

Your *TOTAL* IT & AV rental solution



It is agreed between 1Solution Limited and the Customer that the following terms shall govern the relationship and/or transactions between 1Solution Limited and the Customer and that both parties will be bound by the provisions set forth in these terms.

1. **Rental Period:** The Rental period are the dates set forth by the terms of the Rental Agreement. The Rental Agreement shall end at 5:00pm on the final date of the Rental Agreement. Should no Rental Agreement be in force, the Rental period shall be defined by the dates set forth on the Rental Invoice. Should the equipment not be returned/available for collection at that time, 1Solution may, at its absolute discretion, extend the Rental Charges on a Pro Rata basis (based on a 7 day week or 30 day month) until the equipment is returned.
2. **Payment:** Payment Terms are at the sole discretion of 1Solution and are set forth on the Rental Invoice(s). The Customer agrees to pay all Rental Invoices on or by the due date. Should the Customer fail in this regard, 1Solution shall, at its absolute discretion, reserve the right to apply one of the following;
 - a. **Cancel** the Rental Agreement without notice and recover the equipment at cost to the Customer
 - b. **Interest** may be charged at 36% per annum (accrued monthly) and calculated from the due date of the overdue invoice until paid in full.
 - c. **Debt Recovery** agents may be engaged, the costs of which will be added to the Customers outstanding balance.
3. **Cancellation of Order/Early Return:** Should the Customer cancel an order that has been shipped/delivered, the full value of the rental will still apply. Should the Customer wish to cut short the Rental from the original timeframe, there is no right, express or implied, to a credit of charges, however, an application may be made to shorten the Rental Term and revert to the Rental Charge for that Term, which will take the form of a Early Termination Fee.
4. **Insurance:** It is the sole responsibility of the Customer to insure the rental equipment for the duration of possession (including, but not limited to, the Rental Period). There is no provision, express or implied, for 1Solution Limited to insure the rental equipment while in the Customer's possession. {Representative to sign here.....}. Should loss/damage occur to the equipment, the Customer will immediately; date
 - a. **Inform 1Solution Limited** and, if in the case of theft, the Police.
 - b. **Take steps to ensure remainder of equipment** is protected and undamaged/present.
 - c. **Compensate** 1Solution for the lost/damaged equipment upon being furnished with an invoice from 1Solution Limited. Repairs may take up to four (4) weeks to be invoiced. Replacement (for lost/stolen or written off equipment) will be invoiced within ten (10) working days. The Customers standard Payment Terms shall apply in all cases.
5. **1Rental Cover:** The Customer may, as an alternative to Term 4, opt for 1Rental Cover. 1Rental Cover protects the Customer from the full cost of any loss/damage to the equipment during possession and is available at the cost of 7.5% of the Rental Charge. An excess PER ITEM claimed on will apply. This excess is \$500 (including GST) for Laptop Computers, Desktop Computers, Sound Equipment and TV screens under 50". For Data Projectors and TV screens larger than 50", the excess is \$1000 (including GST). For the Customer to be protected by 1Rental Cover, should loss/damage occur, the Customer will immediately;
 - a. **Inform 1Solution Limited** and, if in the case of theft, the Police.



- b. **Take steps to ensure remainder of equipment** is protected and undamaged/present.
6. **Right of Refusal/Voiding of 1Rental Cover:** 1Solution Limited may, at its absolute discretion, decline any Customers application for 1Rental Cover. In addition, 1Rental Cover may be voided and any premiums paid, lost, should one of the following occur;
 - a. **Failure to Notify 1Solution** within 24 hours of discovering the loss/damage.
 - b. **Failure to complete a Police report** should the loss be the result of theft
 - c. **Loss/Damage** occurred with unforced entry
 - d. **Negligence** on behalf of the user(s), including, but not limited to, leaving the equipment unattended, allowing the equipment to get wet or using incorrect power adaptors.
 - e. **Theft by Employee** or agent or client of the Customer.
 7. **Liability of 1Solution Limited:** The Customer will, at all times, indemnify 1Solution Limited against any loss or damage, without limitation, arising from the Customers use of the equipment, however such loss or damage may arise. At all times, 1Solution Limited shall ensure that equipment is in good working order when delivered. Should equipment malfunction during the course of the Rental Period, 1Solutions liability shall be limited to the value of the Rental Charge, with the provision that 1Solution Limited must, at all times, be given instant access to repair/rectify the issue. Should 1Solution not be given reasonable opportunity to correct any equipment issues that arise, there shall be no right on the part of the Customer to a partial or full credit of the Rental Charge.
 - a. **EXCEPTION:** There is no responsibility or liability accepted on the part of 1Solution Limited for the performance (or lack thereof) of battery powered equipment. Laptop batteries, portable PA batteries and wireless microphone batteries are explicitly excluded from any warranty of performance, irrespective of the purpose of rental.
 8. **Right of Inspection:** The Customer shall at all reasonable times, make the equipment available for inspection by 1Solution Limited or their appointed agent.
 9. **Ownership of Equipment:** shall at all times, remain with 1Solution Limited, until ownership is changed by way of PAYMENT on a sales invoice.
 10. **Privacy:** 1Solution Limited shall, at all times, take all reasonable steps to ensure the Customers data is kept secure and protected. Upon return of a laptop or desktop computer, the equipment shall be wiped of all data within two (2) business days and in all cases, before being deployed to another client.
 - a. **Limitation:** 1Solution Limited accepts no responsibility or liability for damage or costs arising from court ordered release of a clients data, should that information be requested prior to the wiping.
 11. **Software:** The Microsoft Windows software shipped with a laptop or desktop computer is licensed to 1Solution Limited. By using this software the Customer agrees that they have sufficient licensing to comply with Microsoft NZ End User License Agreement and also to indemnify 1Solution Limited against any loss or damage arising from the Customer being incorrectly licensed.
 12. **Terms and Conditions:** The above terms and conditions form the basis of the relationship between 1Solution Limited and the Customer. These terms may be altered with notice and the opportunity to decline to be bound by the new terms. Declination will result in all current Rental Agreements being immediately cancelled and no future orders being fulfilled until such time as the new terms are accepted and signed.

Signed on behalf of by on ____ / ____ / ____

Signature Witnessed by

