**RENTAL SCHEDULE**

Technology Leasing NZ Ltd Ref:

**SEND COMPLETED AGREEMENT TO Technology Leasing NZ Ltd: 0800 333 060 or email:** **estern@tptfinance.co.nz**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | **PARTIES** | Technology Leasing NZ Ltd (TLNZL) | **RENTER LEGAL NAME** | (“RENTER”) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | **VENDOR** | (Only to be completed for Vendor deals) | **PRODUCT TYPE** |  | Rental |  | Vendor Rental |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Vendor Name: |  | Sales Rep: |  |
| Email Address: |  | Phone: |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 | **RENTER** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Legal Name of Renter: |  | Phone: |  |  |
|  | Trading Name (if any): |  | Fax: |  |  |
|  | Postal Address: |  | Postcode: |  |  |
|  | Installation Address: |  | Company No: |  |  |
|  | Contact Person: |  | Email: |  |  |
|  | Type of Business: |  | GST No: |  | Mobile: |  |  |
|  | Trade References Name: |  | Phone: |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | **EQUIPMENT** | (If necessary, complete the details of all Equipment on the Equipment Schedule form) | Maintained by **TLNZL** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Qty | Model | Description | Serial Nos. (If applicable) | Yes / No / Other |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 | **INSURANCE** | Insurance / Broker: |  |  | Policy Number: |  |
|  | Contact Person: |  |  | Phone No: |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 | **RENTALS AND OTHER TERMS** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | The terms between the Owner and the Renter (including Privacy Act authorizations), apply to this Rental Schedule (together they form “the Agreement”), once the Owner has signed this Rental Schedule. |  |
|  | **RENTALS** (Rental instalments (Rentals, GST and fees) are payable to the Owner by consecutive payments per the rental frequency below with the first payment being due on the first Payment Date). |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Rental instalments of |  |  | Fees payable at commencement: |  |  |  |
|  | $ | (excluding GST) |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | Term (months): |  |  |  | Rental Frequency (please teck one): | **X** | Monthly |  | Quarterly |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 | **RENTER SIGNATURE** | (for and on behalf of the Renter by its duly authorised signatories) |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Signed by the Renter |  | **Authorised Signatory 1** |  | **Authorised Signatory 2** |  | In the presence of **Witness** |  |
| Signed: |  | **X** |  |  | **X** |  |  | **X** |  |  |
|  |  |  |  |  |
| Name: |  |  |  |  |  |  |  |
| Position / Occupation: |  |  |  |  |  |  |  |
| Date: |  | DD | MM | YY |  | DD | MM | YY |  | DD | MM | YY |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Declaration:** I/We are duly authorised signatories under the MRA, to commit the Renter to enter into Rental Schedules from time to time without restriction. The Renter acknowledges and agrees that by forwarding of this Rental Schedule for acceptance by the Owner the Renter authorises the Owner to pay the vendor of the Equipment and acquire the Equipment. The Owner rents to the Renter described in this Rental Schedule, and the Renter rents from the Owner at the Rentals set out in this Rental Schedule, the Euipment described in this Rental Schedule upon the terms set out in the Agreement. None of the Renter, the Owner or any Guarantor will be bound by the Agreement until the Owner has advised the Renter that this Rental Schedule has been signed by all of the relevant parties. |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | **IMPORTANT DECLARATION AND ACKNOWLEDGEMENTS BY THE RENTER – the Renter confirms that they have read and understood the following declaration and acknowledgements.** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | **The Renter:** |  |
|  | **1)** acknowledges that the Owner is the owner of the Equipment and not the vendor and that the Renter’s agreement is with the Owner (where a vendor is involved, the vendor is Owner’ agent for limited purposes only and has no authority to make any representations or statements on behalf of the Owner or to agree to any modifications to any of the Owner’s documents); |  |
|  | **2)** acknowledges that the Owner will not give any warranties conditions or guarantees in relation to the Equipment and the obligations of the Renter to pay rental and other monies under the Agreement will apply irrespective of the condition, quality, fitness for purpose or operability of or any defect or failure in the Equipment. |  |
|  | **3)** Declares that it will enter into each propsed rental transaction with the Owner under the Agreement for **business purposees.** |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **OFFICE USE ONLY** | © Copyright exists in this document and it must not be reproduced without consent of TLNZL Ltd |
| ACCEPTED BY TLNZL: | NAME: | POSITION: |  |
| DATE OF AGREEMENT | DD | MM | YY | COMMENCEMENT DATE | DD | MM | YY | FIRST PAYMENT | DD | MM | YY |

**TECHNOLOGY LEASING (NZ) LIMITED (TLNZL)**

**LEASE AGREEMENT TERMS AND CONDITIONS**

**1. General**

**1.1** This Agreement comes into force when signed by or on behalf of the Renter and by a person authorised by TLNZL.

This Agreement cannot be cancelled or terminated except as expressly provided for in clause 9.1 or in accordance with the terms of the Credit Contracts & Consumers Act 2003.

**1.2** The Renter authorizes TLNZL either before or after signature of this Agreement by TLNZL to insert the Instalment date and the serial number and other identification data of the equipment.

**1.3** The term of this lease commences on the Instalment date and ends upon the expiration of the rental term stated in the Agreement unless otherwise agreed prior to the expiry of the lease.

**1.4** TLNZL may withhold possession of the equipment from the Renter until such time as TLNZL perfects its security interest in accordance with the Personal Properties Securities Act 1999.

**1.5** The Renter shall comply with the provisions of all Acts of Parliament, By-laws and Regulations affecting the equipment or the use or possession thereof and shall keep equipment registered or licensed if required.

**1.6** TLNZL may at law or in equity assign its rights, title and interest in the equipment and in or under this Agreement and any of them at any time.

**1.7** The Renter hereby irrevocably appoints TLNZL and any Manager, or Secretary for the time being of TLNZL severally the Attorney of the Renter for the purpose at any time of applying for a new Certificate of Registration for the equipment and executing any transfer or other instrument in connection therewith and for doing any other act, matter or thing whatsoever which ought to be done by the Renter under this Agreement, or which the Attorney thinks necessary to protect TLNZL’s interests under this Agreement and the Renter ratifies anything done by an Attorney under this clause.

**1.8** Any notice required to be served hereunder by either party shall if the Renter is a company be deemed to have been properly served if served in accordance with the Companies Act 1993 and if not, a company shall be deemed to have been properly served if left at or posted in a prepaid letter addressed to the party and any such service by post shall be deemed effected on the second day after the day on which the notice was posted.

**1.9** It is hereby agreed for the purpose of determining the Court at which any action in relation hereto shall be heard pursuant to the District Court Rules 1992 or the High Court Rules as the case may be (or any provisions substituted here fore) that any cause of action which may arise out of this Agreement shall be deemed to have arisen at the registered office of TLNZL with the intent that all legal proceedings upon or concerning this Agreement shall be commenced and heard at the District Court or High Court (as the case may be) at Auckland.

**1.10** In this Agreement

- The word “TLNZL” (The Owner) shall include Advanced Security Group Limited, its nominees or assigns.

- Installation date means the date the equipment is installed by TLNZL in the Renter’s premises.

- the word “Renter” shall include the Renter and its permitted assigns and, in the case of a Corporation, its successors and permitted assigns.

- When two or more persons are Renters all covenants, agreements and conditions shall bind them jointly and each of them severally.

- The word “equipment” shall denote the equipment described on the front page of this agreement.

**1.11** The headings set out merely give an indication of the content of the terms to which they are related. They are included only for the purpose of assisting reading the agreement and do not affect the meaning of the terms themselves.

**2. Renter’s acknowledgments of equipment’s quality and fitness for purpose**

The Renter warrants that it has satisfied itself as to the condition quality suitability and fitness of the equipment for any particular purpose and acknowledges that no representation warranty or undertaking relating to the equipment has been or is made or given by or on behalf, or to be implied against TLNZL. The Renter acknowledges that no implied warranties are given by TLNZL in relation to the equipment and to the fullest extent permitted by law all statutory warranties are expressly excluded.

**3. Maintenance and Inspection obligations**

**3.1** The Renter shall at its own expense, maintain the equipment in good repair, condition and working order without any exception for damage however caused.

**3.2** The Renter shall from time to time upon request, allow inspection of the equipment to TLNZL or as it shall direct for the purposes of inspection, maintenance, testing or for the fixation of identifying plates or marks thereto, and TLNZL (and its employees and agents), may without prior notice, enter upon any land where TLNZL believes the equipment to be kept for such purposes.

**3.3** All accessories, equipment, replacement parts or other articles incorporated or installed in or affixed to the equipment shall become part of the equipment and title shall ipso facto pass to TLNZL.

**3.4** The Renter will not make any alterations to or modify the equipment without the previous written consent of TLNZL, subject to clause 3.1.

**3.5** The Renter shall at all times, operate the equipment as intended by the manufacturer’s instructions and within the rated capacity of the equipment.

**3.6** The Renter assumes all risks and liability for the equipment and for their use, operation, maintenance, repair and storage and for injuries to or deaths of persons and damage to property howsoever arising from or incidental to such use, operation, maintenance, repair or storage. The Renter will indemnify TLNZL against all losses, damages, claims, penalties, liabilities and expenses including legal costs howsoever arising or incurred because of or incidental to the equipment or their use, operation, maintenance, repair or storage.

**4. Insurance**

**4.1** The owner will insure the equipment, and to keep the equipment insured for the full insurable value thereof during the term of the contract or the renter’s possession of the equipment, should the term have expired.

**4.2** The Renter is not to do, or permit or suffer to be done anything which might, or could prejudice any insurance as aforesaid or permit any insurer to decline any claim.

**5. Renter not to assign Agreement or sell, charge etc. equipment**

The Renter will not, or will not attempt to assign its interest in this Agreement, sell, pledge, mortgage, charge, encumber, lease, sublease, hire, license or part with possession or permit any lien to exist in respect of the equipment, or grant a security interest over the equipment to any third party.

**6. Personal Property Securities Act 1999 (“PPSA”) and Protection of TLNZL’s Rights**

**6.1** The Renter acknowledges that on signing this Agreement the Renter grants TLNZL a security interest in favour of TLNZL in respect of the equipment and all of the Renter’s present and after-acquired personal property and secures payment by the Renter to TLNZL of all amounts from time to time owing by the Renter to TLNZL under this Agreement or any other agreement.

**6.2** The Renter shall do all things necessary to enable the perfection, re-perfection, and/or maintenance of perfection of the security interest granted by the Renter to TPTFNZ under this Agreement, including granting TLNZL the right to, without prior notice, enter premises under the Renter’s control and re-take possession of the equipment.

**6.3** The Renter shall indemnify TLNZL for all costs and expenses incurred in arranging finance and giving effect to this lease, including in connection with the perfection and maintenance of perfection of the security interest created under this Agreement.

**6.4** The Renter shall notify TLNZL of any change in name not less than 7 days before the change takes effect.

**6.5** The Renter acknowledges that, to the extent permitted by law, the Renter shall have no rights under the following provisions of the PPSA to:

(a) receive a notice of sale of collateral under section 114(1)(a);

(b) receive a statement of account under section 116;

(c) receive notice of any proposal of TLNZL to retain collateral under section 120(2);

(d) object to any proposal of TLNZL to retain collateral under section 121;

(e) not to have equipment damaged in the event that TLNZL were to remove an accession under section 125;

(f) be reimbursed for damage caused when TLNZL removes an accession under section 126;

(g) refuse permission to remove an accession under section 127;

(h) receive notice of the removal of an accession under section 129;

(i) apply to the Court for an order concerning the removal of an accession under section 131;

(j) reinstate the contract under section 133.

**6.6** In the event that:

(a) The Renter fails to perform any obligation contained or implied in this Agreement; and/or

(b) It is necessary for TLNZL to take any steps or incur any expense to protect its interests under this Agreement, including the registration and maintenance of TLNZL’s security interests or repossession of the equipment; then TLNZL may perform such obligation, pay such money, or incur such expense, and the Renter shall indemnify and reimburse TLNZL for all monies paid or expenses incurred (including all legal and associated costs) by TLNZL (inclusive of any Goods and Services Tax).

**7. Payments due and Default Interest**

**7.1** The Renter shall be responsible for and shall pay to TLNZL without demand, the lease instalments set out in this Agreement at the place designated in this Agreement or to such person or at such other place as TLNZL may from time to time designate by notice in writing served on the Renter.

**7.2** If-

(a) The Renter shall fail to make any payments due under this Agreement on the due date; or

(b) Any monies shall be payable by the Renter to TLNZL in terms of Clause 6,

the Renter shall, upon demand by TLNZL pay to TLNZL interest on the amount thereof from the due date, or the date on which demand was made under Clause 6, as the case may be, until the date of payment of that amount at the rate of 15.00 per centum per annum calculated on a daily basis.

**8. Default and Repossession of the Equipment**

**8.1** In addition to any other provision of this agreement the Renter shall be in default if any of the following events occur and the expression “Event of Default” means any or each of the following:

(a) Failure to pay TLNZL any rent or other amount payable under this Agreement;

(b) If the Renter does or permits any act or thing likely to prejudice or put in jeopardy TLNZL’s rights or interest in the equipment;

(c) The discovery by TLNZL that the Renter has made any materially false statement in relation to the making of this Agreement;

(d) If an order is made or an effective resolution is passed for the winding up of the Renter or any related corporation;

(e) If a receiver or an official manager is appointed in respect of the Renter or any related corporation;

(f) If the Renter or any related corporation suspends payment generally or ceases or without the prior written consent of TLNZL threatens to cease or carry on its business or a substantial part thereof;

(g) If any execution or other process of any court of authority or any distress issues against or is levied upon any part of the assets or property of the Renter or related corporation;

(h) If in the reasonable opinion of TLNZL a material adverse change has occurred in the business or financial position of the Renter or any related corporation likely to affect the Renter’s ability to meet its obligations under this Agreement;

(i) If the Renter or any related corporation enters into a scheme of arrangement with its creditors or any class thereof;

(j) If any insurance policy in respect of the equipment is cancelled by the insurer of the Renter;

(k) If any lien is lawfully claimed over the equipment;

(l) If in the opinion of TLNZL the Renter is unable to pay or does not pay its debts as they become due and payable.

(m) If TLNZL on reasonable grounds believes that the equipment has been or will be destroyed, damaged, endangered, disassembled, removed, concealed, sold, or otherwise disposed of contrary to the provisions of this security agreement.

**8.2** If any Event of Default shall occur (notwithstanding that TLNZL may have waived some previous default by the Renter):

(a) TLNZL, its agents, employees or servants may, without any prior notice (and whether or not TLNZL may subsequently accept any monies paid by the Renter) enter onto any land where TLNZL believes the equipment to be and retake possession of the equipment and sell or otherwise dispose of it. The Renter shall indemnify TLNZL (and its employees and agents) against any liability and costs incurred in connection with, such entry, taking of possession and removal; and/or

(b) TLNZL may by notice in writing to the Renter, terminate this Agreement as at the date of the notice or any later date specified in the notice and if TLNZL exercises either or both of its rights under this clause 8.2 the balance of the money payable by the Renter under this Agreement shall immediately become due and payable to TLNZL subject to such rebate of interest charges as TLNZL may allow under section 9.1 of this Agreement and the Renter shall indemnify TLNZL against any claims arising from the exercise of this right of entry, provided that this right of entry shall not be exercised in an unreasonable manner or at an unreasonable time; and/or

(c) TLNZL may appoint a Receiver pursuant to the Receiverships Act 1993 who shall have the power to take possession of the equipment and all present and after acquired property of the Renter and sell it or otherwise dispose of it in accordance with the Receiverships Act 1993.

**8.3** In respect of any taxable supply from the Renter to TLNZL that may arise, for the purpose of the Goods and Services Tax Act 1985, as a consequence of the exercise by TLNZL of any of its powers under this Agreement (including in particular such a supply on repossession of the equipment by TLNZL) the Renter agrees that no tax invoice shall issue in respect of that supply.

**9. Termination**

**9.1** In the event of the termination hereof for any reason whatsoever except by affluxion of time the Renter shall forthwith pay to TLNZL by way of liquidated and ascertained damages an amount of money equal to the sum of:

(a) All rentals due but unpaid up to the date of termination of the lease;

(b) An amount equivalent to the rentals which would have accrued due between the date of termination and the date when TLNZL actually regains possession of the equipment as if the lease had not been prematurely terminated;

(c) The balance of all future rental instalments due discounted for early payment by such amount as TLNZL in its sole discretion determines;

(d) All costs and expenses incurred by TLNZL including any costs in relation to termination of this agreement and repossession of the equipment where required and all legal, debt collection and commission costs incurred in recovering any sums due under this agreement less the net proceeds of sale or disposal of the equipment if they be sold or disposed of within two calendar months from the date on which they came into possession of TLNZL or if they be not sold or disposed of within that time, then the value of the equipment at the date of repossession by TLNZL as certified by a dealer in similar equipment to the equipment or an independent valuer to be selected in either case by TLNZL. Such valuation may be made at any time.

**9.2** Upon the termination hereof the Renter will forthwith deliver the equipment together with an executed instrument required to evidence the title of TLNZL to TLNZL at its place of business or at such other place as shall be previously agreed upon.

**10. Goods and Services Tax (G.S.T.)**

**10.1** Goods and Services Tax payable by TLNZL in relation to any goods or services provided by TLNZL in terms of this Agreement shall be passed onto and be payable by the Renter.

**10.2** In the event that the rate of G.S.T. is amended, whether by way of increase or decrease the amended rate is to be used in calculating G.S.T. inclusive price from the date the amended rate is applicable.

**10.3** Any change in G.S.T. status shall be immediately notified to TLNZL.

**11. Expiry of the Lease Term**

Upon the expiry of the lease term unless the Agreement is renewed, the Renter shall forthwith deliver the equipment to TLNZL at TLNZL’s place of business or at such other place that shall be nominated by TLNZL in writing

**12. Limitation of Liability**

**12.1** In no event will TLNZL be liable to the Renter for any direct, indirect, incidental, special or consequential loss whatsoever arising in connection with this Agreement or the lease of the equipment.

**12.2** In the event that the exclusion of liability in clause 12.1 is unenforceable, the Owner limits its liability to direct loss only and to a maximum of $1,000.00.

**13 Update of Equipment**

The provisions of clause 9.1 and 9.2 shall apply to any termination of this agreement notwithstanding that the Renter wishes to replace the equipment with updated equipment supplied by the original supplier.

**14. Variation of the Agreement**

This Agreement is incapable of being varied or modified by word of mouth. It may be varied or modified in writing executed by TLNZL and by the Renter. A variation or modification of any provision of this Agreement shall not prejudice or affect any other provision of this Agreement.

**About Us**

****

Technology Leasing (NZ) Ltd is a sister company to Advanced Security,

providing leasing solutions and finance solutions within New Zealand.

A wholly owned subsidiary of TPT Group.