

TERMS AND CONDITIONS

1. Location of Cabin

All Cabin(s) stated in this rental agreement remain in possession and control of the Renter and shall be located and used only at the location provided as the delivery address on page one of this agreement.

2. Ownership of the Cabin

Nothing in this agreement conveys to the renter any rights, title, or interest in or to the cabin(s). The renter shall not assign, sell, pledge, mortgage, or deal with in any way whatsoever with the cabin(s).

3. Use of Cabin

The cabin may only be used for reasonably suitable purposes and specifically for the purpose the Renter has described in their Rental application form, hereinafter called the allowed use.

The Renter shall not, nor permit any person, to;

- (a) Move or attempt to move the cabin(s);
- (b) Modify or attempt to modify the cabin(s);
- (c) Smoke in the cabin(s);
- (d) Use the cabin(s) for any unlawful purpose;
- (e) Use nails and/or any other thing which may cause permanent holes and/or marks in any part of the cabin;
- (f) Store in the cabin or use anything that presents a fire risk e.g. no gas heaters, candles, cooking appliances and/or flammable liquids and substances.
- (g) Paint or mark or otherwise change the appearance of the cabin.
- (h) Keep any animal (including domestic pets) in the Cabin.

4. Rental Term and Payments

4.1 The minimum rental term is shown on page one of this agreement. If the Owner agrees to an extension of this rental term the rental will revert to a month-to-month rental after the completion of the minimum term.

4.2 The initial payment shown in schedule 2 is for the first weeks rent, the bond, and the delivery/pickup fee. Payment of the initial payment must be made prior to the delivery of the cabin.

4.3 Rental payments must be made weekly in advance on the anniversary of the rental commencement date shown in schedule 2.

4.3 All rent must be paid by direct debit unless the Owner has agreed in writing to accept payment to a nominated bank account.

4.4 The owner reserves the right to charge interest at a rate of 10 percent per month or part thereof on any monies unpaid (7) days after the due date.

5. Delivery and Condition

5.1 The cabin will be delivered in a good clean and useable condition. The condition and any damage will be recorded and signed by both parties on the delivery condition report. Delivery/pickup charge allows for 1 hour onsite any further time needed is charge at \$35 per hour.

5.2 The cabin must be returned in the same condition as recorded on the delivery condition report (subject to fair wear and tear arising from the allowed use of the cabin).

5.3 The Renter agrees to pay for the cost of all damage, such as but not limited to: cracked or broken glass, damage to any doors, windows or walls, broken or damaged light fittings or power points and damage to the carpet.

5.4 If the cabin is returned dirty the Renter will be liable for any cleaning costs.

5.5 The Renter must immediately notify the Owner of any accident/ damage or defect to the cabin.

5.6 Where the cost of damage and or cleaning exceeds the amount of bond held by the Owner then the Renter shall be liable for the difference and pay this to the Owner.

6. Key

6.1 The Owner will provide the Renter one key to the cabin on delivery. If the key is lost the Renter is liable for the cost of replacing the key and any relevant delivery or courier charges.

7. Structural Damage

In the event of any structural damage to the cabin or in the event of any accident of such a nature as it is likely to cause structural damage to the cabin, the renter will forthwith notify the owner to enable inspection of the same by the owner, or it's representative agent and pending completion of such inspection the renter will not use the cabin until expressly authorised by the owner.

8. Insurance

8.1 The Owner will insure the cabin for full replacement.

8.2 The Renter shall not, nor permit any person, to do anything which may void insurance of the cabin.

8.2 The Renter is responsible for insuring their own contents in the cabin.

8.3 The Renter will indemnify the owner against the cost of all damage, loss or liability in respect of the cabin if such damage or loss is not covered by insurance.

8.4 Where any damage, loss or liability arises in respect of the cabin while in the Renters possession and the Owner claims on his insurance to cover such loss, the Renter shall pay any applicable insurance excess up to \$1,000.

9. Rights of Entry / Inspection

On receiving 24 hour's notice, the Renter gives the Owner leave and licence by its officers and agents to enter into the delivery address and enter the cabin for the purposes of:

- (a) Carrying out an inspection; or
- (b) For necessary maintenance or repairs.

10. Privacy Act 1993

The Owner will collect and use personal information about you for the purposes of renting a cabin to you. The Owner will take reasonable steps to protect your personal information and will not disclose it to any third party other than to a credit reporting service for the purposes of carrying out a credit check. The Renter has the right to access and correct his or her personal information.

11. Credit Enquiries

The owner will ask the renter for personal information about themselves so as to use a credit reporting service to credit check them. Furthermore the credit checking service will provide information about the renter for that purpose. The owner will give the renters personal information to the credit checking service who will hold that information on their systems and use it to provide their reporting service. Other customers of the credit checking service may receive this information when making enquiries about the renter. If the renter defaults on their payment obligations to the owner, information about that default may be given to the relevant credit reporting service who may provide this information to their other customers.

12. Termination

If during the term of this agreement:

- (a) The renter shall fail to pay the weekly rental instalments and any other monies pursuant to this agreement on the due date; or
- (b) The renter shall fail to remedy any other breach of the terms and conditions and provisions herein contained within five days of receiving written notice from the owner specifying the breach complained of; or
- (c) The renter becomes insolvent or are adjudged bankrupt; or
- (d) A receiver, liquidator, official assignee or statutory manager of the renters assets is appointed; or
- (e) The renter proposes an arrangement or compromise with creditors; or
- (f) Execution, distress or a lien against the renter or the cabin(s) shall be levied or claimed or attempted to be levied or claimed;
- (g) If the renter changes their mind at any stage after filling in the booking form they forfeit their holding deposit

Then in any such case and without prejudice to any other remedies, the owner may:

- (a) Cancel the agreement and take possession of the cabin(s) without prejudice to it's other rights hereunder; and
- (b) For the purpose of facilitating possession in such circumstances the Renter irrevocably gives the Owner leave and licence by its officers and agents without the necessity of giving any notice to enter into the delivery address, and to retake possession of the cabin(s); and
- (c) The Renter agrees to pay all costs and expenses including legal fees which may be incurred by the Owner in enforcing this agreement, together with interest at a rate of 5 percent per annum above the rate from time to time payable by the Owner to its bankers for overdraft accommodation and

all such costs and expenses until the same are paid by the Renter.

13. Time to be of the essence

Time shall be of the essence of the Renters obligations hereunder and that no extension of time or any other indulgence which may subsequently be arranged or allowed by the Owner shall be taken to prejudice the strict rights of the Owner under this agreement.

14. Arbitration

If any dispute or difference shall arise between the parties hereto, touch any clause matter or thing herein contained or implied, or the operation or construction hereof or the rights duties or liabilities of either party hereunder, such dispute or difference shall be referred to one Arbitrator to be agreed upon by the parties but failing agreement then two Arbitrators one to be appointed by the Renter and one by the Owner, and in case of their disagreement, then to be referred to an Umpire to be chosen by the Arbitrators before entering upon consideration of the matters referred to them and whose decisions shall be final and every such arbitration shall be deemed to be an arbitration within the meaning of the Arbitration Act 1908 or any Act in substitution thereof and shall take effect accordingly.

15. Personal Property Securities Act 1991

Where the minimum term of the rental is 12 months or longer or if the rental period extends so it is 12 months or longer, then the Renter grants a security interest in favour of the Owner. The Renter agrees to provide all information necessary for the Owner to register a financing statement to perfect its security interest on the Personal Property Securities Register prior to the delivery of the cabin. The Renter waives their right to receive a copy of any verification statement or financing change statement under the PPSA. The Owner will discharge the financing statement within 15 working days after the Renter has performed all obligations under the security agreement.

16. Renters Statutory Compliance

The Renter is responsible to ensure compliance with the provisions of all relevant statutes, rules, covenants, regulations and bylaws in force in relation to the cabin placement and use or occupation.

17. Liability

Except as expressly provided for under the Terms, the liability of the Owner whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the Cabins or from any other breach of the Owners obligations under the Terms shall not in any event exceed an amount equivalent to the price invoiced by the Owner for the Cabin rental. The Owner shall not be liable for any consequential injury or specific damage or loss of any kind whatsoever.

18. General

17.1 The Renter must not remove or permit anyone to remove the owner's name/data plates attached to the cabin.

17.2 Notices to the Renter under this Agreement may be sent to the address and/or email as shown on page one of this Agreement.

17.3 The parties acknowledge that the headings are for convenience and do not form part of this agreement.

17.4 The Renter shall indemnify the Owner against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses) for any breach of this agreement.

17.5 This agreement contains the entire agreement between the Renter and the Owner in relation to the cabin. Any amendment to this agreement is to be in writing and signed by both parties.