the Unit or the security interest created by these terms and conditions.

14.6. The Hirer irrevocably appoints HomeNow to be the Hirer's attorney to do anything which HomeNow agrees to do under these terms and conditions and anything which the attorney thinks desirable to protect HomeNow's interests under these terms and conditions and the Hirer ratifies anything done by an attorney under this clause. The Hirer agrees sections 114(1)(a), 133 and 134 of the PPSA shall not apply to these terms or the security under these terms and conditions.

14.7. The Hirer waives the Hirer's right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these terms and conditions.

14.8. The Hirer agrees that none of the Hirer's rights as debtor under sections 116, 119, 120(2), 121, 125, 126, 127, 129,131 and 132 of the PPSA shall apply to these terms and conditions.

14.9. The Hirer also agrees, where the Hirer has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

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14.10. The Hirer must not change the Hirer's name without first notifying HomeNow of the new name not less than 7 days before the change takes effect.

14.11. The Hirer must not allow or permit the creation of a lien over any of the Unit.

15. SECURITY AND CHARGE

15.1. The Hirer acknowledges and accepts that by accepting these terms and conditions, it charges all its rights, title, and interest (whether joint or several) in any land, realty, or other assets capable of being charged (including, but not limited to, the payment of any money), owned by the Hirer either now or in the future, to secure the performance by the Hirer of its obligations under these terms and conditions.

15.2. The Hirer irrevocably appoints HomeNow and each director of HomeNow as the Hirer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Hirer's behalf.

16. DEFAULT

16.1. In any event, HomeNow reserves the right to charge the Hirer interest in respect of the late payment of any sums due under this Agreement, calculated and cumulated monthly, at the rate of five percent (5%) per year above the cash rate from time to time of the Reserve Bank of New Zealand, from the due date until receipt of payment.

16.2. If the Hirer owes HomeNow any money the Hirer shall indemnify HomeNow from and against all costs and disbursements incurred by HomeNow in recovering the debt, such as, any legal costs on a solicitor and own client basis or internal administration fee (which may include bank dishonour charges that HomeNow has incurred from their banking institute for dishonours or chargebacks) or any collection fees if a debt is passed to a recognised Debt Collection Recovery Agency.

16.3. HomeNow shall be entitled to suspend or cancel all or any part of this Agreement and/or any other contract or contracts with the Hirer, in addition to its other remedies, upon the happening of any of the following events of default:

(a) If any amounts payable by the Hirer to HomeNow are overdue; or

(b) If the Hirer breaches, or fails to comply or repudiates, any obligation under this Agreement or any other subsequent contract with HomeNow; or

(c) The Hirer intimating that they will not pay any sum by the due date; or

(d) Any Unit seized by any other creditor of the Hirer or any other creditor intimates that it intends to seize the Unit; or

(e) Any Unit in the possession of the Hirer is materially damaged, regardless of, if any money is owing; or

(f) HomeNow believes on reasonable grounds that hired Unit may be at risk for any reason whatsoever, including the manner of its use by the Hirer, adverse weather, work conditions or site closure due to pandemic, change of the land owner that granted consent for the Unit installation and/or by a liquidator, then at HomeNow sole discretion clause 13.4 will apply in taking back possession; or

(g) The Hirer dies, becomes insolvent or subject to bankruptcy laws, calls a meeting of creditors, or if a company – enters into an arrangement with creditors or makes an assignment/compromise for the benefit of its creditors, or receivers, managers, liquidations (provisional or otherwise), administrators or any similar party is appointed in respect of the Hirer (or any asset of the Hirer), has any winding up petition presented against, or ceases to carry on business; or

(h) If the Hirer ceases or threatens to cease carrying on business; or

(i) If the ownership or effective control of the Hirer is transferred, or the nature of the Hirer's business is materially altered.

16.4. Notwithstanding clause 16.3, if the Hirer's outstanding debt remains unpaid or HomeNow has reasonable grounds to believe that the Unit is at risk of being removed, destroyed, or damaged, HomeNow will send a "pre-possession notice" pursuant to section 82 of the Credit Contracts and Consumer Finance Amendment Act 2014 and at the expiry of the 7 days' notice:

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(a) HomeNow, its agents or servants, has free and uninterrupted right to enter the site address between 6 a.m. and 9 p.m., Monday to Saturday, to search for, inspect and remove the Unit supplied in which HomeNow has ownership; and
(b) At the Company's discretion, the Hirer's personal possessions will be left at the site address; and
(c) The Hirer will not hold the Company responsible for any economic or consequential loss that the Hirer may suffer because of the Unit being collected and removed from the site address.

16.5. Upon cancellation of this Agreement all sums owing by the Hirer to HomeNow shall become immediately due and payable.

17. TERMINATION

17.1. **By HomeNow:**
(a) May occur at any time before the Unit are supplied by giving 48 hours written notice; and
(b) HomeNow will repay to the Hirer any deposit monies paid by the Hirer to secure the Unit or Services; and
(c) HomeNow shall not be liable for any loss or damage whatsoever arising from such cancellation.

17.2. **By the Hirer:**
(a) **Prior to Delivery and installation of the Unit**, by giving no less than **48 hours** written notice, the Hirer is liable for any costs incurred by HomeNow (including, but not limited to, loss of profit) up to the time of termination; or
(b) **If the Unit hire has commenced**, the termination notice period stands as per this Agreement thereby, the Hirer **must** give no less than **4 weeks** written notice to HomeNow and agrees to indemnify HomeNow:
(i) All hire Charges and other moneys due to HomeNow at the date of termination; or
(ii) The balance of all hire Charges yet to accrue from the date of termination to the expiry of the term of the Agreement discounted for early payment in such amount as HomeNow at its sole discretion allows.

17.3. Termination of the Agreement by HomeNow is without prejudice to any rights that HomeNow may have under this Agreement.

18. PRIVACY POLICY

18.1. The Hirer authorises HomeNow to collect, retain and use Personal Information about the Hirer for the following purposes:
(a) Assessing the Hirer's creditworthiness;
(b) Administering the Hirer orders;
(c) Receiving information from one or more credit reference agencies, concerning the credit history of the Hirer;
(d) Disclosing credit-related information to, and using the credit services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning the Hirer's credit worthiness.

18.2. For the avoidance of doubt, all authorities given above are continuing authorities, to apply throughout the duration of the term of HomeNow and Hirer's trading relationship.

18.3. The Hirer, if an individual, has a right of access to Personal Information about the Hirer held by HomeNow and may request correction of the information.

18.4. For the purposes of this clause 18, Personal Information has the meaning given to it in the Privacy Act 2020.

19. NOTICES

19.1. If either party gives or is required to give notice to the other party under this Agreement, it must be;
(a) In writing; or
(b) Directed to the recipient's address for service of notices specified in Agreement or as advised from time to time; and
(c) Hand-delivered or sent by pre-paid post, registered mail or by email to that address.

19.2. **Notice is taken as received when:**
(a) A notice given in accordance with clause 19.1 is taken to be received; or
(b) If hand-delivered on delivery; or

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(c) If sent by prepaid post, 5 days after the date of posting for local or rural mail and 10 days after the date of posting for international mail; or
(d) If sent by registered mail, immediately upon signed receipt thereof; or
(e) If sent by email, at the time denoted in an automated receipt notification received by the sender (in the absence of manifest error or tampering) or, if that function is not enabled, upon acknowledgement of receipt by the other party by return email or otherwise).

20. DISPUTE RESOLUTION

20.1. If a dispute arises between the parties to this Agreement, then either party shall send to the other party a notice of dispute in writing detailing the grounds of said dispute. Within 14 days after service of a notice of dispute, the parties shall use their reasonable efforts, to attempt to resolve the dispute (each party shall bear their own costs associated with any mediation method). If the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by registered mail to the other party stating that such dispute is now to be referred to either arbitration in accordance with the Arbitration Act 1996 or its replacements or where, so the Agreement suggests adjudication in accordance with the Construction Contract Act 2002.

20.2. Nothing shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect and proprietary or trade secret right.

21. CONSUMER GUARANTEE ACT 1993

21.1. If the Hirer is acquiring Services for the purposes of a trade or business, the Hirer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services by HomeNow to the Hirer.

22. ASSIGNMENT

22.1. The Hirer must not assign, sub-license or otherwise transfer this Agreement or any part of it to any other person without the prior written consent of HomeNow, which consent may not be unreasonably withheld.

22.2. HomeNow may assign (including but not limited to, subcontracting out any part of the Services), encumber, declare a trust over or otherwise deal with its rights under this Agreement without the Hirer's consent and the Hirer must do, and must ensure, that the Hirer's personnel do anything necessary (including execute any document), that HomeNow may reasonably require to give full effect to this clause, nonetheless, in doing so HomeNow shall not be relieved from any liability or obligation under this Agreement.

23. FORCE MAJEURE

23.1. Neither party shall be liable if a Force Majeure event occurs:
(a) The obligations of a party under this Agreement will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Agreement by Force Majeure; and
(b) A party affected by Force Majeure must notify the other party as soon as practicable of the Force Majeure and the extent to which that party is unable to comply with its obligations; and
(c) If a failure or delay in performance exceeds 60 days, either party may immediately terminate this Agreement by written notice to the other party.

23.2. Notwithstanding clause 23.1, this clause will not apply to a failure by the Hirer to make a payment to HomeNow.

24. MISCELLANEOUS

24.1. If any term or provision of this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms and conditions.

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24.2. The legality, construction and performance of this Agreement shall be governed by the laws of New Zealand. The Hirer agrees that any dispute arising from the Agreement between the two parties that cannot reasonably be resolved by mediation shall then be litigated only, by the jurisdiction of the Courts of New Zealand.

24.3. HomeNow shall be under no liability whatsoever to the Hirer for any expenses, claims, costs (including but not limited to, legal fees and commissions), damages suffered or incurred by HomeNow or indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by HomeNow of these terms and conditions, caused by any failure by the Hirer to comply with their obligations under this Agreement, or that arise from any claim relating to the Services by any person that the Hirer authorises to use the Services, (alternatively HomeNow's liability shall be limited to damages which under no circumstances shall exceed the Charges of the Unit and/or Services supplied under this Agreement).

24.4. The Hirer acknowledges and accepts that HomeNow may from time to time amend their general terms and conditions and for disclosure purposes shall do so by, in writing, to the Hirer. These subsequent changes for future contracts shall be deemed to take effect from the date on which the Hirer accepts such changes, or otherwise at such time as the Hirer makes a further request for HomeNow to provide Unit and/or Services to the Hirer.

25. DEFINITIONS AND INTERPRETATION

25.1. In this Agreement, unless the context otherwise requires capitalised terms have the meaning set out below:

(a) "**Agreement**" means this Agreement, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that forms part thereof and/or is deemed to be supplementary to this Agreement.

(b) "**Business Days**" means a day on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.

(c) "**Charges**" means the Charges due under this Agreement ($NZ currency) for the supply of Unit and/or Services as agreed between HomeNow and the Hirer and (if applicable) shall include any Unit and Services Tax ("GST") payable, in accordance with clause 2.

(d) "**Confidential Information**" means any information:

(i) Relating to this Agreement;

(ii) Relating to a quotation, order or proposal or its contents;

(iii) Relating to a Hirer of HomeNow

(iv) Disclosed by either party to the other party on the express basis that such information is confidential; or

(v) Which might reasonably be expected by either party to be confidential in nature.

Provided that, where information relates exclusively to one party, nothing in this Agreement will require that party to maintain confidentiality in respect of that information.

(e) "**Force Majeure**" means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics, pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for Unit or individuals, etc.

(a) "**GST**" means Goods and Services Tax (GST), as defined within the Goods and Services Tax Act 1985.

(b) "**Hirer**" means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include the Hirer's executors, administrators, successors and permitted assigns) or any person acting on behalf of and with the authority of the Hirer requesting HomeNow to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation.

(c) "**Minimum Hire Period**" means the Minimum Hire Period is 6 months, unless stated otherwise and described on the invoices, quotation, authority to hire, or any other forms as provided by HomeNow to the Hirer.

(d) "**HomeNow**" means Compact Residential Limited T/A HomeNow, its successors and assigns.

(e) "**Personal Information**" means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's licence details, electronic contact type details, such as, email, IP Address, Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were

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deemed relevant shall include any previous credit applications or credit history details. By the nature of such information is always considered, Confidential Information.

(f) "**PPSA**" means Personal Property Securities Act 1999.

(g) "**Services**" shall mean all Services (including any documentation and where the context so permits the terms 'Unit' or 'Services' shall be interchangeable for the other) supplied by HomeNow to the Hirer and includes any advice or recommendations, and are as described on the invoices, quotation, authorisation form or any other forms as provided by HomeNow to the Hirer.

(h) "**Unit**" means all buildings (including any accessories, chattels withing or connected to the building or if applicable any related Services provided by HomeNow, such as labour supplied for the installation or collection of the Unit) supplied on hire by HomeNow to the Hirer at the Hirer's request.

25.2. In this Agreement, unless the context requires otherwise:

(a) **Charges**: A reference to dollars or $ is to an amount in New Zealand currency;

(b) **Headings**: Headings shall be ignored in construing this document;

(c) **Joint obligations**: An obligation incurred in favour of two or more parties shall be enforceable by them jointly or severally;

(d) **Parts of Agreement**: References to this Agreement including its clauses, schedules, annexures;

(e) **Plurals**: This singular shall include the plural and vice versa and word importing one gender shall include every gender and a reference to a person shall include any other legal entity of whatsoever kind and vice versa;

(f) **Statutory Requirements**: A reference to a statute, ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction.

25.3. **Neutral Interpretation** - nothing in this Agreement is to be interpreted against a party solely on the ground that that party put forward this Agreement or a relevant part of it.

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