Tim Stockman
APPLIANCE SERVICES

RENTAL AGREEMENT

This Rental Agreement is between:

Name & Address of Renter:…………………………………...............................………..
and
Tim Stockman APPLIANCE SERVICES Limited, 128 Antigua St, Addington, Christchurch Ph. 03 366 1118 *(Referred to as APPLIANCE SERVICES in this agreement)*

Email & Phone Number(s) of Renter……………………………..…………………….

Items to be rented…………………………………………………………………………….

Period of rental…………………………………………………………………………….

Rental Price per Month …………………………………………………..…………………

Security: Drivers Licence…………………………………………………………………….

Credit card to be charged…………………………………...............……expiry…..........… (   )

1. RENTAL PERIOD
(a) The rental period commences on the date of delivery and finishes at 3:00pm on the day before the anniversary of the Rental Agreement unless otherwise specified by APPLIANCE SERVICES.
(b) If rental equipment cannot be returned in rentable condition because of damage or theft, the rental period will finish on the date the equipment is replaced by the customer or an invoice for replacement is paid.

2. PAYMENT
The Customer shall pay the rental charge as well as any other related charges as noted on the Rental Agreement.
(a) For rental periods less than one month the payment shall be made before delivery unless a trading account has been established.
(b) For rental periods longer than one month the first payment shall be made as per clause 2(a). Subsequent payments shall be made upon receipt of an APPLIANCE SERVICES invoice.
(c) As rental prices are based on term of rental, credit for early return is not usually given. Early return may incur delivery & pick up charges.
(d) Trading accounts not settled by the 20th of the following month, may be charged interest at the rate of 2% per month.
(e) Should APPLIANCE SERVICES engage an agent to effect collection of rental equipment or outstanding debts the customer agrees to pay the cost of collection in addition to the outstanding debt.

3. CUSTODY
(a) The equipment shall remain the property of APPLIANCE SERVICES and the Customer shall not sell, exchange, pledge or part possession with the equipment.
(b) The Customer shall not service or repair the equipment nor deface or remove any identification from the equipment.
(c) The Customer shall notify APPLIANCE SERVICES immediately of any loss or damage to the equipment.
(d) The Customer is responsible for the safe custody of the equipment and accessories and shall be liable for any loss, theft or damage to the equipment however it has been caused. The customer shall provide proof of insurance if requested.
(e) The amount to repair or replace the damage or loss, plus lost rental revenue, is at the sole discretion of APPLIANCE SERVICES.

4. DELIVERY & RETURN OF EQUIPMENT
Delivery and return of the equipment shall be by APPLIANCE SERVICES staff.

5. WARRANT
APPLIANCE SERVICES warrants that the equipment functions in accordance with the manufacturers' specifications. APPLIANCE SERVICES is not responsible or liable for the failure of the equipment to perform the task for which it was rented by the Customer. APPLIANCE SERVICES shall, at its own expense, repair or replace faulty equipment at the earliest possible time. Work carried out for causes other than hardware failure will be charged to the customer.

6. ASSIGNMENT
The agreement and the rights pertaining therein shall not be assigned by the customer to any other party.

7. DEFAULT
The Customer shall be in default of the Agreement and APPLIANCE SERVICES shall be entitled to enter the Customer's premises and repossess the equipment where:
(a) The equipment has been damaged or is in danger of being damaged.
(b) The Customer has breached the terms of the Agreement.
(c) The Customer has committed an act of insolvency or bankruptcy.
(d) The rental or related charges owing on the equipment are overdue.

8. RIGHT OF INSPECTION
The Customer shall allow APPLIANCE SERVICES to inspect the equipment on the customers premises at a reasonable time.

9. LIABILITY
(a) APPLIANCE SERVICES shall not be liable for any consequential loss or losses due to any failure of the equipment or in the event of any breach of the Agreement by APPLIANCE SERVICES.
(b) The Customer agrees to fully indemnify APPLIANCE SERVICES for all or any losses it may incur in respect of claims made against APPLIANCE SERVICES arising out of matters relating to the use of the equipment by the Customer or any other person during the term of the Agreement.

DECLARATION: I have read, understood, and undertake to assure compliance with the terms and conditions listed above.

Name of authorised signatory……………………………...

Signature ……………………………………........…   Date …………………….......…

Organisation..

Position...