

Main terms: Minimum rental - 3 months. 21 day notice to off hire.

NOTE TO CUSTOMER

You should read these Hire Contract terms very carefully. They contain terms and conditions which may impact on you, including that;

- (a) the liability of Space King to its Customers is excluded in some circumstances; and
- (b) Customers may be liable for damage to goods that are hired by them; and
- (c) Space King' Privacy Policy permits Space King in some circumstances and subject to compliance with New Zealand Privacy Principles to provide data about a Customer, or data provided by a Customer, to a third party in a form that may enable the third party to identify the Customer.

These Hire Contract Conditions apply to the exclusion of any other conditions proposed by the Customer, unless otherwise agreed by Space King and the Customer in writing. Space King agrees to hire buildings to the Customer on terms set out in this document. If the Customer wishes to hire a building, Space King will issue to the Customer a Hire Schedule, setting out the terms of the hire of that building. Each Hire Schedule is not a separate contract but forms a part of this hire agreement between Space King and the Customer, together with any credit application, guarantee and indemnity or other contractual documents. The Customer agrees to receive hire schedules and all associated documentation by electronic means, or by printed or other form where electronic means are not available. The Customer must check the Hire Schedule on receipt and unless the Customer notifies Space King before collection of the building that it disagrees with anything in the Hire Schedule, the terms of the Hire Schedule are accepted by the Customer. Space King may in its absolute discretion decline to hire building to the Customer at any time if it has reasonable cause to do so.

Amendment: These Hire Contract Conditions may be changed by Space King from time to time by Space King giving notice of the amendment to the Customer. Notice is deemed given when Space King does any of the following:

- (a) sends notice of the amendment to the Customer at any address (including an email address) supplied by the Customer;
- (b) publishes the amended terms on its website or
- (c) displays the amended terms at premises from which Space King conducts hire operations.

Changes to these Hire Contract Conditions will only apply to Hire Schedules entered into after the change has been notified to the Customer by one of the methods mentioned above.

1. INTERPRETATION OF WORDS IN THIS CONTRACT;

COMMENCEMENT – The date when the Customer takes possession of the building.

BUILDING – Means any kind of building.

CUSTOMER – refers to the person, firm, organization, partnership, corporation or other entity (including trust) hiring the building from Space King Hire as identified in the Credit Application or Hire Schedule

HIRE CHARGE – The amounts shown on the Hire Schedule payable by the Customer to hire the building/

HIRE PERIOD – Means from Commencement until the end of the period shown on the Hire Schedule. The Hire Period may only be extended for one or more definite periods and in each case this can only be done if the Customer requests it and if Space King agrees. Space King may issue an amended Hire Schedule for any extension of the Hire Period.

HIRE SCHEDULE – Means a document in such form as Space King shall require, setting out the terms of the hire of building, including the particulars of the building and the Hire Period and such other information as Space King may decide to include.

SPACE KING – The company or companies listed on the Hire Schedule.

KILOMETRE CHARGE – The amount payable for the kilometres that a Motor Vehicle has, in the reasonable opinion of Space King, travelled during the Hire Period.

MOTOR VEHICLE – A truck or utility but not any other building such as a scissor lift, trailer or skid-steer loader.

REMOTE AREA – Any location which is more the 50 kilometres from the Space King branch from where the building is hired.

2. SPACE KING OBLIGATIONS

Space King will:

- 2.1 Allow the Customer to take and use the building for the Hire Period;
- 2.2 Provide the building to the Customer clean and in good working order;
- 2.3 Collect the building within five days of being requested to do so by the Customer

NOTE TO CUSTOMER:

You must return the building at your expense when due back unless you paid the pick up to Space King.

3. OBLIGATIONS OF THE CUSTOMER

The Customer must:

- 3.1 Return the building to Space King clean and in good repair;
- 3.2 Satisfy itself at Commencement that the building is suitable for its purposes;
- 3.3 Use the building safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by Space King or posted on the building.

NOTE TO CUSTOMER: You MUST advise Space King if you require any further instruction on the safe use of the building.

- 3.4 Indemnify Space King for all injury and/or damage to the extent caused or contributed to by the Customer to persons and property in relation to the building and its operation and have adequate insurance to cover all liabilities incurred as a result of the use of the building;
- 3.5 Ensure that any person taking delivery of building on behalf of the Customer is authorized by the Customer to do so and the Customer will not allege that any such person is not so authorized;
- 3.6 Report and provide full details to Space King of any accident or damage to the building within two business days of the accident or damage occurring;
- 3.7 Sign any documentation requested by Space King at such intervals as reasonably stipulated by Space King, to confirm the Customer's acceptance of these Hire Contract Conditions.

The Customer must NOT;

- 3.8 Tamper with, damage or repair the building;
- 3.9 Lose or part with possession of the building;
- 3.10 Rely upon any representation relating to the building or its operation other than those contained into the contract.

4. NO ASSIGNMENT BY CUSTOMER

- 4.1 This Agreement is personal to the Customer and is not capable of assignment by the Customer, but this shall not prevent employees of the Customer using the building in accordance with the terms of this agreement.
- 4.2 Space King may assign its rights under this agreement without the consent of the Customer or any guarantor.

5. PAYMENTS BY THE CUSTOMER TO Space King

- 5.1 On or before Commencement (or as otherwise specifically agreed in writing with Space King), the Customer will pay the Hire Charge.
- 5.2 Immediately on request by Space King, the Customer will pay:
- (a) the new list price of any building which is for whatever reason not returned to Space King
- NOTE TO CUSTOMER: Subject only to any express provision of this Contract to the contrary, the Customer is responsible for loss or theft of the building**
- (b) all costs incurred in cleaning the building;
- (c) the full cost of repairing any damage to the building caused or contributed to by the Customer, unless expressly agreed otherwise in this Contract;
- (d) stamp duties, GST, any other taxes or duties, and all tolls, fines, penalties, levies or charges payable in respect of this Contract or arising from the Customer's use of the building;
- (e) all costs incurred by Space King in delivering and recovering possession of the building;
- (f) a late payment fee calculated daily at 3% per month on all amounts owing by the Customer not paid on time;
- (g) the Kilometre Charge and any additional Hire Charges;
- (h) the cost of fuels and consumables provided by Space King and not returned by the Customer;
- (i) any expenses and legal costs (including commission payable to a commercial agent) incurred by Space King in enforcing this contract due to the Customer's default;
- (j) if any damage and/or theft waiver applies, the amount for which the Customer is liable as set out in this Contract; and
- (k) Loading costs when building hired with an hour meter is used in excess of eight hours per day.
- 5.3 Without limiting the ability of Space King to recover all amounts owing to it, the Customer irrevocably authorises Space King to charge any amounts owing by the Customer to any credit card or account details of which are provided to Space King.

6 OWNERSHIP / RETENTION OF TITLE

All building supplied by Space King to the Customer under this agreement shall remain the property of Space King.

7 PPSA

- 7.1 If a 'security interest' for the purposes of the Personal Property Securities Act 1999 ("PPSA") arises in relation to the building provided to the Customer under this agreement whether created or provided for by a lease for a term of more than one year or otherwise ("security interest") then the terms of this clause 7 shall apply.
- 7.2 The Customer must do anything (such as obtaining consents and signing documents) which Space King requires for the purposes of:
- (a) ensuring that Space King security interest is enforceable, perfected and otherwise effective under the PPSA;
- (b) enabling Space King to gain first priority for its security interest; and
- (c) enabling Space King to exercise rights in connection with the security interest.
- 7.3 The Customer agrees that nothing in sections 114(1)(a), 133 or 134 of the PPSA applies to this agreement, and waives its rights under sections 121, 125, 129, 131 and 132 of the PPSA.
- 7.4 Customer must not lease, hire, bail or give possession ('sub-hire') of the building to anyone else or grant or create any security interest in the building unless Space King (in its absolute discretion) first consents in writing. Any such sub-hire must be in writing in a form acceptable to Space King and must be expressed to be subject to the rights of Space King under this agreement. Customer may not vary a sub-hire without the prior written consent of Space King (which may be withheld in its absolute discretion).
- 7.5 Customer must ensure that Space King is provided at all times with up-to-date information about the sub-hire including the identity of the sub-hirer, the terms of and state of accounts and payment under the sub-hire and the location and condition of the building.

8 DAMAGE WAIVER

- 8.1 Damage Waiver is not insurance, but is an agreement by Space King that the Customer's liability for damage to the building can be limited in some circumstances only, to an amount called the Damage Waiver Excess.
- 8.2 Damage Waiver applies to all hires, subject to the conditions below, for no additional fee. The Damage Waiver Excess is the actual recovery and repair cost of the building, or 20% of the current replacement cost of the building as reasonably determined by Space King using suppliers list prices, whichever is the lesser amount.

DAMAGE WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY in the following circumstances;

- (a) where the building is lost or stolen;
- (b) where the building has been willfully damaged at any time during the Hire Period;
- (c) where the damage is caused by a collision with a bridge, carpark, awning, gutter, tree or any other overhead structure or object whatsoever due to insufficient clearance;
- (d) where the damage is caused in any way by overloading; or
- (e) where the damage is caused to a truck pantech or truck crane.
- 8.3 **THEFT WAIVER DOES NOT APPLY AND WILL NOT LIMIT THE CUSTOMER'S LIABILITY FOR THEFT** in the following circumstances;
- (a) where the Customer has failed to keep the building in a securely locked enclosed area.
- (b) where the Customer has failed to submit to Space King a Police report on the theft within seven days of the theft allegedly occurring.
- 8.4 In the event of Theft Waiver applying, hire fees will be charged to the Customer until the Police Report is provided to Space King.
- Damage Waiver or Theft Waiver will NOT apply where Space King determines that any of the applicable circumstances in clauses 8.2(b)-(c) or 8.3(a)-(b) respectively have occurred, unless the Customer is able to establish otherwise to the reasonable satisfaction of Space King.

9. EXCLUSION OF WARRANTIES AND LIABILITIES.

- 9.1 Where the Consumer Guarantees Act 1993 ("CGA") applies, the Customer has the benefit of guarantees in relation to the hire of the building which cannot be excluded.
- 9.2 Where the CGA applies and the building is hired for business purposes the CGA is excluded to the fullest extent permitted by law.
- 9.3 To the extent that the CGA (or any other law which cannot be excluded) does not apply. Space King makes no representations and gives no warranties other than those set out in these Hire Contract Conditions, and will not be liable to the Customer for any damages, costs or other liabilities whatsoever (including for consequential loss) in relation to the hiring of the building by the Customer.
- 9.4 Space King shall have no liability to the Customer, the guarantor or any other person whether in contract, tort or otherwise for any consequential of indirect damages or losses except to the extent otherwise mandatorily required by law.

10. REMOTE HIRE

Where the building is at any time hired by the Customer to be located in the Remote Area, the following clauses will also apply, in addition to the obligations of the Customer under Clause 3 and elsewhere in these Hire Contract Conditions;

- (a) The Customer will pay an additional charge for any delivery, servicing and repair of the building, and for any other attendance at the Remote Area by Space King ('Remote Area Charges'). The Remote Area Charges will be calculated on a per kilometre rate travelled by Space King staff to and from the Remote Area, plus labour costs per staff member per hour (including travelling times) at scheduled rates, plus direct travelling cost including all airfares and accommodation charges incurred by Space King and its staff in connection with travel to and from the Remote Area;
- (b) Multiple items of building hire by a Customer on the one site will only be charged for one call out fee;
- (c) The Customer is responsible at its cost for daily maintenance and care of all building in its possession.

11 BREACH OF HIRE CONTRACT BY CUSTOMER

If the Customer breaches any significant provision of this Contract and does not remedy the breach within a reasonable period of time (having regard to the breach), or becomes bankrupt, insolvent or ceases business then;

11.1 Space King shall be entitled to:

- (a) terminate this Contract; and/or
- (b) sue for recovery of all monies owing by the Customer; and/or
- (c) repossess the building (and is authorized to enter any premises where the building is located to do so), and any Damage and/or Theft Waiver referred to in clause 8 is immediately invalidated.

11.2 The Customer indemnifies Space King in respect of any damages, costs or loss, to the extent caused or contributed to by the customer resulting from a breach by the Customer of any provision of this Contract.

12 DISPUTES

12.1 The Customer must immediately check all Hire Charges, and any disputes in relation to those Hire Charges must be communicated to Space King in writing within 30 days of the Hire Contract date. In the event that no communication is received from the Customer within that 30 day period, the Hire Charges are deemed to be accepted by the Customer.

12.2 If a dispute arises relating to this Contract, the hiring or the use of the building (except in regard to payments due to Space King), the parties agree to take reasonable steps within a period of ten days of the dispute arising to negotiate to settle the dispute with the assistance of Hire Industry Association of New Zealand Inc. before litigation.

13 BUILDING DATA

Space King' building may contain on-board devices (each a GPS Device) which enable the building to be connected to the internet and to send commands to and receive certain information from the building, including geolocation data from a global positioning system and other data including but not limited to speed, battery voltage and ignition status of such building.

By hiring any building from Space King, the Customer expressly consents to Space King' use of the GPS Device on such building during the Hire Period and to Space King collecting, using and retaining information from the GPS Device in accordance with our Privacy Policy, and that Space King is the owner of that data subject to your rights as set out in our Privacy Policy.

14 PRIVACY ACT 1993

The Customer and any guarantor consent to Space King obtaining such information and making such enquiries about either of them from any source, including credit reference and reporting agencies and companies related to Space King, in relation to this agreement and disclosing information about either of them to credit reference agencies, companies related to Space King, sureties, financiers of Space King, the trustee under any debenture trust deed granted by Space King or assignees or anyone who is considering becoming a surety or assignee. A person has the right to access personal information (within the meaning of the Privacy Act 1993) held by Space King and request correction of any errors in that information.

15 PAYMENTS

All payments under this Agreement by the Customer must be made without set-off, counterclaim or withholding.

16 GOVERNING LAW

This Hire Contract is governed by the law of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

TERMS UNDERSTOOD AND AGREED

These terms have been read and understood by the Customer who agrees to be bound by them in relation to goods presently acquired and after-acquired from Space King (whether they are sold or hired). The Customer acknowledges that Space King Limited takes a security interest in all such present and after-acquired goods

Full Name:

Address of building:

Copy of identification:

Signature:

Date:
