



Terms & Conditions

1. **Term of Rental/Lease.** Rent-Tech will lease the Equipment to the Client for the Term, subject to the Client paying the Initial Payment, the Rent, and all other payments due under this Agreement on the relevant payment dates. The Term will commence on the Commencement Date, and will terminate on the Termination Date, unless the Parties agree to extend the Term further.
2. **Inspection and Delivery of Equipment.** The Client must pay the Initial Payment upon ordering of the Equipment. Rent-Tech will arrange delivery of the Equipment to the Client. Upon taking delivery, the Client must inspect the Equipment to ensure that it is complete, in good condition, and as described in the Schedule. The delivery and installation costs of the Equipment are not included in this Agreement, and the Client must pay such costs directly to the Rent-Tech or the supplier concerned, if required to do so. The Client agrees and acknowledges that Rent-Tech is not the manufacturer of the Equipment, and that Rent-Tech does not make any representations or give any warranty as to the quality, condition and fitness for use of the Equipment.
3. **Rent.** The Client must pay Rent by fortnightly instalments in advance, the first of which is to be paid on the Commencement Date or such other date specified in the Schedule for payment of such instalment. The remaining instalments are to be paid as a series of fortnightly payments sequentially, each falling after every fortnight, after the first payment, until the Term of Rental is over. Payment of Rent must be made by direct debit from the Client's nominated bank account. Rent shall include a premium in respect of such risk cover for the Equipment for the Term. The Company has the right, at any time and from time to time, to vary the Rent to include GST and other taxes, costs and charges which are payable in connection with the supply of the Equipment, parts or software installed on or supplied with the Equipment ("**the Software**"), or any other goods and services provided under this Agreement.
4. **Fees and Other Amounts.** The Client must pay Rent-Tech upon demand: (a) a dishonour fee if any bank or other financial institution refuses to honour any payment made by the Client; (b) all stamp duty, GST, and other taxes, fees and charges in connection with, or arising from, this Agreement, or any supply under this Agreement; and (c) all costs and expenses (including any legal fees) incurred by Rent-Tech in recovering, or attempting to recover the Equipment, the Rent and any other amounts due and payable under this Agreement.
5. **Risk Cover for Equipment.** During the Term of this Agreement, the Company provides theft and damage cover, or such other risk cover, in respect of the Equipment, as Rent-Tech may, in its absolute discretion, decide, pursuant to any insurance policy or scheme entered into, or to be entered into, or from or in conjunction with any mutual discretionary fund established, or to be established by or on behalf of the Company. Any claims are subject to the terms and conditions set out in the relevant insurance or scheme policy or trust deed establishing such fund. The Client shall be liable to pay for: (a) any excess notified to the Client by the Company in relation to any claim made against such policy or fund; and (b) any loss or damage to, or in respect of, the Equipment which is not covered by such policy or fund, or the manufacturer's warranty.
6. **Equipment and Software.** The Client must not sell, assign sub-let, charge or otherwise encumber, or deal with the Equipment and the Software in any way other than that permitted by this Agreement, or allow any person to do any of the things referred to in this clause. While in possession of the Equipment, the Client will be regarded as sub-lessee and bailee of the Equipment.
7. **Use of Equipment and Software.** The Client must: (a) ensure that the Equipment and Software is used only for the purposes permitted under this Agreement, in compliance with any relevant law, and in accordance with any operating manuals and guidelines provided.; (b) take good care of the Equipment and ensure that it is kept in good repair and order; (c) promptly inform the Company if the Equipment is defective, damaged, lost or stolen; and (d) continue to pay Rent for the Term even if the Equipment is not operational or cannot be utilised for any reason whatsoever (e.g. due to breakdown, malfunction or loss of the Equipment). The Client must ensure that any repairs to the Equipment are carried out only by an authorised repairer.
8. **Breach.** If the Client fails to comply with any condition, or perform any of its obligations, under this Agreement, the Company may, by written notice, do any or all of the following: (a) terminate this Agreement and the Client's rights under this Agreement; (b) declare immediately due and payable all Rent instalments and other amounts due and payable under this Agreement; (c) take appropriate court action to enforce the performance of the Client's and/or guarantors obligations or to recover damages for breach; or (d) without necessity of process or other legal action, enter upon the address where the Equipment is located and take possession of the Equipment.

The Company shall be entitled to take possession of the Equipment at any time after the expiry of fourteen (14) days after the date of posting or delivery of a written demand to the Client. The Company may, at its discretion, waive any breach of any of the Client's obligations under this Agreement. Any waiver granted by the Company will not be effective unless it is in writing and signed by the Company.

9. **Early Termination.** The Client may request early termination of this Agreement only: (a) in a case of severe financial hardship. The Client must provide the Company with full written details of the circumstances of the hardship, or the reasons for the request. The Company has the right to reject any request for early termination, which it considers not being *bona fide*, or which seeks to avoid the Client's obligations under this Agreement.

If the Company is satisfied with the reasons given, it will, in writing, inform the Client of the revised termination date ("**Revised Termination Date**"), and advise a payout amount ("**the Payout Amount**"), which shall include Rent up to and including the Revised Termination Date, break costs and all other amounts due and payable under this Agreement, as determined by the Company, in its absolute discretion.

Upon receiving such notice, the Client shall, on or before the Revised Termination Date, return the Equipment to the Company in good order and repair (fair wear and tear excepted), and pay to the Company the Payout Amount. If pre-payments have been made, the Company may refund to the Client any amount in excess of the Payout Amount.

10. Indemnity. The Client agrees to indemnify the Company against: (a) all losses and liabilities incurred by the Company and (b) all legal costs and other expenses incurred by the Company; in connection with any demand, action, arbitration or other proceeding arising directly or indirectly, or as a result of, or in connection with, a breach or non-performance of any of the Client's obligations under this Agreement. The Client's liability under this Agreement is both joint and several (i.e. if more than one, the Clients is liable under this Agreement collectively as well as individually).

11. Extension/Purchase at end of term. At the end of the term of the initial rental period you may request an extension of this agreement for a further period. Alternatively you may wish to purchase the equipment for your own use.

Such requests for Rent-Tech to extend or sell the equipment is at Rent-Tech's discretion and subject to a formal offer /request being made no less than thirty (30) days prior to the termination date as detailed on the current agreement.

12. Equipment return conditions:

In accordance with this agreement, the following conditions are minimum requirements for return:

- All items rented must be returned in good working condition with allowance for ordinary wear and tear.
- All decals other than manufacturer's own and Rent-Tech's must be removed. Any damage to the case will be subject to compensation.
- All external components must be cleaned of dirt, ink and other markings
- All data must be removed from the hard drives with the exception of any and all rented operating and application software.
- All user manuals, software licenses and disks, power leads, cables, keyboards, mice and mouse pads that were delivered with original equipment must be returned.
- Batteries are to be in working order and re-chargeable, without leaks.
- Damaged port covers are to be repaired, with the "at cost" repairs charged to the renter. Any damage will be assessed and compensation claimed.