

HIRE AGREEMENT

Description Specification & Quotation for Relocatable Building (Goods) Hire

-
- Domestic Use
-
-
- Commercial Use

Unit Description: [office use]	Cabin No: [office use]
Tenant First Name:	Tenant Middle Name:
Tenant Surname:	Date of Birth:
Site Address:	
Postal Address: (if different to above)	
Phone:	Mobile:
Email Address:	
Identification: (copy must be provided)	Is the tenant under 18yrs old? <input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency Contact Name:	
Phone:	Email:
Purpose of Hire:	Hire Fee Per Week: [office use]
Transport fee: [office use]	Connection Fee: [office use]
Bond: [office use]	TOTAL INITIAL COSTS: [office use]

- Includes insurance for unit only **NOT** contents
- 6 month / 12 month **MINIMUM** rental period applies unless stated otherwise
- Unit to be collected **CLEAN**
- Three weeks' notice to end lease **MUST** be given – NO exceptions

CLAUSE 1:

It is prohibited for this dwelling or unit to be in any way affixed to the ground or to any other structure, foundation or deck which may be seen to be a permanent fixture. There is to be no additions, structural or otherwise, to this unit without the written permission of the owner.

CUSTOMER AUTHORISATION:

The quotation forms part of this contract. I have read and agree to the Terms and Conditions of this contract. I also agree that I require the building(s) according to the description and specification above.

CUSTOMER ADDRESS:

Installation Agreement (if applicable). I authorise the Company to install the building described above in my property/property of my landlord and that I have legal authority for the installation. Landlord permission must be provided in writing.

CONTRACT TERM: 6 month 12 month Open

Delivery Date: [office use] _____

AP Start Date: [office use] _____

Dreamtime Cabins 12-3016-0665625-00
Please use your cabin number & surname as a reference

Terms & Conditions of Hire

1. General

- 1.1** Any references made to the 'Company' or 'Dreamtime Cabins' or 'Dreamtime Cabins Ltd' shall include Dreamtime Cabins Limited, its nominees or assigns.
- 1.2** Any references made to the 'Hirer' shall include the Hirer and its permitted assigns, and in the case of a company, its successors and permitted assigns.
- 1.3** When two or more persons are Hirers all covenants, agreements and conditions under this Agreement shall bind them jointly and each of them severally;
- 1.4** Any references to 'Cabin' or 'Unit' or 'Goods' shall refer to the portable building described on the front page of this Agreement.
- 1.5** Any references to 'Business Day' mean a day (other than a Saturday, Sunday or public holiday) when banks in Auckland are open for business.
- 1.6** References to 'Rental Payments' refer to the monthly rental payments specified on the front page of this Agreement which the Hirer agrees to pay to the Company for the hire of the Cabin.

2. Agreement

- 2.1** These hire terms and conditions are between the parties: Dreamtime Cabins Ltd (the Company) and the Tenant (the 'Hirer') named on and signing the Hire Agreement.
- 2.2** These terms and conditions, in relation to the hiring of buildings and the Company's fixture and chattels within or connected to the building (the 'goods'), are to be read together with the Hire Agreement and the descriptions annexed.
- 2.3** If any conflict or dispute arises, the Company and the Hirer agree that these terms and conditions shall prevail over any other terms that may be issued by the Hirer or the Company.
- 2.4** It is prohibited for the goods to be in any way affixed to the ground or to any other structure, foundation or deck which may be seen to be a permanent fixture. There are to be no physical alterations or additions structural or otherwise to the goods without the written permission of the Company.

3. Title and Personal Properties Securities Act 1999 (PPSA)

- 3.1** Title in the goods shall not pass to the Hirer. The Hirer shall not, except with the written permission of the Company, sell or offer for sale, assign, part with possession, or re-hire, mortgage, pledge or otherwise deal with the goods and will not remove the goods from the site address noted on the Hire Agreement.
- 3.2** The customer gives irrevocable authority to Dreamtime Cabins to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. Dreamtime Cabins shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.
- 3.3** As security for all obligations that the customer may owe to Dreamtime Cabins from time to time the customer hereby grants Dreamtime Cabins a security interest under the Personal Property Securities Act 1999 ("PPSA") in all Goods supplied by Dreamtime Cabins to the customer from time to time and in the proceeds of all such Goods.
- 3.4** The customer will provide Dreamtime Cabins on request with all information necessary for the registration of Dreamtime Cabin's security interest in

terms of the PPSA.

- 3.5** The customer hereby waives its right in terms of section 148 of the PPSA to receive a copy of a verification statement, together with the right to receive notice under s120 of the PPSA and to object under s121 of the PPSA.
- 3.6** The Hirer agrees that the goods or the proceeds of the goods coming into existence after the date of the Hire Agreement will come into existence subject to the security interest granted without the need for any further action by any party.
- 3.61** The Hirer agrees that the security interest has attached to the goods which has in no way been deferred or postponed from the date of the Hire Agreement.
- 3.62** The Hirer agrees to keep the goods free of any liens, encumbrances, charges, non-consensual charges or charges that arise outside the operation of Personal Property Securities Act 1999, and the Hirer will not relinquish possession or remove the goods from the site address provided on the Hire Agreement.
- 3.63** The Hirer agrees that a financing statement can be registered the Hirer's name on the Personal Property Securities Register before the goods are delivered to the Hirer's site address.
- 3.64** The Company agrees that it will discharge the financing statement once the Hire Agreement expires and the Company has repossessed the goods with no further debt owing by the Hirer to the Company.

4. Delivery of Goods

- 4.1** If delivery, installation, relocation and/or removal of the Goods is more complex than anticipated due to site and/or weather conditions, the Company may increase the price by not more than 15% of the initial transportation fee to account for the additional complexity.
- 4.2** Prior to commencement of delivery, the Hirer shall advise the Company where the unit is to be placed and the location of all utilities.
- 4.3** The Hirer irrevocably authorises the Company to enter and to bring its vehicles onto the Hirer's property (or any property within the Hirer's control) to deliver, relocate or to remove the Goods at the end, or termination, of the hire period (as the case maybe).
- 4.4** The Hirer has located, marked and advised the Company of all gas pipes, water pipes, sewage lines, drainage lines, telephone cabling, and other utilities that are on, near, or adjacent to the land upon which the unit is to be installed.
- 4.5** The Hirer ensures suitable vehicle access for delivery, relocation or removal of the Goods and that the installation site is clear, level, free of obstruction, and has uninterrupted access for machinery and labour.
- 4.6** The Hirer agrees to take responsibility for any damage that may incur to land access, drains, buildings, fences, driveways or any other property in the area of the intended site during delivery, relocation or removal of the Goods.
- 4.7** The Goods are to remain as chattels and the Hirer shall not allow the Goods to be affixed to land or property.
- 4.8** The Hirer has advised the Company of any possibility of or knowledge of any subsidence, slip, erosion, flooding,

- or any other thing which might constitute a hazard on the land where the supply is to proceed or on any adjacent land.
- 49** The Hirer accepts responsibility for any damage that may occur to any of the Company's vehicles (or Company authorised subcontractors) while on the Hirers property.
- 410** Upon delivery the Hirer must:
- 4101** Provide a power supply;
- 4102** Provide a water supply (min pressure 25psi/max pressure 75psi);
- 4103** Connect the water supply (non-toxic food grade hose (in compliance with AS2070-1999) only);
- 4104** Provide a wastewater disposal;
- 4105** Not remove any fittings or valves on the cabin.
- 411** Gas bottles and replacement smoke alarm batteries are the responsibility of the Hirer
- 5. The Company's warranties, responsibilities and rights**
- 51** The Company warrants that it will supply the goods as defined in the descriptions annexed provided together with the Hire Agreement.
- 52** The Company warrants it will, within a reasonable period of time, replace or, at its option, repair goods supplied that may be defective in workmanship provided that the Hirer notifies the Company in writing immediately once the defect is found.
- 53** The Company will not provide its warranty under clauses 5.1 and 5.2 if the Hirer was prejudiced by any defect or failure of the goods which:
- 531** is due to or results from damage or misuse or negligent care while in the possession of the Hirer or the Hirer's failure to follow the due care instruction;
- 532** is due to the Hirer's instruction regarding the rating or size of the goods required for the Hirer's use or the non-operation of the goods being due to the Hirer not complying with local Council or resource permission laws of New Zealand;
- 533** is due to the Hirer or a third party rectifying any defect while the goods are in the possession of the Hirer;
- 534** is due to reasons force majeure (outside of the control of the Company).
- 54** The Company will not accept liability for damages or loss (including economic loss, consequential loss, or any other form of loss) suffered by the Hirer by the Hirer's own actions (including but not limited to actions noted at clause 5.3) in operating the goods causing loss to the Hirer's property or the property of a third party or death of or injury to any person resulting directly or indirectly or indirectly from the use of the goods.
- 55** The Company will not accept liability in regard to Council regulations or bylaws that may or may not apply in relation to a bathroom and or bathroom/kitchen unit that would require to be connected to existing private wastewater at the Hirer's property.
- 56** The Company will keep the goods insured (excluding the Hirer's content).
- 57** The Company has the right to a hire rates review every six (6) months in accordance with clause 6 unless agreed otherwise in writing in the Hire Agreement.
- 58** The Company has the right to conduct an inspection of the goods at any time with 48 hours prior written notice given to the Hirer.
- 6. Hire Rates Review**
- 6.1** The Company will give two (2) week's written notice to indicate the new hire rate as at the relevant hire rates review date.
- 6.2** The Hirer can give a written notice to the Company prior to the hire rates review date disputing the new hire rates and the parties shall endeavor to agree upon the current market hire rates. But if agreement is not reached within 10 working days then:
- 6.21** the new hire rates may be determined either by arbitration or by a registered valuer acting as an expert. The cost of arbitration or registered valuer will be shared equally;
- 6.22** pending determination of the current market hire rates, the new hire rates should be paid by the Hirer;
- 6.23** determination of the current market hire rates (if lower than the new hire rates specified in the Company's notice), any overpayment shall be applied in payment of the hire rates for the following months and any amount then remaining (if any) shall immediately be refunded to the Hirer;
- 6.3** Should the Hirer fail to give such notice noted in 6.2 (time being of the essence) prior to the relevant hire rates review date, the Hirer shall be deemed to have accepted the new hire rates specified in the Company's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
- 6.4** Notwithstanding any other provision, the new hire payable as from the relevant hire rates review dates shall not be less than the hire rates payable before the review date.
- 7. The Hirer's obligations**
- 7.1** The Hirer must notify the Company immediately in writing if any details on the Hire Agreement should be updated.
- 7.2** Hirer shall pay the Company on time:
- 7.21** the rates and other fees specified on the Hire Agreement for the agreed duration; and
- 7.22** the use of goods in excess of the agreed duration (if applicable) at the same hire rates as per the Hire Agreement.
- 7.3** Payments to The Company must be made without rebate, deduction, withholding, set off or counterclaim of any kind, except where the Hirer genuinely disputes an invoice and advises The Company of the dispute within 7 days of receipt of the invoice, in which case the disputed amount may be deducted and the payment of the undisputed amount should be made to The Company. The dispute shall then be resolved pursuant to clause 15. Once the dispute has been resolved, any balancing payment must be made within 7 days.
- 7.4** In the event that the Company has agreed to the Hirer setting up a WINZ redirection, the Hirer ensures that this redirection will not be cancelled until such time as the cabin has been returned and/or all arrears paid in full.
- 7.5** The Hirer must hire the goods for a minimum of six (6) months (unless agreed otherwise) and then, after the minimum period ends **must give three (3) week's written notice to the Company if the Hirer intends to end the Hire Agreement.**
- 7.6** The Hire Agreement will automatically renew if the written notice in clause 7.5 is not given. The Hire Agreement in this instance will remain legally binding until such time the Goods are returned to the Company OR any outstanding debt is paid in full.

- 7.7** The Hirer agrees to use the goods for the purpose declared to the Company in the Hire Agreement unless written approval is given by the Company to change the purpose declared.
- 7.8** The Hirer agrees to comply with local Council rules, regulations, bylaws and laws of New Zealand and to indemnify the Company from any claim by local Council or other authority or New Zealand government against the Company resulting from the Hirer's actions of non-compliance with local Council rules, regulations, bylaws and laws of New Zealand in relation to building or resource permission codes or the laws of New Zealand.
- 7.9** The Hirer is solely responsible for obtaining any resource consents or any/all other regulatory or legislatively required approval/consents for the unit listed on the Hire Agreement to be used as intended by the Hirer, at the Hirer's own cost and responsibility.
- 7.10** The Hirer agrees not to hold the Company liable for any loss caused to the Hirer by the Hirer's own direct or indirect actions in operating the goods including the Hirer's actions in not complying with local Council rules, regulations, bylaws and the laws of New Zealand.
- 7.11** The Hirer shall not part with the possession of the Goods and shall not sublet, sell, or attempt to alienate the Goods in any way, or grant security interest in, or deal with the Goods in any way that may be prejudicial to The Company;
- 7.12** The Hirer shall be liable for any loss or damage to any Goods, including but not limited to, damage or loss caused by fire, storm, collision, accident, theft or burglary, or arising from misuse, abuse or overloading, mysterious disappearance or wrongful conversion, any breach the Contract, violation of any laws, normal servicing, location, use, loading, unloading or transportation on or over water, wharves, bridges or vessels of any kind, exposure to any corrosive substances (including caustic, cyanide, acids, salt water), theft where not reasonably locked and secured, transportation (except where transported by The Company), or negligence by the Hirer and shall pay to The Company the cost of making good the repair to the Goods or the cost of replacing the Goods, whichever is the lesser.
- 7.13** The Hirer shall be liable for the cost of replacing any lost or non-returned keys.
- 7.14** The Hirer agrees to pay for the cost of replacing the goods in the event that the goods suffer loss or damage where the Company's insurer has good cause not to pay the full or part amount of the cost of replacement. The Hirer will also pay the insurance excess to the Company.
- 7.16** On request by The Company advise of the location of any hired Goods.
- 7.17** The hire period for the Goods shall commence when the Company delivers the Goods to the Hirer and shall continue until the Hirer has returned the Goods into the possession of the Company.
- 7.18** The Hirer acknowledges that the following situations do not constitute proper return of goods and the Hirer will pay for further allowance of time until the goods are secured by the Company:
- 7.18.1** Selling of the land/property (the site address) and the goods are left at the site address.
- 7.18.2** Leaving the goods outside the Company's address.
- 8. Restrictions and Maintenance Agreement**
- 8.1** Not carry out repairs, maintenance, adjustments, alterations or additions to the Goods without the express consent of the Company.
- 8.2** Immediately notify the Company, if the Goods are damaged or are otherwise in need of maintenance or repair.
- 8.3** Not remove any signage attached to the unit without the prior written consent of the Company.
- 8.4** The Hirer agrees that:
- 8.41** the unit is always maintained and kept reasonably clean and tidy with a manner of care;
- 8.42** the unit is kept locked and secure when not in use;
- 8.43** no animals are to be kept in the unit;
- 8.44** there is to be no smoking in the unit;
- 8.45** no holes are made in the walls without the express authorisation of the Company;
- 8.46** nothing other than toilet paper will be flushed down the toilet, this includes and is not limited to hair, sanitary products, latex condoms, gloves, needles, dental floss, disposable baby & cleaning wipes, paper towels, tissues, plastic bags, cotton wool balls/buds. Foreign objects in the toilet may cause damage to or block the toilet and waste pump. Any damage incurred as result will be charged to the tenant;
- 8.5** It is the Hirer's responsibility to keep the unit in good working order and repair and the Hirer agrees to compensate the Company for any loss or cost caused by any damage whatsoever and/or the Hirer's own actions in operating the goods (subject to normal wear and tear) including cleaning the goods or repairing the goods or if the goods are returned in a dirty or damaged condition or if the Company cannot gain access to the goods at the expiry of the agreed period and the Company must retrieve the goods at an alternative time.
- 8.6** The Hirer ensures that the returned Goods are clean. The Hirer shall be liable for the costs of cleaning Goods returned in a dirty condition.
- 8.7** In the case of loss or irreparable damage to the Goods, however caused, the Hirer shall be responsible for and shall compensate the Company for the full cost of replacing the Goods.
- 9. Entire Agreement and Variations**
- 9.1** The Hire Agreement together with these terms and conditions contains the entire Agreement between the Hirer and the Company in relation to the unit described in the Hire Agreement and is forbidden to be altered, amended, modified or otherwise changed except in such circumstances in writing and signed by both parties.
- 10. Company's Right to Cancel**
- 10.1** The Company may terminate the Contract, by notice with immediate effect, if:
- 10.1.1** the Hirer breaches any part of these terms;
- 10.1.2** the Hirer has been discovered making false statements in relation to the making of the Hire Agreement;
- 10.1.3** the Company believes the Goods to be at risk for whatever reason including, but not limited to, the manner of use of the Goods or that the Hirer is unable to, or might be unable to, pay any hire charge;
- 10.1.4** any amount payable as per the Hire Agreement is not paid within 7 days of its due date;
- 10.1.5** any step is taken to appoint a receiver, manager, trustee in bankruptcy, liquidator, provisional liquidator, administrator or any like person of the whole or any part of the

- Hirer's business or assets;
1016 the Hirer is a Company and there is any transfer in the shares of the Hirer altering control of the Hirer, unless the Company consents to the transfer in writing.
- 102 The Hirer grants that the Company has an irrevocable right and authority to enter, at any time, onto any place where the unit are located to remove the unit in the event of the termination of the Contract pursuant to Clause 10.
- 103 The Hirer indemnifies the Company against any costs, claims, damage, expense or liability suffered or incurred by the Company arising directly or indirectly from the Company exercising its rights under this clause or otherwise acting to recover unit.
- 104 The Company will not be liable to the Hirer or any other person for any loss suffered or liability incurred arising from the termination of the Contract or the removal of the unit.
- 105 An early termination fee will be charged to the Hirer calculated by way of the remaining time on the Hire Agreement or the equivalent of three (3) month's rental, whichever is less should the Goods be removed by the Company or the Hirer wishes to terminate the contract with in the agreed contract period.
- 106 Cancellation of the Hire Agreement by the Company is without prejudice to any rights that the Company may have under the Hire Agreement in law or equity.
- 107 Termination of the Hire Agreement shall not for any reason affect any rights or liabilities whatsoever that the Hirer has accrued prior to termination and subsequent removal of the goods.
- 11. Hirer's Default**
- 11.1 The Hirer agrees that any unpaid hire rates or fees (the 'outstanding debt') may be referred to a debt recovery agency and be recorded on a credit information database against the Hirer.
- 11.2 The Hirer further agrees to pay monthly interest on the outstanding debt calculated at 2.5% of the total amount owing to cover the Company's costs in relation to the recovery of the outstanding debt including but not limited to debt recovery charges and legal fees which may be added to the balance of your account.
- 11.3 Failure to pay the Company on time shall be a breach going to the essence of the Hirer's obligations under the Hire Agreement. The Hirer shall further compensate the Company and the Company shall be entitled to recover any loss or damage suffered by reason of any actions or omissions of the Hirer. Such entitlement shall subsist notwithstanding any determination of the amount due and shall be in addition to any other right or remedy which the Company may have.
- 11.4 Failure to complete the term of this contract will result in the bond being nonrefundable, with the Company having the right to take necessary legal action to recover any loss of revenue to the Company in relation to the contract term being breached.
- 11.5 The Company has the right to access the Hirer's property/tenanted property and remove the cabin/building if the customer has defaulted on one or more payments. At this stage the bond which has been paid by the hirer becomes nonrefundable and is used to cover the cost of the removal of the cabin/building.
- 11.6 Upon the notification that the building is to be removed due to default in payment (this notification either by text/email or letter in the post), the Hirer is to remove all their personal belongings from the cabin/building and if this has not been done by the time of removal the Hirer's belongings remaining in the cabin becomes the property of the Company and this can be sold and money used to cover arrears and costs.
- 12. Notices**
- 12.1 All written notices should be sent to the Company's postal address or email.
- 12.2 The Company's written notices will be served on the Hirer through the postal and/or service address or email provided by the Hirer on the Hire Agreement.
- 13. Guarantor**
- 13.1 If the Hirer is a company, trust or other entity that requires the Hirer's obligations to be guaranteed by an actual person, the actual person signing the Hire Agreement agrees to be the guarantor (the 'Guarantor') for the Hirer. If there is more than one person signing the Agreement, their liability shall be joint and several.
- 13.2 In consideration of the Company entering into the Hire Agreement at the Guarantor's request, the Guarantor:
- 1321 guarantees payment of the hire rates and other fees noted on the Hire Agreement; and
- 1322 indemnifies the Company against any loss the Company might suffer should the Hire Agreement is lawfully disclaimed or abandoned by any liquidator, receiver or other person.
- 133 The Guarantor covenants with the Company that as between the Guarantor and the Company, the Guarantor may for all purposes be treated as the Hirer and the Company shall be under no obligation to take proceedings against the Hirer before taking proceedings against the Guarantor.
- 134 The Guarantor covenants with the Company that the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the hire rates or other rates noted on the Hire Agreement.
- 135 The Guarantor covenants with the Company that an approved assignment of the Hire Agreement and any hire rates review shall not release the Guarantor from liability.
- 14. Assignment**
14. The Company may at law or in equity assign its rights, title and interest in the unit and in or under this Agreement and any of them at anytime.
- 15. Headings**
- 15.1 The headings in this Agreement merely give an indication of the content of the clauses or terms to which they are related and are included only for the purpose of assisting the reading of the document. Headings do not affect the meaning of the terms or clauses of this Agreement themselves.
- 16. Waiver**
- 16.1 A delay in exercising, or failure to exercise, any right or remedy in connection with this Agreement shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Agreement in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing.

17. Severance

17.1 If a provision of this Hire Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the offending provision shall be severed and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

18. Use of Information

18.1 The Hirer authorises the company to collect, retain and use any information about the Hirer, or for the purpose of assessing the customers credit worthiness and enforcing any rights under this contract.

18.2 The Hirer authorises the company disclose any information obtained to any person for the purposes set out in clause 18.1.

18.3 Where the customer is a natural person the authorities under clauses 18.1 and 18.2 are authorities or consents for the purposes of the Privacy Act 1993

19. Miscellaneous

19.1 The Hirer shall not assign all or any of its rights or obligations under these terms without the prior written consent of The Company.

19.2 All intellectual property of any designs, drawings, specifications, sketches and samples provided by The Company shall remain the property of The Company and shall only be used by the Hirer for the use for which they were intended and supplied.

19.3 Failure by The Company to enforce any of these terms shall not be deemed to be a waiver of any of the rights or obligations The Company has under these terms.

19.4 The Company shall not be liable for delay or failure to perform its obligations due to any act of God or if the cause of the delay or failure is beyond The Company's control.

19.5 The law of New Zealand shall apply to these terms except to the extent expressly negated or varied by these terms.

19.6 The unit is hired at the Hirer's risk, and the Hirer accepts all risk of loss and damage to the unit (irrespective of whether or not such damage is caused by the Hirer), immediately on delivery.

20. Consumer Guarantees Act

20.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Hirer acquires goods from the Company for the purposes of a business in terms

of section 2 and 43 of that Act.

The parties acknowledge that:

- i. Rating and Size of Goods: It is your responsibly to decide upon the goods suitable for your purposes. If in doubt ask the Company.
- ii. **Relocation:** Once the buildings are positioned at the site address required by you, they cannot be moved unless by the Company or with the Company's written permission. Removal of the buildings without the Company's written permission will be deemed as theft of the buildings.
- iii. **Statutory Requirements:** The goods comply with electrical and plumbing codes. Ensure that you comply with Local Council and resource permission laws for connections and use.
- iv. **When Damage Occurs:** (these points will assist the waiver of insurance responsibility) please advise the Company within 24 hours of damage or theft occurring and provide a written report to the Company and (if required) to the Police. Please render such assistance as if you were the owner of the goods to the Company for it to exercise recovery, repair and such legal remedies as it sees fit.
- v. **Expenses, disbursements and legal costs:** Any expenses, disbursements and legal costs incurred by the Hirer in the enforcement of any rights contained in these terms shall be paid for by the Customer, including any solicitors fees on a solicitor own client basis and any debt collection agency fees and that the rental rate shall continue to be payable until the contract is validly terminated and the cabin returned to the Company. **These costs include but are not restricted to the Company charging \$15 for each phone call or text message, \$25 for each email or letter and \$50 for each visit required to collect any overdue monies.**
- vi. These terms have been read and understood by the Hirer who agrees to be bound by them, and particularly, the Hirer acknowledges that the Company takes a security interest in all such present and after-acquired goods.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

The Hirer Signature

Dreamtime Cabins Ltd Signature

Date _____

Date _____