

1. The Rental Process

The Rental Process is simple. It goes like this:

- 1.1 Members can list any Item they want to rent out on our Site (subject to our Terms). The Member may include any conditions of rental for that Item in the Listing, including the price per day / half day, any conditions as to the Rental Period, pick-up [and shipping terms]. A Member who has Listed an Item is a Lister.
- 1.2 Site Users can browse our Site for Items that have been Listed and which they may wish to rent.
- 1.3 If a Site User finds an Item they wish to rent, they must first become a Member. Only Members can rent Items through our Site.
- 1.4 A Member can make an Offer to rent an Item by selecting the Item through [app –, inputting their preferred Rental Period with the available time slots that are displayed through the interactive calendar and hitting the ["**Confirm Rental Button**"]. This will notify the Lister of the Offer to rent.
- 1.5 The Lister can chose to accept or decline the Offer. All communications in regards to any rental terms must be made through our Site.
- 1.6 If the Lister accepts the Offer, the Member who made the Offer makes a payment (refer clause 1.8) [through STRIPE] and through the Site and the Rental Agreement is concluded and binding on the parties. The Member that made the Offer (once accepted) then becomes the Borrower. A Bond (refer clauses 3.2 and 7.2) may be taken from the Borrower which will be refunded once the Item is returned to the Lister.
- 1.7 If the Lister declines the Offer, the relevant Member is notified, and no payment is processed. The Item will remain Listed.
- 1.8 Once the Rental Agreement is concluded and binding on the parties the Borrower must within [12 hours] pay 50% of the Rental Price ("**Deposit**").
- 1.9 The Borrower may cancel the Rental Agreement at any time up to the date being one half of the Lead Time with any Deposit paid refunded in full.
- 1.10 If the Borrower cancels the Rental Agreement within the second half of the Lead Time a 20% fee will be deducted from the Deposit as a cancellation fee of which 15% is paid to the Lister and the balance retained by RentIt to cover administration fees. The balance of the Deposit will be refunded to the Borrower.

- 1.11 At any time prior to the commencement of the Rental Period the Lister may cancel the Rental Agreement without any cancellation fees, however, recurring late cancellations of listings will result in a warning to the Lister and possible suspension. This is handled on a case by case basis and will be flagged after three consecutive late cancellations.
- 1.12 On collection of the Item, the Borrower is to make payment of the remaining 50% of the Rental Price and in doing so confirms the Borrower has agreed to the condition of the Item and the Rental Period has commenced.

Our Terms apply to all users of our Site and all content, services and products available through our Site (including but not limited to the use of our Site and the Rental Process). By using our Site you are deemed to agree to our Terms without qualification. If you do not agree to be bound by our Terms, you must stop accessing and using our Site.

2. Definitions

Capitalised terms in our Terms have the meanings outlined below:

- 2.1 Bond – means the bond taken from the Borrower in accordance with clauses 3.2 and/or 7.2.
- 2.2 Borrower – means any person who has made an Offer to rent an Item on a Listing and which the Lister has accepted.
- 2.3 GST – means tax levied under the Goods and Services Tax Act 1985.
- 2.4 Lead Time – means the period between the date a Rental Agreement is concluded and binding on the parties and the date the Item is to be collected by the Borrower.
- 2.5 Lender – means any Lister of an Item who has accepted an Offer from a Member, in relation to that Item.
- 2.6 Lister – means any person who has created a Listing.
- 2.7 Listing – means a listing on our Site through which either a Lister advertises an Item for rent or seeks an Item to rent.
- 2.8 Member(s) – means a registered member of RentIt.
- 2.9 Offer – means an offer to rent an Item made by a Member through our Site.
- 2.10 Privacy Policy – means our privacy policy
- 2.11 Rental Agreement – means the agreement made between a Lender and a Borrower once the Lister accepts an Offer made by a Member.

- 2.12 Rental Period – means the term of the rental period as set out in the Listing and/or the Rental Agreement, as negotiated between the Lender and the Borrower.
- 2.13 Rental Price – means the price paid by the Borrower to rent the Item.
- 2.14 RentIt, Our, We and Us (whether capitalised or not) – means Rent It 2023 Limited.
- 2.15 Services – means any one or more of the services offered by RentIt in our Terms and includes the provision of our Site.
- 2.16 Site – means any RentIt website or application through which the Services are offered.
- 2.17 Site User – means any person who uses our Site.
- 2.18 STRIPE – means [insert definition of STRIPE once service agreement is finalised]
- 2.19 Terms – means these terms and conditions, our Privacy Policy and all terms and policies posted on our Site.

3. Our Services

3.1 We provide an online venue for items to be rented

We provide an online venue to allow Members to advertise all sorts of items for rent, and to allow other Members to rent those items.

In offering our Site, we do not participate in the actual rental of Items or the transaction itself. We do not own any Items listed on our Site and do not offer them for rent, nor do we act as an agent for either party.

3.2 Our Services

In addition to the provision of our Site, we also offer a bunch of additional services to make our Site easier to use and to make life better for our Members. Generally, these additional services have their own terms, which can be found on our Site and which form part of these Terms. For example:

- Bonds provide security for the Lister to ensure that the Item is returned in the same condition in which it was supplied. A Bond is paid by the Borrower at the time of renting, and the amount is determined by the Lister at the time of listing to cover all reasonably foreseeable damage. This Bond is held in escrow during the Rental Period. Upon return of the Item, the Lister has 24 hours to inspect the

Item and report any issues. If the Lister reports an issue within this timeframe, a ticket will be issued to the administration team, who will investigate and determine whether the Bond should be paid to the Lister to compensate for any loss or damage to the Item. If the Item is stolen during the Rental Period, the Bond is forfeited to the Lister. If no issues are reported within 24 hours, the Bond is automatically refunded in full to the Borrower. This process ensures that both the Lister and Borrower have clear expectations and protections during the rental transaction.

- You can boost Items at the time of Listing by paying us a \$10.00 fee. The boosting of a Listing ensures that the Listing is placed amongst the top items displayed when keywords or categories that the Listing contains are searched.

3.3 We work to ensure our venue is safe and trustworthy

Our Members will only use our Site if they trust other Members and feel confident in the "RentIt" community. While we cannot pre-screen Listings or monitor our entire Site, if we become aware of any misuse of our Services, we will take the appropriate action. This could be issuing a warning, removing content, disabling an account, banning a Member, or contacting the relevant authority.

Some examples of the kind of misuse we would take action over are: illegal, stolen or unsafe Items; Listings that do not comply with New Zealand law or that infringe intellectual property rights; or are harmful or offensive. We may also limit your activities on our Site based on your off-site conduct, such as prior criminal convictions, insolvency, or any other conduct that puts our community or systems at risk.

You agree that we may disclose your personal information in accordance with our [Privacy Policy](#), including your name and contact details, as well as any transactional records, site interactions or other relevant information, to the relevant authorities, parties and/or intellectual property rights holders.

3.4 We license our intellectual property to you

To enable you to use and enjoy our Site and the Services, we grant you a limited, non-exclusive, non-transferable and revocable licence to use our Site in accordance with our Terms.

We retain all of our intellectual property rights, including our rights in the software and source code used, to provide the Site and Services. You may not adapt, reproduce, copy, store, distribute, publish or create derivative works from any part of our Site, or

commercialise or on-sell any information obtained from our Site or our Services, without our prior written consent.

3.5 We can change our Site and Services on notice

We are constantly changing and improving our Site and our Services. We may add or remove features or functions and we may suspend or stop providing a Service altogether.

4. Your Membership

4.1 Becoming a Member

It is free to become a Member of our Site, but we do have some eligibility terms. To become a Member you must:

- (a) be at least 18 years old and able to enter into binding contracts;
- (b) be a resident in New Zealand (unless we specifically agree with you otherwise); and
- (c) complete our registration process and provide true, correct and up-to-date information as and when we require you to do so.

In order to use our Services, you only need one account. So, you can not register as a Member under multiple identities, personas, or aliases (whether they are false or not).

4.2 Maintaining your membership

You must maintain and update your personal and account information, to ensure it's always current and correct. We may contact you to verify your details.

You are responsible for all the activity that happens on your account. To protect it, keep your login information secret and secure, change your password regularly, and do not let anyone else use your membership.

Our Members work hard to earn great feedback, and rely on the feedback placed about others. Unless we give specific prior approval, your membership is not transferable and can not be sold, leased, lent or traded. Contact us if you require further information in this regard.

4.3 How we communicate with each other

We may contact you about your membership, your transactions and any other activities on the Site.

Subject to your email preferences, we may contact you with information or promotions about our other Services that we think you will be interested in. We also send emails and

e-newsletters to some of our Members, where we think they will be relevant. You can unsubscribe from all emails and newsletters that do not contain important information about using our Site.

4.4 Terminating your membership

You may terminate your membership at any time, for any reason. We may refuse to offer some or all of our Services to you without prior notice and we may cancel your account at any time for any reason. At the time of cancellation the account is terminated immediately. Termination of account does not restrict the account holder from applying for a new account with the same documents that were originally used.

If we have restricted or prohibited your access to our Services, we will have done this for a reason and, if we can, we will tell you why. You agree not to bypass these controls, for example, you agree not to create a new membership. If we have explained why your access to our Services has been restricted or prohibited, we reserve the right to cease further correspondence with you.

If your membership is terminated (by you or by us), your ability to access our Site will end and you must stop using our Site and our Services. Certain clauses from our Terms will continue to apply after termination. If you visit our Site after termination, or otherwise use our Services, our Terms will apply.

4.5 Tax

All Members are responsible for their own tax obligations (if any) arising out of the use of, and any Rental Agreement made through, our Site.

5. Your general commitments

5.1 Code of conduct

Our code of conduct sets out principles and behaviours that the "RentIt" community reasonably expects of Members using our Site and our Services.

In relation to the use of our Site, the following expectations are expected of Members, Lenders and Borrowers.

Members are expected to:

- Conduct themselves honestly and in good faith at all times;
- Comply with all laws, including sale of goods and intellectual property laws;
- Comply with our Terms; and

- Be friendly, kind, and respectful and not use inappropriate or offensive language, or hate speech or abuse, harass, or be disparaging toward people (including "RentIt").

Lenders agree to:

- Describe items fully and accurately and answer questions promptly.
- Respond to emails as soon as possible, and within two days.
- Ensure items are shipped as soon as possible, and in accordance with the agreement reached between the Lender and the Borrower.
- Shipping charges should not be inflated for profit and must be a fair and reasonable reflection of the actual packaging and postage costs.
- Not place negative feedback without making best endeavours to resolve issues through our Site or via email first.
- Not engage in retaliatory feedback or behaviour.
- Not subsequently spam previous Borrowers.

Borrowers agree to:

- Respond to emails or enquiries made through other forms of communication as soon as possible.
- Not place negative feedback without making best endeavours to resolve issues through contact channels only provide feedback in respect to an Item they have rented.
- Not engage in retaliatory feedback or behaviour.
- Not subsequently spam previous Lenders.

For completeness, the above applies in addition to any terms of any Rental Agreement that may be made through our Site.

5.2 Other commitments / things to note

- Our venue is for New Zealand only. You must be resident in New Zealand to list and/or rent items on "RentIt".
- You must comply with all applicable laws when using our Site and our Services.
- You agree not to:

- use our Site or our Services to promote Items outside of our Site or our Services;
- complete a transaction, that started on "RentIt", outside of the "RentIt" process; or
- seek to avoid our fees or our process.

For the same reason, you should not list your contact details anywhere (e.g. in the Listing description, questions and answers, feedback, Member profile or "RentIt"), other than in the relevant fields provided during the Listing process.

5.3 You give us a right to use your content

You confirm that you either own or have permission to use all of the content that you post and upload when using our Site and our Services. For example: any photos, data, information, listing descriptions and other content ("**your content**").

You retain ownership of your content and nothing in our Terms is intended to claim ownership of your content or to restrict your ability to use your own content.

You give us a licence or right to use your content so we may provide our Services, including for the purposes of making improvements to our Services and for other internal and business purposes. Under this licence you grant us a non-exclusive, perpetual, transferable, sublicensable, unrestricted, royalty-free, irrevocable and worldwide licence, to use, store, display, reproduce, modify, distribute, create derivative works, and save your content in any manner and on any media or platform, including those owned and operated by RentIt, RentIt affiliated third parties and other third parties we may work with, to promote, improve and provide our Site and our Services, including for the purposes of making improvements to our Site and our Services and for other internal and business purposes. This licence continues even if you stop using our Site and our Services or you delete content from your account. You confirm that you have the right to grant this licence to us.

6. Listing and Lending

6.1 Listing

When you list an Item on our Site, you will have the chance to name any terms and conditions of the rental in the Listing. If the Listing is successful and turns into a Rental Agreement, the Borrower will be and agrees to be bound by the Rental Agreement.

All Listings must be accurate, current, complete, and include all relevant information and the key terms. For example, a Listing on "RentIt" must include an honest description of the Item, the terms of the Rental [and shipping methods and who bears the cost of shipping]. You agree to only list Items that are in your possession.

Your Listing must comply with all laws. For example:

- you must have the right to create the Listing, e.g. do not list Items that you do not own or where ownership is disputed, such as a relationship property dispute;
- the Listing must be accurate and not misleading, which includes ensuring no material information is left out;
- it must be legal to offer the Item for rent, and any Items must meet any relevant safety standards; and
- your Listing must not breach any legal requirements.

Each of our Services and Listing options have a clear function or purpose. For example, the purpose of a Listing for a surfboard is to enable a Lender to offer a surfboard for rent, and to choose who to rent that surfboard to at the price specified in the Listing, for the Rental Period agreed in the Rental Agreement. You must use our Site and our Services for their intended purpose and must not misuse them in order to avoid our fees, advertise your business or manipulate search results. When you list an Item for rent on our Site, you should do so with the intention of renting this Item through our Site.

6.2 Accepting Offers

Once you have Listed an Item, Members will be able to make Offers to you through the Site to rent that Item. These Offers will include the length of time the Member wants to rent the Item for, and any other terms that the Member wants to apply in relation to the proposed Rental.

After receiving an Offer, you will have till half the time between the request and the scheduled start of the rental to review the Offer (and the Member's profile) and either accept or decline the Offer.

If you accept an Offer, the Member that made the Offer will be notified and they will have [12 hours] to make the payment of the Deposit through the Site. At this point, the Rental Agreement will be concluded and binding on the parties and you will be the Lender and the Member who makes the offer will become the Borrower.

If you decline an Offer, the Member will be notified and the Item will remain Listed.

If you do not respond to the Offer, the Offer will automatically expire

Lending

Once the Rental Agreement is concluded and binding on the parties, you must promptly ship, post, deliver or arrange for the collection of the Item. Unless you and the Borrower agree otherwise, you are responsible for ensuring the Item arrives in the condition described in the Listing.

When you rent an Item, you agree to the following:

- To supply the Item in a condition which is fit for the ordinary purpose for which the Item is supplied for.
- To notify in the Listing any known defects or limitations for the Item (beyond their reasonable use).
- To expressly state any limitation on the use of the Item in the conditions for the Listing.

If, when an Item is returned, you consider that the Item is returned damaged or destroyed (beyond reasonable wear and tear), then you must alert the Borrower as soon as possible. If no agreement can be reached between the Lender and the Borrower as to how to remedy the damage or destruction to the Item then you must contact us admin@rentit.nz.

6.3 Late Returns

6.4 The Borrower agrees to return the Item to you at the end of the Rental Period, or as set out in the Rental Agreement. If the Borrower does not return the Item to you on time, you must notify us and the Borrower agrees to pay an inflated price for any inconvenience to the Lister. The inflated price is determined by a late multiplier of 1.5 times the Rental Price, how late the Item is returned, and any disagreement with the Lister and reflects the equivalent of the price per day (or half day, if the Rental Agreement was initially for a half day rental) . This amount, less our fees, will be provided to you as a [Success Fee]. You will continue to receive additional daily or half daily rates until the Borrower returns the Item, an alternative is negotiated, or 48 hours has passed after the end of the initial Rental Period agreed in the Rental Agreement. If the Borrower does not return the Item to you or otherwise make contact with you within 48 hours of the end of the initial Rental Period, you must contact us and we will intervene.

The failure of a Borrower to return an Item without making contact to the Lender and without reasonable excuse within [48 hours of the end of the initial Rental Period] is considered to be a breach of our Terms and the Rental Agreement which may

result in the release of the Bond (if any) to the Lender and termination of their account.

You are free to contact the Borrower during this time to discuss the return of the Item.

We are available to be contacted for additional support through this time, should this situation arise.

The Lister may agree to a later drop off time for the return of the Item. If the Lister agrees to a change in time then the drop off time can be changed with no extra fees to be applied. If the Lister does not respond or agree to change the drop off time then the Borrower will be charged late fees as described above.

If the Borrower and Lister agree to extend the Rental Period past 1 time slot (i.e. 1 day for a per day rental) then the standard fee is applied and the Rental Period is extended to a time and date agreed upon. Please understand that late fees may interfere with other scheduled rentals and therefore call for compensation.

6.5 Payments to you

You will receive payment of the Rental Price less our fee ("**Success Fee**").

All payments will be processed through STRIPE. STRIPE will deposit the Success Fee into your bank account.

Our Success Fee is generally 12% of the Rental Price (6% is paid by the Borrower and 6% is paid by the Lister).

6.6 Bonds

[to insert details of Bond once confirmed + release of bond for late returns + deductions for items not returned in the same condition.]

6.7 Our fees

Our current Success Fee is 12% of the total cost of the Rental Agreement. 6% of this fee is paid by the Lister while the remaining 6% is paid by the Borrower. The Borrower pays 3% of this fee at the time the Rental Agreement is concluded and binding on the parties and the remaining 3% at the time the Item is collected. The Lister has its 6% of the total cost of the Rental Agreement deducted at the end of the Rental Period. In calculating the total cost of the Rental Agreement the starting point is the Rental Price, but the total cost may also include any additional rental fees that apply as a result of late returns. All fees are deducted from the cost of the Rental Agreement at the time that payment is made through our Site.

You will be able to review and accept Fees before you list an Item. By using our Services, you agree to pay our Fees.

Some of our Services (such as boosted advertising options or other feature products) have set fees that are not a Success Fee. These fees will be charged at the time the Listing is created and are not refundable.

We may change our Fees. We will notify you about our Fee changes, usually by Site announcement, and we will generally give you two weeks' notice. If we introduce a new Service, the Fees for that Service are effective at the time the new Service is launched.

From time to time we may offer special or promotional deals ("**promos**") on certain goods, such as a discount on the normal Success Fees, or the chance to list without any Success Fees applying. When we offer these promos, these terms and conditions will continue to apply along with any other terms advertised in connection with the promos.

We understand that sometimes when a Rental Agreement is made through our Site it does not always mean the agreement is completed. In these circumstances, we are usually happy to refund any Success Fee. We may contact you or other Members about a Success Fee refund request that we receive.

All of our fees are inclusive of GST (if any), unless we clearly express our fees as excluding GST.

If you are GST registered and or you are a tax resident of New Zealand for the purposes of GST law, you must list Items and include GST (if any) in the Rental Price.

6.8 Respond to our reasonable requests

We may contact you to request further information about your Listings, if we need to. For example, we may ask you to provide some proof that an Item is in your possession, or that an Item meets any relevant safety standards or laws.

7. Offering and Borrowing

You should only request to rent an Item if you intend to rent the Item. Remember, if the Lister accepts your Offer to rent, payment of the Rental Price, the Bond (plus any agreed shipping) will automatically be made through STRIPE. Once payment is made, the Rental Agreement is formed and you officially become the Borrower, and the Lister officially becomes the Lender.

Once payment of the Rental Price, the Bond (plus any agreed shipping) is received, the Rental Agreement will be concluded and binding on the parties and we will provide your

intended pickup address so the rental can go ahead if pickup is your preferred way of collection. Alternatively, we may provide the Lender's delivery address. We will notify you and the Lender that the Rental Agreement has been successful, and you should promptly make contact with each other.

If you make an Offer to rent which the Lender accepts and you do not make payment within [12 hours], the Offer will be cancelled. If this happens frequently, without a good reason, this will be seen as time wasting and we can exercise our discretion at the time and depending on the situation, we may issue you a warning, or we may suspend or terminate your membership including without giving you any prior warning.

7.1 Use of the Item

As a Borrower, under the Rental Agreement you agree to:

- Only use the Item in a way that is considered to be within the reasonable and standard use of the Item, or in the manner allowed and anticipated in the Rental Agreement.
- Repair or replace (or pay for repair or replacement) for any damage or loss to any Item incurred whilst the Item is in your possession. Damage or loss does not include reasonable wear and tear.
- Not re-lend or re-hire any Item to another person without the express written permission of the Lender in the Rental Agreement. The re-lending or re-hiring of any Item is considered to be outside of the expected reasonable use of the Item.
- To return the Item in its issued/received condition.
- The Borrower agrees to return the Item on or before the end of the Rental Period as agreed in the Rental Agreement. If you cannot return the Item at the agreed time, you agree to communicate in advance to the Lender any likely inability to do so. In such a case, the Lender and the Borrower must try to agree on an appropriate, fair, and workable resolution. If the Item is not returned by the end of the Rental Period, an additional rental charge will be automatically applied at a rate equivalent to the price per day (or half-day, if applicable), until the Item is returned, an alternative arrangement is negotiated, or 48 hours have passed since the end of the initial Rental Period. This charge will be automatically deducted through STRIPE if the Lender notifies us, through the Site, that the Item was not returned on time. If no contact is made and the Item is not returned within 48 hours, the Lender must contact us, and we will intervene to resolve the issue. The inflated price for late returns is set at 1.5 times the standard rental rate to reflect

any inconvenience to the Lender. This amount, less our fees, will be provided to the Lender as a Success Fee.

- A failure to return an Item without making contact to the Lender and without reasonable excuse within [48 hours of the end of the initial Rental Period] is considered to be a breach of our Terms and the Rental Agreement which can result in the release of your Bond to the Lender.
- Repair or replace (or pay for any repair or replacement) for any damage or loss to an Item incurred whilst the Item is in your possession. Damage or loss does not include reasonable wear and tear.
- Accept that any Bond placed at the beginning of the Rental Period will be forfeited in the event of any damage or loss to any Item arising whilst the Item is in your possession.

We realise that sometimes, situations arise where it is no longer practical to return the Item within the agreed Rental Period. Our advice here is to always be reasonable and always make contact with the Lender ahead of the end of the Rental Period.

7.2 Bonds

7.3 Bonds provide security for the Lister to ensure that the Item is returned in the same condition that it was supplied. A Bond is paid at the time of renting by the Borrower and is returned upon successful completion of the Rental Period provided that the Item is returned in the same condition. The amount of the Bond is determined by the Lister at the time of listing and covers all reasonable foreseeable damage. This Bond is held in escrow during the Rental Period and is either returned to the Borrower or paid out to the Lister depending on the condition of the Item. In the event of an Item being stolen the Bond is forfeited to the Lister.

7.4 Paying by STRIPE

While we help facilitate payment for the rental of Items through our Site via STRIPE. We are not involved in the transaction itself and at no point do we hold money for either party.

[refunds – process]

We use STRIPE's infrastructure to facilitate payments. STRIPE has systems in place to reduce the risk of debit card and credit card fraud, but we are not responsible for protecting you from debit card or credit card fraud. STRIPE's fraud protection systems

may block legitimate debit card and credit card payments from time to time. We understand this can be frustrating but hope you will understand that the cause is worthwhile. If we block your legitimate debit card or credit card payment, you will need to pay by other means.

8. Feedback

Feedback is provided to facilitate renting between Members, and helps us to ensure a great experience for all Members.

We take feedback seriously and we hope you do too. The feedback you provide on other Members must not contain offensive, defamatory or retaliatory language or content. What's 'offensive'? We mean anything we find offensive, in our opinion. We will remove any infringing feedback that we become aware of, but we hope that you will be considerate and constructive.

Any feedback should relate to the specific transaction and not any other transaction.

9. Resolving problems

9.1 Disputes with a rental or another Member

You agree to try to resolve any disputes you have with other Members directly with them.

We do try to offer help and information where we can, but please keep in mind that we are not a party in any transaction between you and another Member, and there is only so much we can do.

Because we care about our Members' privacy, if you are taking a dispute with another Member to the Disputes Tribunal or other tribunal or committee, we will not release that Member's details without their prior written consent.

9.2 Disputes with us or our Service

If you have a dispute with us, please get in touch and we'll try to resolve it informally. If we need to contact you about a dispute, we will use the last email address you gave us or any other reasonable method. If we have not been able to resolve a dispute informally, either party can look to resolve a dispute or seek any remedy available through any legal method available.

The Commerce Commission is responsible for enforcing a number of consumer laws, including the Fair Trading Act (which prohibits false and misleading behaviour). If you have a complaint about RentIt being misleading, you can [refer it to the Commission](#).

The [Advertising Standards Authority](#) is a self-regulating body for the advertising industry, dedicated to ensuring advertising is socially responsible, truthful, and not misleading. If you have concerns about any "RentIt" advertising, you can [submit these to the ASA](#).

"RentIt" is proudly Kiwi and our Terms are governed by the laws of New Zealand. If there is a dispute, it will be resolved in New Zealand.

9.3 Our Services and system may not always be available

We work hard to ensure the security and performance of our Services but we do not guarantee that our Services will be 100% secure, uninterrupted or error-free. We provide our Services on an 'as is' basis, without any warranty of any kind. That means your use of our Services is at your own risk. It also means that we exclude and disclaim all implied warranties, to the extent that we legally can, such as fitness for purpose, merchantability and non-infringement.

If you are using our Services for a personal purpose, then nothing in our Terms limits any consumers' legal rights that may not be waived or limited by contract.

Any information or advice that we may give you regarding or during your use of our Services is also subject to the disclaimers in our Terms and will not create any warranty that is not expressly given in these Terms.

9.4 Our liability to you is limited

To the maximum extent permitted by law, you assume full responsibility for any loss or damage that results from your use of our Site and our Services. We will not be liable to you or any other person in connection with our Services, our Site, your use of our Services or our Site, or another Member's acts or omissions, whether for negligence, breach of contract, breach of statutory duty or otherwise. We will not be liable for anything that is outside of our reasonable control. We will not be liable for any loss or damage, whether direct or indirect. For example, we will not be liable for loss of profits, loss of business or anticipated savings, general or special damages, or consequential or incidental loss.

9.5 We are not a party in any transactions between Members

As mentioned in clause 1.1 of these Terms, other than providing our Site as a venue, we do not take any part in the rental of Items on our Site. All transactions and other contacts between you and other Members is entirely at your risk.

That means that we are not liable or responsible for:

- the safety, quality or legality of any Items that are listed on the Site, or the accuracy or truth of any Listings;
- any guarantees or assurances that a Lender has made regarding an Item they have listed, including any implied warranties.

Further we give no guarantee or warranty:

- that any Item listed on our Site will meet your requirements or expectations;
- in relation to Items listed or rented on our Site; or
- that any information posted on our Site, including feedback, is error-free or reliable.

9.6 We are not responsible for Member conduct on our Site

We do not control our Members (and would not want to), nor do we pre-screen every Listing, feedback or other communication before it is posted on our Site. Because of this, we take no responsibility for any misconduct of our Members. For example, we are not liable if:

- a Member has registered under false pretences or has attempted to defraud you;
- a Listing is inaccurate or untrue, or if the Lender does not have the right to rent the Item to you (e.g. if they do not own the Item);
- a Borrower fails to complete a transaction, including where they pay (or have tried to pay) by credit card.

Despite this, we may be able to assist you. Please get in touch.

9.7 We have broad rights and remedies if our terms are breached

Without limiting any other rights and remedies available to "RentIt", we may limit your activities on the Site, remove your Listings or other content, warn other Members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you (and your affiliates), if you breach our Terms, or where we consider it appropriate.

If we do not immediately take action on a breach of our Terms, that does not mean we are giving up any rights to do so and we can take action later.

9.8 You agree to hold us harmless in the event you cause us loss

You agree to indemnify us and hold us harmless against any claim made by yourself or any third party that is in any way related to:

- your access to or use of our Site or our Services;
- your failure to complete a transaction;
- your rental or attempted rental of an Item that is prohibited under these Terms;
- your breach of these Terms; or
- any content or Item that you submit, post, transmit or make available through our Services.

Your indemnity under this clause covers all losses, damages or expenses (including legal costs) that we may suffer or incur.

10. About our Terms [Drafting Note – should this be at the front?]

10.1 The Terms cover our Services and include Specific Terms

Our Terms, our **Privacy Policy** and all terms posted on our Site govern your use of our Services, and are the terms that we offer our Services to you. Please read them carefully.

Our Terms make up the entire agreement between us in relation to our Services and apply instead of any prior version of any of our Terms. Where there is a conflict between our Terms and any Specific Terms, the Specific Terms will take priority to the extent of the conflict. [Drafting Note – what is “Specific Terms”]

By browsing our Site, using our Services or registering as a Member you are agreeing to these Terms. If you do not accept our Terms, you must immediately stop using our Services or browsing our Site.

10.2 How to read our Terms

Headings are provided only to make our Terms easier to read and understand. The fact that we wrote our Terms will not affect their interpretation or be held against us.

We have provided examples in our Terms to help explain what we mean. Where we have provided examples, or where we say 'includes' or 'including', the examples given may not be all possible examples.

If it turns out that part of our Terms are not enforceable, then that part will be removed or edited as little as possible, and the rest of our Terms will continue to apply.

Some words used in our Terms have special meanings. We have set these out at clause 2.

10.3 We can change our Terms on notice

We may update our Terms from time to time by an announcement on our Site, or other notice. For significant changes, we may notify you directly via email. Occasionally urgent changes may be required, but we will generally give you at least two weeks' notice to give you an opportunity to review the changes before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Services. If you do not agree to any updated Terms, you must stop using our Services.

We encourage you to view this page from time to time for the latest Terms.