



CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ REF No. _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ Postcode: _____ _____ Postcode: _____

COMMERCIAL CUSTOMERS ONLY

Company Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEES (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ Postcode: _____ _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____

(Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 2: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 3: _____ Address or A/C No: _____

Phone: _____ Fax: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Homestogo Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____ SIGNED (HOMESTOGO): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

Homestogo Limited

122 Henderson Valley Road, Henderson, AUCKLAND 0612 • Ph: (09) 838 1960
Email: homestogo@xtra.co.nz

1. Definitions

- 1.1 “Homestogo” means Homestogo Limited, its successors and assigns or any person acting on behalf of and with the authority of Homestogo Limited.
- 1.2 “Customer” means the person/s purchased and/or hiring the Cabin or any person acting on behalf of and with the authority of the Customer, as specified in any invoice, document or order, and:
- (a) if there is more than one Customer is a reference to each Customer jointly and severally; or
 - (b) any trustee acting on behalf of a Trust shall be liable personally.
- 1.3 “Cabin” means all portable homes (including any accessories) supplied by Homestogo to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Cabin’ or ‘Services’ shall be interchangeable for the other).
- 1.4 “Price” means the Price payable for the hire (or purchase) of the Cabin as agreed between Homestogo and the Customer in accordance with clause 4 below, as shall also be referred to as “Hire Charges” where applicable.
- 1.5 “Bond” means monetary security paid to Homestogo (and held in trust thereby) to guarantee the continuing performance by the Customer of their obligations under this agreement.
- 1.6 “Deposit” means a sum payable by the Customer as a first instalment on the purchase of the Cabin, or a pledge thereof, the balance being payable in accordance with clause 4.3.
- 1.7 “Minimum Hire Period” means the least amount of time that the Cabin may be hired by the Customer, as described on the Hire Agreement, invoices, or any other forms as provided by Homestogo to the Customer.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions, when this agreement is signed by both parties, or if the Customer accepts Delivery.
- 2.2 These terms and conditions may only be amended with Homestogo’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Homestogo.
- 2.3 This agreement is a commercial chattels lease and does not create any lease or tenancy subject to the Residential Tenancies Act 1986 or the Property Law Act 2007.

3. Change in Control

- 3.1 The Customer shall give Homestogo not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by Homestogo as a result of the Customer’s failure to comply with this clause.

4. Price and Payment

- 4.1 At Homestogo’s sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by Homestogo to the Customer; or
 - (b) the Hire Charges as at the date this agreement is entered into according to Homestogo’s Hire Agreement; or
 - (c) Homestogo’s quoted price (subject to clause 4.2) which will be valid for the period stated in the Quotation, or otherwise for a period of thirty (30) days. Unless specified on the Quotation or Hire Agreement, the Price does not include the relocation or removal of the Goods, the cost of locating (including the removal or deposit of soil), diverting or sealing of existing services, creation of temporary access roads, obtaining licences, permits or consents from the relevant local authority or other competent authority, etc.
- 4.2 Homestogo reserves the right to change the Price in the event of a variation to the Quotation or Hire Agreement. Any variation from the specifications of the Cabin (including, but not limited to, any variation as a result of non-disclosure of relevant matters by the Customer, delays caused by the Customer or any other party, prerequisite work by any third party not being completed, or increases to Homestogo in the cost of materials and labour, which are beyond Homestogo’s control) will be charged for on the basis of the Quotation or Hire Agreement and will be shown as variations on the invoice.
- 4.3 At Homestogo’s sole discretion:
- (a) a Deposit may be required prior to Delivery; or
 - (b) a Bond may be required prior to Delivery, which shall be refunded upon the return thereof in a condition acceptable to Homestogo.
- 4.4 Time for payment for the Cabin being of the essence, the Price will be payable by the Customer on the date/s determined by Homestogo, which may be:
- (a) before Delivery;
 - (b) on Delivery;
 - (c) by way of periodic instalments, in accordance with Homestogo’s payment schedule;
 - (d) payment for approved Customer’s shall be due twenty (20) days following the end of the month in which a statement is posted to the Customer’s address or address for notices;
 - (e) the date specified on any invoice or other form as being the date for payment; or
 - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Homestogo.
- 4.5 Payment may be made by cash, bank cheque, electronic/on-line banking, direct debit authority, or by any other method as agreed to between the Customer and Homestogo.
- 4.6 The Customer acknowledges that no GST is applicable as Homestogo is not currently registered for GST. However the Customer must pay any other taxes and duties that may be applicable in addition to the Price, except where they are expressly included in the Price.

5. Delivery of the Cabin

- 5.1 Delivery of the Cabin (“**Delivery**”) is taken to occur at the time that Homestogo (or Homestogo’s nominated carrier) delivers the Cabin to the Customer’s nominated address, even if the Customer is not present at the address.
- 5.2 It is the responsibility of the Customer to ensure that:
- (a) they have advised Homestogo of any possibility or knowledge of any subsidence, slip, erosion, flooding, or any other thing that may constitute a hazard on the intended installation site where the Goods are to be delivered, or on any adjacent land;
 - (b) the intended installation site is level and Homestogo has clear and free access within twenty (20) metres thereof to enable them to deliver the Cabin. Homestogo shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Homestogo, and the Customer shall be responsible for the payment of any extra charges incurred by Homestogo as a result of delays or difficulties in delivering the Cabin (including, but not limited to, in the event the Cabin needs to be lifted over a fence, etc.);

- (c) access is suitable to accept the weight of laden trucks. The Customer agrees to indemnify Homestogo against all costs incurred thereby in recovering such vehicles in the event they become bogged or otherwise immovable.
- 5.3 At Homestogo's sole discretion, the cost of Delivery is included in the Price.
- 5.4 The Customer must take Delivery, either by receipt or collection, whenever the Cabin is tendered for Delivery. In the event that the Customer is unable to take Delivery as arranged then Homestogo shall be entitled to charge a reasonable fee for redelivery.
- 5.5 Any time or date given by Homestogo to the Customer is an estimate only. The Customer must still accept Delivery even if late and Homestogo will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late.
- 5.6 Prior to the supply of the Cabin, the Customer shall mark all boundaries of the land where the Cabin is to be located, and if applicable to the Cabin supplied, the Customer must advise Homestogo 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 Cabin is to be located.

6. Title

6.1 Where this is a hire agreement:

- (a) The Cabin is (and will at all times, subject to clause 20) remain the absolute property of Homestogo, however the Customer:
- (i) accepts full responsibility for the safekeeping of the Cabin and indemnifies Homestogo for all loss, theft, or damage to the Cabin howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer (including, but not limited to, misuse, abuse or overloading, mysterious disappearance, wrongful conversion, breach of this agreement, violation of any laws, normal servicing, location, use, loading, unloading or transportation on or over water, wharves, bridges or vessels or any kind, exposure to any corrosive substances (including caustic, cyanide, acids, salt water, etc.), theft where not reasonably locked and secured, transportation (except where transported by Homestogo).
 - (ii) will insure, or self-insure, Homestogo's interest in the Cabin against physical loss or damage including, but not limited to, the perils of accident, fire, theft, burglary, storm, collision, and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Cabin, including to note the interest of Homestogo and GE Capital on any insurance policy. Further the Customer will not use the Cabin, nor permit it to be used, in such a manner as would permit an insurer to decline any claim.
 - (iii) accepts full responsibility for and shall keep Homestogo indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Cabin during the hire period and whether or not arising from any negligence, failure or omission of the Customer or any other persons;
 - (iv) agrees to use the care of a cautious and prudent user to prevent damage to, or deterioration of the Cabin, including but not limited to, using, keeping and cleaning the Cabin in a skilful manner as approved by the manufacturer or Homestogo;
- (b) The Customer is not authorised to pledge Homestogo's credit for repairs to the Cabin or to create a lien over the Cabin in respect of any repairs.

6.2 Where is this an agreement for the purchase of the Cabin:

- (a) Homestogo and the Customer agree that ownership of the Cabin shall not pass until:
- (i) the Customer has paid Homestogo all amounts owing to Homestogo; and
 - (ii) the Customer has met all of its other obligations to Homestogo under this agreement.
- (b) Receipt by Homestogo of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then Homestogo's ownership or rights in respect of the Cabin (and this agreement) shall continue
- (c) It is further agreed that:
- (i) until ownership of the Cabin passes to the Customer in accordance with clause 6.2(a) that the Customer is only a bailee of the Cabin and must return the Cabin to Homestogo on request.
 - (ii) the Customer holds the benefit of the Customer's insurance of the Cabin on trust for Homestogo and must pay to Homestogo the proceeds of any insurance in the event of the Cabin being lost, damaged or destroyed.
 - (iii) the Customer must not sell, dispose, or otherwise part with possession of the Cabin other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Cabin then the Customer must hold the proceeds of any such act on trust for Homestogo and must pay or deliver the proceeds to Homestogo on demand.
 - (iv) the Customer should not convert or process the Cabin or intermix it with other goods, but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Homestogo and must sell, dispose of or return the resulting product to Homestogo as it so directs.
 - (v) Homestogo may recover possession of any Cabin in transit whether or not Delivery has occurred.
 - (vi) the Customer shall not charge or grant an encumbrance over the Cabin nor grant nor otherwise give away any interest in the Cabin while it remains the property of Homestogo.
 - (vii) Homestogo may commence proceedings to recover the Price of the Cabin sold notwithstanding that ownership of the Cabin has not passed to the Customer.

- 6.3 If the Customer fails to return the Cabin, or refuses to allow Homestogo to recover the Cabin, the Customer irrevocably authorises Homestogo (as the invitee of the Customer) to enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Cabin is located, or Homestogo believes the Cabin is located, and take/recover possession of the Cabin, without being responsible for any damage thereby caused. Furthermore, provided Homestogo acts with reasonable care, the Customer must reimburse Homestogo for any loss and/or costs incurred thereby.

7. Personal Property Securities Act 1999 ("PPSA")

7.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Cabins and collateral (accounts) – being a monetary obligation of the Customer for Cabins – previously supplied by Homestogo to the Customer (if any) and all Cabins that will be supplied in the future by Homestogo to the Customer.

7.2 The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Homestogo may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, Homestogo for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;

- (c) not register a financing change statement or a change demand without the prior written consent of Homestogo; and
- (d) if applicable, immediately advise Homestogo of any material change in its business practices of selling the Cabins which would result in a change in the nature of proceeds derived from such sales.

- 7.3 Homestogo and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 7.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 7.5 Unless otherwise agreed to in writing by Homestogo, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 7.6 The Customer shall unconditionally ratify any actions taken by Homestogo under clauses 7.1 to 7.5.

8. Security and Charge

- 8.1 In consideration of Homestogo agreeing to supply the Cabin, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 8.2 The Customer indemnifies Homestogo from and against all Homestogo's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Homestogo's rights under this clause.
- 8.3 The Customer irrevocably appoints Homestogo and each director of Homestogo as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 8 including, but not limited to, signing any document on the Customer's behalf.

9. Customer's Disclaimer

- 9.1 The Customer hereby disclaims any right to rescind, or cancel any contract with Homestogo or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Homestogo and the Customer acknowledges that the Cabin is purchased/hired relying solely upon the Customer's skill and judgment.

10. Defects

- 10.1 The Customer shall inspect the Cabin on Delivery and shall within seven (7) days thereof (time being of the essence) notify Homestogo of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Homestogo an opportunity to inspect the Cabin within a reasonable time following such notification if the Customer believes the Cabin is defective in any way. If the Customer shall fail to comply with these provisions the Cabin shall be presumed to be free from any defect or damage. For defective Cabins, which Homestogo has agreed in writing that the Customer is entitled to reject, Homestogo's liability is limited to either (at Homestogo's discretion) replacing the Cabin or repairing the Cabin.
- 10.2 The Cabin will not be accepted for return other than in accordance with 10.1 above.

11. Consumer Guarantees Act 1993

- 11.1 If the Customer is acquiring Cabin for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of the Cabins by Homestogo to the Customer.

12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Homestogo's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 If the Customer owes Homestogo any money the Customer shall indemnify Homestogo from and against all costs and disbursements incurred by Homestogo in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Homestogo's collection agency costs, and bank dishonour fees).
- 12.3 Without prejudice to any other remedies Homestogo may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Homestogo may suspend or terminate the supply of the Cabin to the Customer, and in addition Homestogo shall be entitled to repossess the Cabin as per clause 6.3. Homestogo will not be liable to the Customer for any loss or damage the Customer suffers because Homestogo has exercised its rights under this clause.
- 12.4 Without prejudice to Homestogo's other remedies at law Homestogo shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Homestogo shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to Homestogo becomes overdue, or in Homestogo's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

13. Cancellation

- 13.1 Homestogo may cancel any contract to which these terms and conditions apply or cancel the supply of the Cabin at any time before the Cabin is delivered by giving written notice to the Customer. On giving such notice Homestogo shall repay to the Customer any money paid by the Customer for the Cabin. Homestogo shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Customer cancels the supply of the Cabin, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Homestogo as a direct result of the cancellation (including, but not limited to, any consequential loss (including any costs, charges and expenses payable by Homestogo in connection with the purchase of the Cabin and incurred in connection with and resulting from the cancellation of this agreement), liquidated damages and loss of profits), and where such Cabin is subject to a hire agreement, clause 19.5 shall apply.

14. Privacy Act 1993

- 14.1 The Customer authorises Homestogo or Homestogo's agent to:
 - (a) access, collect, retain and use any information about the Customer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.

- (b) disclose information about the Customer, whether collected by Homestogo from the Customer directly or obtained by Homestogo from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 14.2 Where the Customer is an individual the authorities under clause 14.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 14.3 The Customer shall have the right to request Homestogo for a copy of the information about the Customer retained by Homestogo and the right to request Homestogo to correct any incorrect information about the Customer held by Homestogo.

15. General

- 15.1 The failure by Homestogo to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Homestogo's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 15.3 Homestogo shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Homestogo of these terms and conditions (alternatively Homestogo's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 15.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Homestogo nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.5 The Customer agrees that Homestogo may amend these terms and conditions at any time. If Homestogo makes a change to these terms and conditions, then that change will take effect from the date on which Homestogo notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Homestogo to supply Cabins to the Customer.
- 15.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 15.7 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Terms Applicable to the Sale of Cabins Only**16. Risk**

- 16.1 Risk of damage to or loss of the Cabin passes to the Customer on Delivery and the Customer must insure the Cabin on or before Delivery.
- 16.2 If any part of the Cabin is damaged or destroyed following Delivery, but prior to ownership passing to the Customer, Homestogo is entitled to receive all insurance proceeds payable for the Cabin. The production of these terms and conditions by Homestogo is sufficient evidence of Homestogo's rights to receive the insurance proceeds without the need for any person dealing with Homestogo to make further enquiries.

17. Warranty

- 17.1 To the extent permitted by statute, no warranty is given by Homestogo as to the quality or suitability of the Cabin for any purpose and any implied warranty, is expressly excluded. Homestogo shall not be responsible for any loss or damage to the Cabin, or caused by the Cabin, or any part thereof however arising.

Terms Applicable to the Hire of the Cabin Only**18. Hire Charges**

- 18.1 Hire Charges shall commence from the time the Cabin is delivered to the Customer by Homestogo, and will continue until the return of the Cabin to Homestogo's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 18.2 The date upon which the Customer advises of termination shall in all cases be treated as a full day's hire.
- 18.3 No allowance whatsoever can be made for time during which the Cabin is not in use for any reason, unless Homestogo confirms special prior arrangements in writing. In the event of Cabin breakdown, provided the Customer notifies Homestogo immediately, Hire Charges will not be payable during the time the Cabin is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Customer.

19. Customer's Responsibilities

- 19.1 The Homestogo retains property in the Cabin, as per clause 6.1(a), nonetheless all risk for the Cabin passes to the Customer on Delivery, and the Customer must return the Cabin to Homestogo upon request to do so.
- 19.2 The Customer shall:
- (a) if applicable:
 - (i) provide and connect a suitable water supply (with a minimum pressure of 25psi and maximum pressure of 75psi, and using only black alkathene hose);
 - (ii) not remove any pressure limit valve(s);
 - (iii) provide regular battery changes (2x DD) for the gas califont, which may be required from time to time;
 - (iv) provide waste water disposal, and (if the water supply is from a septic tank) it is the Customer's responsibility to ensure the correct chemicals are used.
 - (b) provide a power supply to the Cabin with a caravan connection;
 - (c) ensure that:
 - (i) no animals (other than domestic cats) are allowed in the Cabin at any time;
 - (ii) there is no smoking in the Cabin;
 - (iii) no holes are made in the walls of the Cabin – blu tack may be used to put pictures on the walls, but use of tacks or pins is prohibited;
 - (iv) nothing other than toilet paper (such as tampons, sanitary pads, needs or any solid objects) are put in the toilet as they may block the pump for the toilet. Any costs incurred through foreign objects in the toilet will be the responsibility of, and charged to, the Customer.
 - (d) satisfy itself at commencement that the Cabin is suitable for its purposes;
 - (e) unless with the written consent of Homestogo, keep the Cabin in their own possession and control and shall not assign the benefit of the Hire Agreement nor be entitled to take a lien, or grant any encumbrance over the Cabin;
 - (f) notify Homestogo immediately by telephone of the full circumstances of any loss of or damage to the Cabin, or the Cabin is otherwise in need of maintenance or repair. The Customer is not absolved from the requirements to safeguard the Cabin by giving such notification;

- (g) advise Homestogo of the location of the Goods, on request thereby;
 - (h) use the Cabin strictly in accordance with the law and only for its intended use, in accordance with any manufacturer's instruction whether supplied by Homestogo or posted on the Cabin;
 - (i) comply with any occupational health and safety laws relating to the Cabin and its occupation/use;
 - (j) keep the Cabin in good, clean working order as is required by Homestogo;
 - (k) ensure that the Cabin is securely locked when not occupied/in use;
 - (l) not exceed the recommended or legal load and capacity limits of the Cabin;
 - (m) not carry out repairs, maintenance, adjustments, or disassemble, alter (including making any structural alterations) make any additions to the Cabin, remove any signage, or in any other manner interfere with the Cabin without the prior written consent of Homestogo;
 - (n) use the Cabin solely for the Customer's own purposes (as specified in the Hire Agreement), and shall not permit the Cabin (of any part thereof) to be used by any other party for any other purpose;
 - (o) not sell, transfer, create a security interest in, sign or sublease the Cabin, or to assign the agreement, nor shall the Customer under any circumstances, mortgage, pledge or otherwise deal with the Cabin;
 - (p) on termination of the hire, ensure the Cabin is complete, with all parts, components and accessories, clean and in good order as delivered, fair wear and tear accepted (i.e. ablution units need to be flushed several times prior to disconnection from services), and that the Customer's personal items or belongings are removed therefrom.
- 19.3 The Customer acknowledges that agrees that:
- (a) the Customer must notify Homestogo by telephone in the event the Customer wishes to relocate the Goods; and
 - (b) unless Homestogo consents in writing otherwise, any relocation of the Goods must be performed by Homestogo only. If Homestogo consents otherwise, the relocation of the Goods must be on the terms and conditions specified in that consent; and
 - (c) the Goods must be immediately ready for removal or relocation at the specified time pursuant to sub-clause (a); and
 - (d) the Customer indemnifies Homestogo against any cost, claim, damage, expense or liability suffered or incurred by Homestogo, whether arising directly or indirectly from Homestogo's actions or inactions under this clause 19.3, and clauses 19.2(p) and 5.
- 19.4 Immediately on request by Homestogo the Customer will pay:
- (a) the new list price of any Cabin, accessories or consumables (including but not limited to, keys) that are for whatever reason lost, destroyed, written off or not returned to Homestogo;
 - (b) all costs incurred in cleaning the Cabin (including – where applicable – curtains and professional carpet cleaning);
 - (c) the cost of repairing any damage to the Cabin caused by:
 - (i) the ordinary use of the Cabin up to an amount equal to ten percent (10%) of the new list price of the Cabin;
 - (ii) wilful or negligent actions of the Customer or the Customer's employees;
 - (iii) vandalism, or (in Homestogo's reasonable opinion) in any way whatsoever other than by the ordinary use of the Cabin by the Customer;
 - (d) the cost of fuels, consumables and/or components (light bulbs, batteries, etc.) provided by Homestogo and used by the Customer;
 - (e) any costs incurred by Homestogo in removing and returning the Cabin to Homestogo's premises if the Customer does not return the Cabin to Homestogo's premises, or any pre-agreed collection location, when it was originally agreed that the Customer would do so;
 - (f) any loss of revenue suffered by Homestogo due to the unavailability of the Goods for sale or hire due to the loss or damage to the Goods;
 - (g) any insurance excess payable in relation to a claim made by either the Customer or Homestogo in relation to any damage caused by, or to, the Cabin whilst the same is hired by the Customer, irrespective of whether charged by the Customer's insurers or Homestogo's;
 - (h) any costs and/or expenses incurred by Homestogo in making good any injury caused to any land or to the property of any third party by the Delivery, relocation, or removal of the Cabin.
- 19.5 In the event of premature termination of the Hire Period (either by notification, or breach of this agreement, by the Customer), the Customer shall be responsible for the immediate payment of the following sums:
- (a) all Hire Charges due and payable up to the date of termination;
 - (b) all other sums owing by the Customer under this agreement as a result of their breach of this agreement and its termination;
 - (c) liquidated damages for the loss of bargain;
 - (d) all loss, costs, charges and expenses payable by Homestogo in connection with the subsequent purchase of the Cabin (as per clause 20), and incurred in connection with (and resulting from) the premature termination of the Hire Agreement; and
 - (e) all payments made to Homestogo shall be deemed as Hire Charges; and
 - (f) any rights, or agreement with Homestogo, the Customer may have regarding the transfer of Title of the Cabin (as per clause 20) shall be null and void.
- 19.6 Only to the extent that the hire of the Cabin exceeds a twelve (12) month contract term (or a six (6) month contract term with the right of renewal), clause 7 shall apply, and this agreement a security agreement for the purposes of PPSA generally, and in particular Section 36.
- 20. Rent to Buy**
- 20.1 Upon expiry of the hire term, provided the Customer has made full payment of all monies payable and fulfilled their obligations under this agreement, the Customer may enter into a separate agreement to acquire ownership of the Cabin by payment to Homestogo of the specified amount, and in this case clauses 6.2, 16, and 17 shall be applicable.