

Textphone Equipment Rental Agreement

This is a legal agreement for you to rent a textphone and any ancillary equipment from us.

Please read this document carefully. If you sign the Application Form agreeing to the terms and conditions in this Agreement then you are agreeing to enter into a binding legal agreement with us if your eligibility to rent a textphone is approved.

If you have any questions or concerns please contact our independent contractor:

Sprint International New Zealand
Private Bag 4, Pukekohe
Telephone 0800 4 715 715
TTY 0800 4 713 713
Fax 0800 4 329 697
(0800 4 FAX NZR)

THE PARTIES AGREE AS FOLLOWS:

Definitions

- In this Agreement the following words have the following meanings unless the context clearly indicates otherwise:
 - Agreement means this Agreement, which represents the entire understanding and agreement between the parties and supersedes any prior oral or written agreements related to its subject matter.
 - We or Us or Our means the Crown, Her Majesty the Queen in right of the Government of New Zealand, acting by and through the Ministry of Economic Development, and any Crown appointed independent contractor responsible for administering the rental of the Equipment.
 - Equipment means any textphone and/or ancillary equipment (such as a call alert device) supplied by us to you.
 - Party means a party to this Agreement (i.e. you or us).
 - You means a person who is eligible to rent Equipment and whose application to rent the Equipment has been approved by us, and where appropriate, the guardian of a person eligible to rent Equipment and whose application to rent the Equipment has been approved by us.

- The headings in this Agreement are for convenience only and have no legal effect.

Terms and Conditions Applicable to Equipment Rental

- We agree to supply the Equipment to you if you meet the eligibility criteria together with the terms and conditions set out in this Agreement.
- You agree that:
 - You are eligible to rent Equipment and that the information you provided on the Application Form is true.
 - You will notify us immediately if changing circumstances affect your eligibility to rent Equipment or if you change address.
- The Equipment will at all times remain our property.
- You will not:
 - sell, lease, dispose of, lend or otherwise part with possession of, or modify in any way, the Equipment;

- deface, obliterate or remove any label or mark that identifies the ownership of the Equipment; or
 - do any other act which may harm the ownership of the Equipment.
- You will take proper and reasonable care of the Equipment.
 - You are liable for any loss (including by fire or theft) or damage however caused, to the Equipment during the term of this Agreement.
 - You acknowledge that we will not be liable for any telecommunications charges associated with use of the Equipment, including the charges for renting a telephone line.

Fees and Charges

- You agree that:
 - You will pay the relevant monthly charges for the Equipment as specified from time to time in the Textphone Pricing List.
 - Interest at the rate of ten percent (10%) per annum may be added each month to any charges not paid by the due date.
 - You will pay all charges by direct debit from your bank account to our designated bank account.
 - Where this Agreement is terminated part way through a monthly charge period, you will not be refunded for the part of the charge period after the date when the Agreement ended.

Maintenance of the Equipment

- You agree that you must immediately notify us if the Equipment is damaged or is not working properly.
- We agree that:
 - We will use reasonable efforts to maintain the Equipment in good working order and condition provided you take reasonable and proper care of the Equipment.
 - We will make reasonable efforts to supply you with replacement Equipment while your Equipment is being maintained.

Term and Termination

- Subject to clauses 9 and 10, this Agreement begins when your eligibility to rent Equipment is approved by us and ends when you return the Equipment to us with notice that the Equipment rental is at an end.
- You may immediately terminate this Agreement at any time by returning the Equipment to us with notice that the Equipment rental is at an end.
- We may terminate this Agreement at any time by giving you thirty (30) days written notice. For example, we may terminate this Agreement if you:
 - Fail to pay any moneys owing to us for the Equipment by the due date; or
 - Commit any other breach of this Agreement.
- Termination under clause 10 will be without prejudice to our other rights and remedies arising under this agreement or at law.

Events after Termination

- Upon termination of this Agreement:
 - You must immediately return the Equipment to us; and
 - You must immediately pay to us all moneys due.

- If you fail to return the Equipment to us in accordance with clause 12(a), we may at our option:

- Require you to pay on demand an amount equal to the cost of replacing the Equipment, as determined by us; or
- At any time repossess the Equipment.

- Clauses 4, 5, 12, 13, 15 and this clause will survive for our benefit notwithstanding any rule of law to the contrary.

Limitation of Liability

- You agree that:

- We have no liability for any interruptions to the supply of telecommunications services due to any failure of the Equipment.
- We have no liability for anything caused by or resulting from anything we do under this Agreement.

Privacy of Information

- We will use the information you provide to assess your eligibility to rent the Equipment. However we may also use the information you provide:
 - For statistical or other purposes provided that your identity is not disclosed; and
 - For the purposes of debt collection if you fail to pay any money owed to us.

Notices

- Any notice you want to give us can be sent to the address on the front page of this Agreement.
- Any notice we want to give to you will be sent to the address you gave us in your Application Form.

Enforcement of Agreement

- If either Party does not enforce any part of this Agreement, this does not mean that the Party cannot enforce the Agreement at a later time.

Variations

- We may vary this Agreement at any time by giving you thirty (30) days notice in writing.

Dispute Resolution

- Each Party will resolve any disputes under this Agreement through good faith negotiations or other informal dispute resolution.

Severability

- If any part of this Agreement is inconsistent with the law then that part will be replaced with text that, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the Agreement will be binding on each Party.

Events Outside Control

- If an event outside either Party's control occurs (such as an act of God, communication line failure, power failure, riot, strike, lock-out, labour dispute, fire, war, flood, earthquake or other disaster) then each Party's obligations under this Agreement will stop and only start again once the event has stopped having effect.

Assignment

- We may transfer to somebody else the whole or any part of our side of the Agreement you have with us.