

Application booklet

Flexirent 
The best way to finance technology

This booklet contains important information.
Please keep it for future reference.

Statement of rights

The Credit Contracts Act 1981 gives you a right for a short time after the terms of this contract have been disclosed to you:

- a) to cancel the contract (but you cannot do this if you have taken possession of the goods, or if you bought them at an auction); or
- b) to cancel the credit and pay the cash price for the goods.

How to cancel

If you want to cancel this contract, or cancel the credit and pay only the cash price for the goods, you must give written notice to the person who sold or leased you the goods that you want to cancel. If you intend to keep the goods and just repay the credit you must pay the cash price to the person who sold or leased you the goods within 15 working days after the day you give notice.

Saturdays, Sundays, and national public holidays are not counted as working days.

Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within three working days after you received the documents.

If the documents are mailed to you, you must give the notice within seven working days after they were posted.

What you may have to pay if you cancel

If you cancel the contract the person who sold or leased you the goods can charge you –

- a) the amount of any legal fees or other expenses that he has had to pay (such as surveys, credit reports, etc.);
- b) charges for any incidental services he has provided (such as inspections, alterations etc.).

If you cancel the credit and decide to pay the cash price for the goods, you can be charged, in addition to a) and b) above;

- c) interest for the period from the day you receive the goods until the day you pay the cash price.

IF THERE IS A DISPUTE REGARDING YOUR RIGHTS UNDER THE CREDIT CONTRACTS ACT 1981, OR IF YOU THINK THAT THE SELLER/LESSOR IS BEING UNREASONABLE IN ANY WAY, YOU SHOULD SEE A SOLICITOR IMMEDIATELY.

If you have any further questions please call Flexirent:
0800 353 947

Who is responsible if the equipment breaks down?

You will be responsible for the maintenance or repairs of your leased equipment. We strongly recommend that all equipment be covered for the whole term of the lease by an extended warranty that covers you after the manufacturer's warranty has expired. Check on this with your supplier. If the equipment does break down during the manufacturer's warranty period, call the manufacturer or your supplier. After that time, call the extended warranty provider or your supplier.

What happens at the end of my lease?

Flexirent will contact you before the end of the term reminding you that the agreement is about to end. (Please advise Flexirent should you change address). At that time, you may choose to:

- Trade-up and Flexirent new equipment with a new agreement.
- Continue on a monthly basis or renew for a fixed term at a reduced rate.
- Offer to purchase the equipment for its fair market value.
- Return the equipment (at the end of the agreement).

Can I add equipment to my lease at a later date?

You can easily add items during the term provided that each time you do, at least one item is valued at \$500 or more. Flexirent can also combine the payments to fall on the same day if preferred.

Can I trade-up to new equipment during the lease?

Yes. This is explained in more detail on Page 4.

How is the GST calculated on my Lease Agreement?

As there is no GST on financial services, the GST on your lease payment is the GST on the original cost of goods, divided equally over the term of the lease. For example, on a \$4,000 computer the GST is \$500. When divided by 36 on a 3-year lease, the amount added to your monthly lease payment is \$13.89.

Can I terminate the agreement at any time?

Yes, but you will need to pay Flexirent the termination value specified in the agreement (shown in Clause 11 on page 9) and return all the equipment. You should be aware that the termination payout in the early stages of the agreement is typically be quite large.



Trading-up to new equipment

Many Flexirent customers choose a three year lease but want to “trade-up” to new equipment before the end of the term. This is easy to do. There is no lump sum cash pay out required and no penalty payments.

An early trade-up involves returning your old equipment, selecting the new equipment from your supplier (ideally the original supplier) and entering a new agreement.

Whilst you can trade-up at any time, it is more economical to do so in the last six months of the agreement.

How trade-ups are calculated

In a trade-up we calculate the amount owing on the agreement, then give you a discount on it. From this amount, we deduct the fair market value of the equipment you will be returning. If there is anything still owing, it is simply added to the cost of the new equipment and built into the next agreement. When spread over the next two or three years, the “carry over” amount will typically only have a small effect on the new monthly payments.

- 1 Call us – 0800 444 827:** Tell the operator that you want a “Trade-up Quote”. We will do another brief credit check. It usually takes around 10 minutes.
- 2 We give you a trade-up quote:** The trade-up quote gives you a spending value limit. If you already know what you want and its purchase price, we will advise what your new lease payment will be after the swap over.
- 3 Go to your supplier:** We prepare the paperwork and fax it to your supplier. Read it and sign it, then collect your new equipment.
- 4 Return the old equipment** to us and your monthly payment will be adjusted to the new amount.

The no cost “FlexPoint” for trading-up

To make early trade-ups easy, Flexirent have structured the lease so that you can choose a three year term and trade-up at no additional cost from month thirty three (33). On a two year term, you can trade up at month 20. Trading-up before the “no cost Flex Point” means that the amount owing on your old contract is simply added to the new agreement and spread over the new term. If you wish to trade up and keep your old equipment, you can offer to buy it at fair market value or less.

Upgrading the performance of your equipment

If you want to modify the equipment to improve its performance, you must receive our written consent. Please notify us beforehand by phone or in writing.

Adding new equipment

If you simply need to add more equipment to your lease rather than replacing it, call Flexirent on 0800 444 827. We can usually approve the extra amount over the phone and fax the agreement to your supplier within minutes. It couldn't be easier!

Flexirent Equipment Protection Plan

It's common sense that you won't want to keep paying for something that has been stolen, lost, or damaged in an accident. This is why all leased equipment must be insured, or covered by Flexirent's Equipment Protection Plan.

For only 5% more than the monthly Lease Payment, Flexirent's Equipment Protection Plan will meet the cost of repairing or replacing your equipment in the event that it is lost, stolen or accidentally damaged anywhere in New Zealand.

Conditions Apply.



Terms and conditions

1. Flexirent will meet the cost of repairing or replacing the Equipment in the event that it is lost, stolen or accidentally damaged anywhere in New Zealand, provided that:

- i) your lease payments have not been in arrears for the past three months and you have complied with all the terms of the Flexirent Lease Agreement;
- ii) the loss or damage was not caused by your willful action or negligence, or as a consequence of war, earthquake or any other act of God;
- iii) if repairs are required, they cannot be obtained under a guarantee or warranty provided by the manufacturer, supplier or any other party;
- iv) if the Equipment is lost or stolen, you immediately inform the Police and provide Flexirent with a copy of the Police report;
- v) If the Equipment is portable (such as a laptop computer) it has not been left in a motor vehicle or in an unsecure place;
- vi) Within 14 days of the loss or damage occurring, you complete and provide Flexirent with an Equipment Loss or Damage Report (standard form available from Flexirent); and
- vii) you pay Flexirent a \$220, including GST, claim processing fee when submitting the Equipment Loss or Damage Report.

2. The decision whether to repair or replace the Equipment is at the discretion of Flexirent. If Equipment requires replacement, the

replacement item must have similar specifications, functionality and be in similar condition to the original Equipment, but may not necessarily be the same make or model.

3. If Flexirent, in its absolute discretion, considers it uneconomic to repair or replace the Equipment, we may choose to release you from the Lease Agreement so that you have no further payment obligations, except for any lease payment arrears at the date the loss or damage claim is approved. You may then apply to lease new equipment through Flexirent.
4. Flexirent may ask you to provide up to three independent quotes from suitably qualified parties to carry out any repairs, or to replace the Equipment. Flexirent may, at its discretion, accept any of these quotes, or direct you to another supplier to perform the repairs or provide the replacement Equipment.
5. Flexirent retains the right to claim from you for any loss or damage to the Equipment caused by your willful action or negligence.
6. The Flexirent Equipment Protection Plan will pay the cost of repairing or replacing Equipment. It does not include other losses or damage you may suffer or liability you may incur arising out of or in connection with the lease or use of the equipment. It is entirely a matter for you if you wish to take out insurance to cover any such risks.

Terms and conditions of the lease

Terms and conditions that apply to both business Lease Agreements and to private Lease Agreements (consumer leases).

1. **OWNERSHIP OF EQUIPMENT.** We are the owner of the Equipment. You only have the right to use it. You must protect our ownership of the Equipment and not attempt to sell, hire or deal with it in any other way.
2. **ENTIRE AGREEMENT.** The entire Lease Agreement between you and us consists of these terms and conditions and the Signature Page and any terms and conditions applicable to the Direct Debit Agreement Authority you have signed. Any brochure and marketing material you may have seen are provided for your information only and do not form part of this Lease Agreement. You are unconditionally obligated to pay all Lease payments and other amounts due for the entire Agreed Term no matter what happens, even if the Equipment is damaged or destroyed, if it is defective or if you can no longer use it. This Lease Agreement cannot be cancelled or terminated except as expressly provided herein.
3. **DISCLAIMER OF WARRANTIES.** Upon delivery of the Equipment you will inspect it and satisfy yourself that it is in good operating order and condition. You must rely on your own judgment as to the quality and condition of the Equipment, its fitness and suitability for any particular purpose. No warranties are given in that regard other than those implied by law. To the extent permitted by law, damages for breach of warranties implied by law as to fitness and merchantable quality are limited to repair or replacement of the equipment with no liability for consequential damage. No salesman or agent of the supplier is authorised to change any term of this Lease Agreement or to make any warranties or representations about it, oral or otherwise on our behalf. If the supply of goods pursuant to this Agreement is a business to business transaction, the provisions of the Consumer Guarantees Act 1993 are contracted out of as if that Act had not been passed.

4. **CORRECTION OF ERRORS.** You authorise us to complete any blanks or correct any errors in the Lease Agreement (including inserting serial numbers, model numbers, the Start Date, Payment Date and Contract Number) provided we subsequently notify you in writing.

5. **PAYMENTS.** You must pay us the Monthly Lease Payments shown on the Signature Page of this Lease Agreement for the full Agreed Term and any other amount specified on the Signature Page. Payments are due monthly in advance on the Payment Date shown on the Signature Page. If the Payment Date falls on a weekend or public holiday, payment is due the next business day. Unless we otherwise agree, the total Monthly Payments must be made by direct debit from your bank account or credit card. Once paid, the lease payments are not refundable for any reason. The amounts relating to GST disclosed on the Signature Page are made on the assumption that there will be no change in the amount of these charges. Should these amounts change, or should any other taxes become payable (including changes to the rate of GST), you agree that we may adjust the Monthly Lease Payments accordingly.

6. **USE AND MAINTENANCE OF EQUIPMENT.** You will keep the Equipment in good repair, condition and working order, normal wear and tear excepted, and will furnish all parts and servicing required. You must use, service and maintain the Equipment in accordance with the supplier's instructions and recommendations. You may modify the Equipment only with our prior written consent.

7. **LOCATION, INSPECTION AND RETURN OF EQUIPMENT.** Other than for portable equipment, you will not move the Equipment from its location noted on the Signature Page of the Lease Agreement without our prior written consent. We have the right to enter the premises where the Equipment will be located in order to confirm the existence, condition and proper maintenance of the Equipment. At the expiration of the Agreed Term or upon early termination, unless you make an alternative arrangement with us, you will immediately return the Equipment at your expense to

us, or to a place within New Zealand that we nominate together with all accessories and manuals, in as good condition as the Equipment was delivered to you, except for normal wear and tear. It is your responsibility to remove any information electronically stored on or in the equipment before returning it to Flexirent. Flexirent expressly denies liability for any consequences arising from your failure to remove such information.

8. **LOSS OR DAMAGE.** You assume and bear the risk of loss or damage to the Equipment (unless you have elected to accept the Equipment Protection Plan and we have waived our right to claim the cost of repair or replacement of the Equipment). If the Equipment is lost or damaged you agree to replace or repair the Equipment at your cost, and to continue to pay lease payments. If you have elected to accept the Equipment Protection Plan:

- a) the cost of repairs or replacement may be met by us, provided you have lodged a valid claim and complied with the terms and conditions of the Equipment Protection Plan (full details available from Flexirent); and
- b) you are not required to arrange or keep the Equipment insured pursuant to clause 9. However, if you are arranging or have any such insurance, you must comply with your obligations under clause 9.

9. **INSURANCE.** You must arrange and keep the Equipment insured against loss and all other normally insured risks for its full replacement value during the Agreed Term of this Lease Agreement. You must ensure that Flexirent is named as an additional insured party and loss payee under the policy and provide us with evidence that the Equipment is insured if we ask for it. You must not do, or fail to do, anything which would allow the insurer to refuse or reduce a claim; or enforce, conduct, settle or compromise any claim without our consent. We are entitled to receive any amounts paid by an insurer. If you receive them, you hold them on trust for us.

10. **OVERDUE INTEREST AND CHARGES.** If any lease payments or other payments are not paid on time, overdue interest

will accrue at a rate equal to the Finance Rate shown on the Signature Page plus 5 (five) per cent per annum, calculated daily. In addition, you agree to pay us a late charge equal to ten percent (10%) of the overdue amount or twenty-five dollars (\$25), whichever is the greater, in order to defray part of the cost of collection. This late charge will be due and payable with the next Monthly Payment.

11. DEFAULT AND EARLY TERMINATION REMEDIES. You will be considered to be in default and to have repudiated this Lease Agreement if you:

- a) do not pay all lease payments and other amounts due on time, and in accordance with Clause 5;
- b) do not keep the Equipment insured (unless you have selected the Equipment Protection Plan);
- c) become insolvent, bankrupt or enter receivership, liquidation, external administration or become subject to any arrangement or composition;
- d) attempt to sell, dispose or encumber the Equipment.

If you so repudiate this Lease Agreement or if you terminate the Agreement by returning the goods during the Agreed Term, we may give you notice terminating this Lease Agreement and then you must immediately:

- i) pay as liquidated damages the present value of the remaining future lease payments discounted at the Finance Rate shown on the Signature Page, and
- ii) return the Equipment in accordance with clause 7 of this Agreement. Following termination, provided you return the Equipment in good working order and as directed, we will refund to you, or credit against any outstanding amounts owed by you, the Fair Market Value of the Equipment less the amount we estimate would have been the Fair Market Value of the Equipment at the end of the Agreed Term. If you do not return the Equipment as required under this Lease Agreement, we may enter any premises where we believe the Equipment may be located and repossess the Equipment. We may take possession of the Equipment without terminating this Lease Agreement on your repudiation of it. In doing so we will not be taken to have accepted your

repudiation of this Lease Agreement (including the obligation to pay all lease payments and other amounts due on time as required by this Lease Agreement) will continue as if the Equipment remained in your possession. You may collect the Equipment from us only if you have paid all repossession costs, storage charges and other costs incurred by us in exercising our rights under this clause and other amounts owing under this Lease Agreement. We may terminate this Lease by giving you notice to you at any time after taking possession of the Equipment under this clause.

12. END OF TERM OPTIONS AND RENEWAL. At expiry of the Agreed Term, by giving us at least 30 days written notice, you may:

- a) return the Equipment to us as per clause 7 of this Agreement;
- b) offer to extend the term of this Lease Agreement, or
- c) offer to purchase the equipment for its Fair Market Value.

We are under no obligation to accept any offer. If you do nothing, or fail to give us notice under this clause, this Lease Agreement will continue on a monthly basis.

13. ACKNOWLEDGEMENTS.

- a) You acknowledge that we have assumed that you will not default and consequently return the Equipment before the end of the Agreed Term, that the Equipment will have a Fair Market Value at the end of the Agreed Term and that we will be entitled to recover from you that Fair Market Value should you default on this Agreement; and
- b) we may, without giving you notice, sell, assign or otherwise dispose of or deal with our interest in this Lease Agreement and subject to any privacy laws disclose information about you for this purpose.
- c) You may apply to assign this Lease Agreement but you acknowledge that we are not obliged to agree. We may charge a fee to credit assess the proposed assignee even if the proposed assignee is declined.



14. COSTS, INDEMNITIES AND COMMISSIONS.

You must pay or reimburse us for:

- a) all taxes and stamp duties payable in connection with this Lease Agreement;
- b) any expenses we reasonably incur in enforcing this Lease Agreement or incur because you have terminated or breached this Lease Agreement, including in each case and without limitation, any funding break costs and any legal costs and expenses, and costs incurred in repossessing or attempting to repossess the Equipment.

You must indemnify us for:

- i) subject to clause 8, any loss or damage to the Equipment;
- ii) liability for any death or damage to any person or property arising directly or indirectly from the Equipment or its use, and
- iii) a claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made

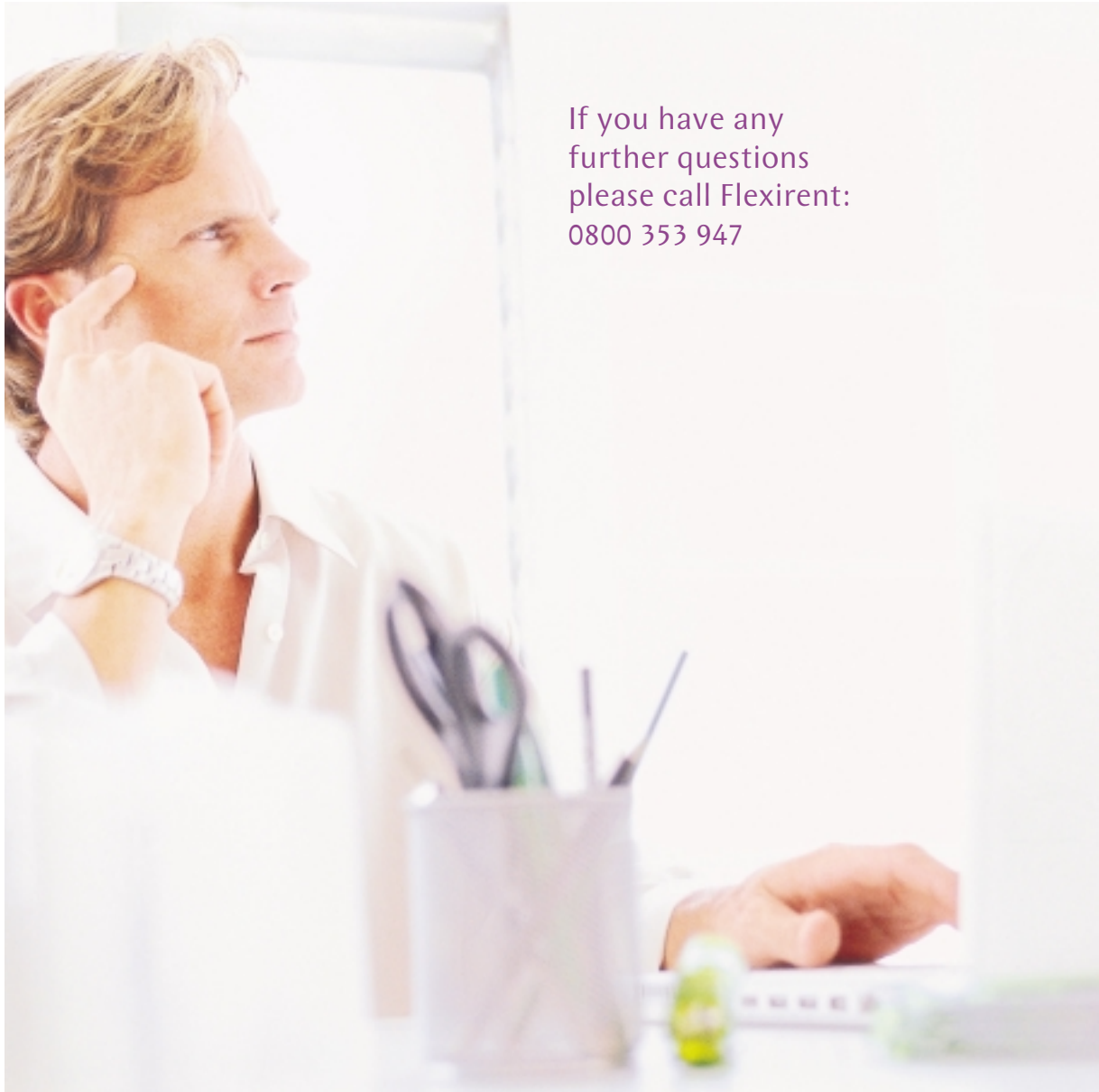
against us in connection with the Equipment or its operation. You agree to us paying commissions or fees to any broker, agent, dealer or other person who introduces you to us, or us to you.

15. **NOTICES.** You must tell us if you change your bank account details, your business or postal address, or if you think there is any information that we should be aware of about your ability to comply with this Lease Agreement. We can give you notice by delivering it to you personally or leaving it at, or sending it by post, facsimile or email to your business or postal address last known to us. A certificate signed by one of our Directors will be adequate proof of the facts stated in it relating to this Lease Agreement and rights and obligations arising under it.

16. **GOVERNING LAW.** This Lease Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the laws of New Zealand.

17. **PARTIES.** In this Lease Agreement “you” means the person or persons described as the “Customer” on the Signature Page and “us” or “we” means Flexirent Capital (New Zealand) Limited.

18. **JOINT AND SEVERAL OBLIGATION.** If there is more than one, “you” means each of them separately and every two or more of them jointly.



If you have any
further questions
please call Flexirent:
0800 353 947

First lease payment / payable now

- CHEQUE Made payable to Flexirent Capital (NZ) Ltd OR
- CREDIT CARD* (Complete Credit Card section below)

Not acceptable as first payment – Bank cheques, bankcard, cash, cheques drawn by parties other than the applicant, money orders and credit cards* other than Mastercard or Visa.

Remaining lease payments

You can choose to pay your remaining monthly lease payments either by:

- DIRECT DEBIT from your bank account OR
- CREDIT CARD

Tick your preferred payment method, then complete and sign either the Direct Debit Authority (opposite) or the Credit Card Authority below.

Credit card payment authority

- Mastercard Visa

NOT ACCEPTED Bankcard, American Express, Diners Club and other credit cards.

Card Number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Expiry Date / /

Cardholders Name (please print)

Signature of cardholder

Credit information

Consent to disclose and obtain credit information. To be signed by the person completing this application and any Guarantor(s). You authorise Flexirent to contact any credit agency, referee or any other source to obtain, check, dispose of or exchange information (both now and in the future) in connection with this application and matters arising out of it. You acknowledge that by signing this application you are authorising each source to provide Flexirent or Flexirent's nominee with any information about you which it may require in connection with this application. If you are a natural person the Privacy Act 1993 entitles you to have access to personal information held by Flexirent about you and to request correction of that information if necessary. Unless Flexirent is notified in writing by you, promotional material may be sent to you from time to time.

Signature of Applicant for Agreement

Print Name

Signature of Joint Applicant/Guarantor (if applicable)

Print Name

Delivery and acceptance

I have taken delivery of, and accepted, the equipment as described on the Signature Page. (Please leave this section blank if you will not be taking delivery of the equipment today.)

Signature

Print Name

Date

Conditions of this Authority to accept Direct Debits

1. The Initiator: (a) Undertakes to give written notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator. Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of **at least 30 days before** changes come into effect. This notice must be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator. (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me / us. **2. The Customer may :** (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator. (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior to** the Direct Debit being paid by the Bank. (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through

the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account. **3. The Customer acknowledges** that: (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank. (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account. (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lies between me/us and the Initiator. (d) Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of: – the accuracy of information about Direct Debits on Bank statements – any variations between notices given by the Initiator and the amounts of Direct Debits. (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator. (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned. **4. The Bank may:** (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank. (b) At any time terminate this Authority as to future payments by notice in writing to me/us. (c) Charge its current fees for this service in force from time-to-time.

Conditions of this Authority to accept Direct Debits

1. The Initiator: (a) Undertakes to give written notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator. Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of **at least 30 days before** changes come into effect. This notice must be provided either: (i) in writing; or (ii) by electronic mail where the Customer has provided prior written consent to the Initiator. (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me / us. **2. The Customer may :** (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator. (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank **prior to** the Direct Debit being paid by the Bank. (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through

the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account. **3. The Customer acknowledges** that: (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank. (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account. (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lies between me/us and the Initiator. (d) Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of: – the accuracy of information about Direct Debits on Bank statements – any variations between notices given by the Initiator and the amounts of Direct Debits. (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator. (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned. **4. The Bank may:** (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank. (b) At any time terminate this Authority as to future payments by notice in writing to me/us. (c) Charge its current fees for this service in force from time-to-time.

INFORMATION OR ASSISTANCE
0800 353 947

TRADE-UPS & NEW APPLICATIONS
0800 444 827

FLEXIRENT CAPITAL (NZ) LIMITED

West Plaza, Cnr Albert & Fanshawe Streets, Auckland, NZ

PO BOX 90935 Auckland Mail Centre

Telephone: 09 300 4494 Facsimile: 09 300 4498

customerservice@flexirent.co.nz

www.flexirent.co.nz

Flexirent 
The best way to finance technology