

Easy Cabin Hire Ltd - Terms & Conditions

1. GENERAL

- 1.1 Any cabin leased by the lessor Easy Cabin Hire to you is leased subject to these terms and conditions. By leasing and taking possession of the cabin from us, you are deemed to have accepted these terms.

2. DELIVERY AND CABIN SITE

- 2.1 You must ensure that we have suitable access to the site. Access for a trailer and vehicle to move the cabin into place. If it is not accessible by vehicle and a hiab is required this will be at your own cost. You will not move or attempt to move the cabin once it has been placed on the site.
- 2.2 Easy Cabin Hire will not be liable for any loss (including consequential loss) from any delay in delivery.
- 2.3 Easy Cabin Hire will remove the cabin within 10 working days of the end of lease. In order to remove the cabin you grant Easy Cabin Hire and its representatives a licence to enter onto the site and remove the cabin.

3. USE OF CABIN

- 3.1 You may only use the cabin for reasonably suitable purposes and comply with all the provisions relating to its use of the cabin.
- 3.2 You shall not, nor permit any person, to:
- (a) damage or move the cabin;
 - (b) modify and/or alter (structural or otherwise) the cabin in any manner;
 - (c) paint, mark or otherwise change the appearance of the cabin;
 - (d) keep or store anything that may damage the cabin;
 - (e) keep or store anything that presents a fire risk (e.g. no gas heaters, cooking appliances and/or flammable liquids and substances);
 - (f) smoke/vape in the cabin;
 - (g) keep any animal (including domestic pets) in the cabin;
 - (h) use nails and/or any other thing which may cause permanent holes and/or marks in the cabin; and/or
 - (i) use the cabin for any unlawful purpose.

4. RENT AND OTHER PAYMENTS

- 4.1 You will pay Easy Cabin Hire the hire charge in advance at the intervals shown out in the agreement. The hire charge, bond and the delivery fee must be paid prior to the cabin being delivered unless otherwise agreed in writing. In addition, you will pay any additional delivery or removal charges (e.g. hiab or crane hireage, etc.).
- 4.2 All hire charges shall be paid by automatic payment to the bank account nominated by Easy Cabin Hire.
- 4.3 Easy Cabin Hire reserves the right to charge interest at a rate of 10% per month or part thereof on any moneys unpaid seven (7) days after the due date.
- 4.4 You may not deduct or withhold any amount (whether by way of set-off, counterclaim, retention or otherwise) from any money owing to Easy Cabin Hire.
- 4.5 You shall be liable for all costs of repossession, debt collection, recovery or enforcement including all expenses and legal costs (on a client solicitor basis) incurred by Easy Cabin Hire.

5. INSURANCE

- 5.1 Risk in the cabin shall pass to you when the cabin is delivered to the site. You are responsible for ensuring that full replacement insurance is put in place in the joint names of the parties with a reputable insurance company.
- 5.2 You shall not, nor permit any person, to do anything which may void the insurance for the cabin.
- 5.3 You shall indemnify Easy Cabin Hire against all damages, losses or liabilities which may arise in respect of the cabin, its use by you or by any other party which are not covered by insurance.
- 5.4 Where any damage, loss or liability arises in respect of the cabin is caused (directly or indirectly) by you, and Easy Cabin Hire claims on its insurance you shall pay any applicable insurance excess up to \$2,500.00.

6. KEY AND LOCK

- 6.1 Easy Cabin Hire will supply you with one (1) key to the cabin on delivery. You will be liable for the cost of replacing any key not returned and/or any replacement key provided to you (including the cost of any courier or delivery charges). Easy Cabin Hire will provide any replacement key as soon as possible but it may take up to five (5) working days.
- 6.2 You shall not change the lock without first obtaining written consent from Easy Cabin Hire to do so.

7. MAINTENANCE AND DAMAGE

- 7.1 The cabin will be delivered to you in good condition. The condition and any damage will be recorded by the parties on the Inspection Condition Report on delivery.
- 7.2 You must return the cabin in the same condition as recorded in Cabin Inspection Report (subject to any fair wear and tear arising from reasonable use of the cabin). You must pay for the cost of repair of any broken/cracked glass, damage to the door, walls, window, light fittings, floor covering and power points in the cabin.
- 7.3 You must immediately notify Easy Cabin Hire of any accident or defect (e.g. any leak, crack in a window) in the cabin.
- 7.4 If the cabin is damaged or returned to Easy Cabin Hire in a dirty condition you will be liable for the cost of making good that damage and any cleaning costs. Where your bond does not cover the cost of such repairs and cleaning you will be required to pay the remainder to Easy Cabin Hire (subject to the default interest charges set out at clause 4.3).

8. RIGHT OF INSPECTION

- 8.1 Easy Cabin Hire and its representatives may inspect the cabin on giving you 24 hours written notice to do so. No such notice is required in the case of an emergency.

9. OWNERSHIP OF THE CABIN

- 9.1 Notwithstanding that you have possession and use of the cabin during the Term of the Agreement, the cabin shall at all times remain the property of Easy Cabin Hire. You hold the cabin as "Bailee" and as such must return the cabin to Easy Cabin Hire on request.

10. PROHIBITION TO SELL OR CHARGE THE CABIN OR ASSIGN AGREEMENT

- 10.1 You will not:
- (a) sell, transfer or sign or sublease, mortgage, pledge or otherwise deal with the cabin;
 - (b) assign your rights under this Agreement; and/or
 - (c) give any security interest over the cabin to anyone other than Easy Cabin Hire.
- 10.2 If you sell the goods, the proceeds of sale are deemed to be held on trust for Easy Cabin Hire and Easy Cabin Hire shall have the right to trace the proceeds of any such illegal sale.
- 10.3 Assign agreement – you can pass on the term length to someone else – must be approved through Easy Cabin Hire first and documents must be signed to be updated.

11. TERM

- 11.1 The lease is for the term shown on the agreement. If Easy Cabin Hire permits you to keep possession of the cabin after the expiry of the term, the lease of the cabin shall:
- (a) revert to a month-to-month lease;
 - (b) be terminable by you on giving Easy Cabin Hire one calendar months written notice to do so; and
 - (c) continue to be subject to these terms and conditions.
- 11.2 The guarantor(s) acknowledges their obligations continue during any such month-to-month lease.
- 11.3 You may apply to Easy Cabin Hire in writing at any time during the term and request that the lease be terminated. Easy Cabin Hire may, at its own discretion, agree to such early termination upon conditions determined by Easy Cabin Hire.

12. TERMINATION AND REPOSSESSION

- 12.1 A "Default Event" shall be one or more of the following:
- (a) any default by you under this agreement;
 - (b) missed payments of more than 2 weeks hire
 - (c) you become insolvent or are adjudged bankrupt;
 - (d) a receiver, liquidator, official assignee or statutory manager of your assets is appointed;
 - (e) you make or propose an arrangement or compromise with creditors; or
 - (f) any other event which in the sole discretion of Easy Cabin Hire gives rise to concern as to the timely payment of the customer's debts.
- 12.2 Where a Default Event occurs, and without prejudice to any other remedies, Easy Cabin Hire may:
- (a) demand immediate payment of the arrears, as well as payment in advance for the cabin; or
 - (b) terminate this agreement and take possession of the cabin but without releasing you from any liability in respect of any breach or non-observance of any of the provisions contained or implied in these terms.
- If Easy Cabin Hire terminates this agreement, you irrevocably grant Easy Cabin Hire and its' representatives the right to enter upon the site, without notice and without liability whatsoever, to repossess the cabin.
- 12.3 If this lease is terminated by reason of default (then without prejudice to its other rights at law or in equity) Easy Cabin Hire may demand immediate payment of all or any of the following:
- (a) all arrears of the rent and other money then due and payable by You under the lease;
 - (b) the costs of repossession of the cabin;
 - (c) Easy Cabin Hire loss on the lease to be notified by Easy Cabin Hire to you; and
 - (d) default interest, along with all costs and expenses incurred by Easy Cabin Hire in enforcing this agreement.

13. CONSUMER GUARANTEES ACT

- 13.1 Nothing in the terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by the Act, and the terms are to be modified to the extent necessary to give effect to that intention.

14. PHOTOGRAPHS

- 14.1 Easy Cabin Hire may with your consent photograph the cabin after delivery and use that image on its Facebook page and/or website. Easy Cabin Hire agrees not to identify you without your permission and will only generally describe the location by town or city.

15. PERSONAL PROPERTY SECURITIES ACT 1999("PPSA")

- 15.1 Where the term of the lease is for 1 year or longer, you grant a security interest (as defined by the PPSA) in favour of Easy Cabin Hire. You agree to provide all information necessary for Easy Cabin Hire to register a financing statement to perfect its security interest on the Personal Property Securities Register prior to the delivery of the cabin. You waive your right to receive a copy of any verification statement or financing change statement under the PPSA. Easy Cabin Hire will discharge

the financing statement within 15 working days after You have performed all obligations under the security agreement.

16. CREDIT ENQUIRIES

- 16.1 You authorise Easy Cabin Hire to make such enquiries from third parties as to your credit worthiness as required by Easy Cabin Hire from time to time.
- 16.2 You authorise Easy Cabin Hire to collect, retain and use any information it, and divulge it to third parties for debt collection purposes. Easy Cabin Hire agrees not to on-sell the information to third parties for marketing purposes.

17. INTELLECTUAL PROPERTY

- 17.1 The specifications and design of the cabin(s), Easy Cabin Hire documentation (including this agreement) and all marketing and promotional materials, along with Easy Cabin Hire trade marks and trade name are the sole property of Easy Cabin Hire Limited ("Intellectual Property") No right or licence is granted to you under this Agreement to use any of the Intellectual Property without first obtaining Easy Cabin Hire Limited's written consent.

18. PRIVACY ACT 1993

- 18.1 For the purposes of the Privacy Act 1993, Easy Cabin Hire will collect and use personal information about you for the purpose of the leasing the cabin to you. Easy Cabin Hire will take all reasonable precautions to protect your personal information and use it for proper purposes. However, you acknowledge that such personal information may be disclosed to debt collection agencies as set out at clause 16. You have the right to access and correct your personal information.

19. ATTORNEY

- 19.1 In the event of default by you, you irrevocably appoint Easy Cabin Hire as its attorney to do on behalf of you anything that you ought to do under this agreement.

20. LIABILITY

- 20.1 Except as expressly provided for under the terms, the liability of Easy Cabin Hire 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 Easy Cabin Hire obligations under the terms shall not in any event exceed an amount equivalent to the price invoiced by Easy Cabin Hire for the cabin. Easy Cabin Hire shall not be liable for any consequential injury or specific damage or loss of any kind whatsoever.

21. CUSTOMERS COMPLIANCE AND INDEMNITY

- 21.1 You shall comply with the provisions of all statutes and all rules or regulations in force in relation to the cabin and its use and occupation of the cabin.
- 21.2 You shall indemnify Easy Cabin Hire against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses) for any breach of this agreement.

22. MISCELLANEOUS

- 22.1 This agreement contains the entire agreement between you and Easy Cabin Hire in relation to the cabin and cannot be altered, amended, modified or otherwise changed except in writing signed by both parties.
- 22.2 Notices to you under this agreement may be sent your address and/or email as shown in this agreement.
- 22.3 No indulgence granted to you by Easy Cabin Hire shall in any way prejudice Easy Cabin Hire rights.

23. GUARANTORS

- 23.1 Each Guarantor:

(a) guarantees (jointly and severally if more than one) repayment to Easy Cabin Hire of all amounts payable by you pursuant to this agreement, and the performance of all your obligations under this agreement;

(b) acknowledges that Easy Cabin Hire has entered into this agreement with you at the request of the guarantor, that Easy Cabin Hire might not have done so without the guarantor's guarantee, and that Easy Cabin Hire doing so is a benefit to the guarantor;

(c) agrees that if for any reason any amounts payable by you under this agreement or any collateral securities are not recoverable by Easy Cabin Hire, whether as a matter of law or as a matter of fact, the guarantor will indemnify Easy Cabin Hire against any resulting loss, and will pay the amount of any such loss to Easy Cabin Hire as a principal debtor and on demand.

(d) agrees that their obligations as a guarantor are absolute and unconditional, and will not be released or in any way affected by:

(i) this agreement being unenforceable or otherwise defective; or

(ii) any variation or release of this agreement, or any other guarantor; or

(iii) any concessions by Easy Cabin Hire to you or to any other guarantor; or

(iv) the insolvency, bankruptcy or liquidation (as appropriate) of you or any other guarantor; or

(v) any other act, omission, or rule of law which would, were it not for this clause, release a guarantor or indemnifier, and irrevocably waives any rule of law to a different effect.

(e) Acknowledges that the guarantor is not a "Debtor" for the purposes of the PPSA and, to the extent permissible by law, waives any notices or rights of a Debtor under PPSA to the extent inconsistent with these terms.

(f) Acknowledges that the guarantor has either had independent legal advice prior to executing these terms or, if that has not occurred, that is solely the guarantor's own choice freely made, and as a result the guarantor irrevocably waives any rights which the lack of that independent advice might otherwise have given the guarantor.