

LITTLE BIG SHED RENTAL AGREEMENT

Little Big Shed is an Online Site that connects you with people in your community who are interested in renting your items from you!

Do you need some tools for a DIY project or equipment for a camping trip? Don't want to spend a fortune purchasing these items you may only use once or twice? Or don't have space to store them? If this sounds like you, then Little big Shed's online site is perfect for you!

By using the Little Big Shed online site ("**Online Site**"), as either a Lender or a Borrower, you agree to be legally bound by this rental agreement, so please make sure that you carefully read the terms and conditions.

1. LENDER AGREEMENT

All Lenders agree:

- (a) that they are the owners of the Hire Item;
- (b) any Hire arrangement is a contract solely between the Borrower and the Lender;
- (c) they will accurately and clearly describe the Hire Item and ensure that all photographs of the item truly and accurately depict the Hire Item. Lenders must provide as much information as possible regarding the Hire Item to ensure that the condition of item is clearly and accurately described;
- (d) where appropriate, to provide the Borrower with instructions on how to use the Hire Item in the appropriate manner to ensure the safety of the Borrower;
- (e) that the Hire Item Listing will be free from any discriminatory, defamatory or maliciously false information and will not contain any offensive or explicit material;
- (f) that Little Big Shed may, but has no obligation to, review the use of the Online Site by you and may in its absolute discretion delete, edit, refuse to post or remove in whole or part any information or material uploaded or posted using the Online Site. Little Big Shed may also in its sole and absolute discretion suspend or terminate a Lender's use of the Online Site in the event Little Big Shed considers a Lender to be in breach of these terms and conditions;
- (g) The Lender warrants that the Hire Item is in good working order and fit for the purpose of use;
- (h) The Lender warrants that the Hire Item meets the necessary standards, including safety standards, such as a test and tag for electrical items.

2. BORROWER AGREEMENT

All Borrowers agree:

- (a) any Hire arrangement is a contract solely between the Borrower and the Lender;
- (b) a Hire Item must be returned to the Lender on or before the specified time in the booking as the Hire Return Date (eg. 5pm), unless otherwise agreed in writing between the Borrower and the Lender;
- (c) they are solely responsible for ensuring the use of appropriate personal protective equipment;
- (d) they have the necessary training to operate the borrowed item safely and responsibly;
- (e) Little Big Shed and Lenders are not liable for any injury or damage caused to or by a Borrower;

- (f) Lenders are not responsible for any damage caused to the Hire Item, directly or indirectly, in the Borrower's home or location in which the Hire Item is being stored and operated, including surrounding items, people, personal property or the Borrower themselves;
- (g) To accept all responsibility for any damage caused howsoever to themselves, the Hired Item or any property;
- (h) The Borrower must have any required licencing or certification to be able to use/operate the Hire Item(s) and must provide copies of which to the Lender before the Hire.

3. LITTLE BIG SHED LIABILITY

The Lender and Borrower acknowledge and agree that the Little Big Shed online site is not liable to both the Borrower and the Lender for any costs, including loss of trade or profit incurred or suffered by the Lender or the Borrower as a result of the Hire of the Item(s), whether it be because of delayed or incorrect delivery of any item ordered, or any other reason.

4. LENDER ACCEPTANCE AND UNDERTAKINGS

- 4.1. Lenders accept and undertake that use of the Little Big Shed Online Site is provided strictly on condition that a Lender does not do any of the following:
 - (a) transmit any information or material which is knowingly incorrect, misleading or deceptive;
 - (b) transmit any racist, sexist, defamatory, infringing, obscene, abusive, indecent or unlawful information or any material otherwise deemed by Little Big Shed to be threatening, hurtful or otherwise inappropriate;
 - (c) transmit spam, chain letters, contests, junk mail, surveys or other mass messaging;
 - (d) use the Online Site for any unlawful purpose;
 - (e) post or upload files that contain software or other material or information in breach of any person's intellectual property or privacy rights.
 - (f) upload files that contain viruses, corrupted files, worms, defects or any other similar software or programs that may damage the operation of another's computer or damage any of Little Big Shed's infrastructure;
 - (g) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
 - (h) advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters other than as approved by Little Big Shed;
 - (i) download any file posted by another User of the Online Site that you know, or reasonably should know, is unlawful or contrary to these terms and conditions;
 - (j) excessively use the Online Site in a manner which may hinder or prevent Little Big Shed from providing services to any other persons or which may threaten the integrity or use by any person of the Little Big Shed Online Site; or
 - (k) authorise, aid, abet encourage or incite any person to do any of the above acts.
- 4.2. Little Big Shed may choose not to accept any Hire Item submitted to the Online Site.
- 4.3. Little Big Shed may limit the number of Hire Items submitted to the Online Site.
- 4.4. To the extent permitted by law, Little Big Shed reserves the right to keep all records of any and all transactions and communications made through its Online Site between you and other

Users (including conversations, User posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving Little Big Shed.

5. ONLINE USE, COPYRIGHT AND LICENCE

5.1 Each Lender and Borrower acknowledge and agree that Little Big Shed cannot and does not represent, warrant or guarantee that:

- (a) the Online Site will be free from errors or defects;
- (b) the Online Site will be accessible at all times;
- (c) messages sent through the Online Site will be delivered promptly, or delivered at all;
- (d) information received or supplied through the Online Site will be secure, accurate, true or confidential.

8.1 In consideration of Little Big Shed allowing you to access and use the Little Big Shed Online Site you grant to Little Big Shed a non-exclusive, payment free, perpetual, irrevocable licence to reproduce, modify, delete, adapt and publish any material you post, upload or otherwise transmit via the online site and to sub-licence the same for such purposes as Little Big Shed determines from time to time (subject to the Little Big Shed Privacy Policy) for a period of 12 months.

8.1 You warrant that you have all necessary rights in the content that you contribute, the content is not defamatory, that it does not infringe any law and you indemnify Little Big Shed, its officers, agents and contractors against any liability, loss, claim or demand arising out of or in respect of a breach of that warranty. You waive any moral rights you may have in relation to the material.

6 LENDER AND BORROWER OBLIGATIONS

Each Lender and Borrower agrees:

- (a) they will ensure that their Account does not display any personal contact information at any time such that it can be viewed by any other User.
- (b) not give your contact details to any other User and to only correspond with Users through the Online Site;
- (c) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (d) not to share your account or login details with any other person and that any use of your account or login by any other person is strictly prohibited. You must immediately notify Little Big Shed of any unauthorised use of your account, login, password or email, or any other breach or potential breach of the security of the Online Site;
- (e) not use the Online Site for any purpose other than for making arrangements to lend or borrow Hire Items;
- (f) not to act in any way that may harm the reputation of Little Big Shed or associated or interested parties or do anything at all contrary to the interests of Little Big Shed or the Online Site; and
- (g) not to make any automated use of the Online Site and you must not copy, reproduce, translate, adapt, vary or modify the Online Site without the express written consent of Little Big Shed.

7 DAMAGED OR NON-RETURNED ITEMS

- 7.1 Little Big Shed is not responsible for damaged items or loss of any Hire Items.
- 7.1 If a Hire Item is damaged or unclean beyond what is expected due to reasonable wear and tear, then the Borrower must pay all costs associated with cleaning or repairing the Hire Item.
- 7.2 If the Lender determines, in its absolute discretion, that the Hire Item is damaged beyond repair, or the Hire item is not returned, then the Borrower must pay the replacement fee (shown on all Hire Items at the time of booking) to compensate the Lender for the loss of the item.

8 ACCOUNT OPENING

- 8.1 As part of the Account opening process, you will be asked to provide personal information and details, such as your email address, first and last name, preferred Username, a secure password, billing, postal address, mobile phone number, and other information as determined by Little Big Shed from time to time ("**Personal Information**"). We will deal with any Personal Information in accordance with our Privacy Policy.
- 8.2 Once you complete an application for an Account, Little Big Shed may, in its absolute discretion, choose to accept you as a registered User of the Online Site and provide you with an Account.
- 8.3 Little Big Shed may, in its absolute discretion, suspend or cancel your Account for any reason, at any time, including for any failure to comply with these terms and conditions.

9 PAYMENT

- 9.1 There is no service fee to use Little Big Shed.
- 9.2 Stripe is the verified third-party payment provider.
- 9.3 As a Lender, the only cost of using Little Big Shed is a 2.9% processing fee + 30c transaction fee charged by Stripe, our third-party payment provider. This amount is deducted from what you get paid each time your item is rented out.

10 CANCELLATIONS AND REFUNDS

- 10.1 If a party wants to cancel an order after it has been confirmed by the Lender, the cancelling party must promptly notify the other party through the in-app chat.
- 10.2 If a Borrower cancels an Order after it has been Confirmed by the Lender, they will forfeit any Third-Party Payment fees. If a Borrower cancels more than 24 hours before the Hire Item is due to be delivered by the Lender then there is no fee, other than the Third-Party Payment fees. If a Borrower cancels less than 24 hours before the Hire Item is due to be delivered by the Lender, the Borrower loses 50% of their deposit. The Borrower will also only be refunded 80% of your initial borrow deposit to account for our handling fees.
- 10.3 If a Lender cancels an Order after it has been Confirmed by the Lender, the Online Site will:
 - (a) refund the full Hire Fee to the Borrower (inclusive of all fees);
 - (b) add a penalty fee to the Lender's account covering the Third-Party Payment Fees incurred by the Borrower and the Commission Amount. All penalty fees will be deducted from the Lender's next payment in the next Lender Payment Run.
- 10.4 If Little Big Shed determines that a Lender has made an unreasonable amount of cancellations, Little Big Shed may cancel the Lender's Account and request payment of any outstanding fees, which the Lender agrees to pay within 14 days.
- 10.5 If an item is substantially different as advertised by a Lender (including being damaged or not working), and a Borrower wishes to seek a refund, the Borrower must notify the Lender and Little

Big Shed through the Online Site within 12 hours of pickup of the item. The Borrower is required to inspect the item for safety before use. If it is agreed that the item is in a substantially different as advertised, Little Big Shed will:

- (a) refund the full Hire Fee to the Borrower (inclusive of all fees);
- (b) add a penalty fee to the Lender's account covering the Third-Party Payment Fees incurred by the borrower and the Commission Amount. All penalty fees will be deducted from the Lender's next payment in the next Lender Payment Run.

- 10.6 If the parties cannot agree whether the Hire Item is substantially different to as advertised, the parties must use their best endeavours to resolve the issue.
- 10.7 If Little Big Shed determines that a Lender has received an unreasonable amount of substantially different item returns, Little Big Shed may cancel the Lender's Account.
- 10.8 Once an Order has begun an Order is non-refundable.

11 THIRD PARTY CONTENT

The Little Big Shed Online Site may contain text, images, data and other content provided by a third party and displayed on the Online Site ("**Third-Party Content**"). Little Big Shed accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of any Third-Party Content.

12 DISPUTES BETWEEN USERS

In the event of a dispute, Little Big Shed reserves the right to withhold payment to either party until the dispute is resolved by the parties or by a mediator or arbitrator.

13 LITTLE BIG SHED'S LIABILITY IS LIMITED

- 13.1 Little Big Shed's Online Site enables the introduction of Borrowers and Lenders for the purposes of lending and hiring items. Little Big Shed simply collects a commission in consideration for providing this Online Site and does not have any obligation or liability to Borrowers and Lenders in relation to such items or otherwise resulting from the introduction.
- 13.2 Other than as set out in this clause, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services provided by Little Big Shed are hereby excluded.
- 13.3 Except to the extent that liability cannot be excluded, Little Big Shed, will not be liable to you for claims arising out of or in connection with your access and use of the Little Big Shed's Online Site and related services whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute;
- 13.4 To the full extent permitted by law, Little Big Shed will not be liable to you for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.
- 13.5 For the purposes of this section, the term "Little Big Shed" will mean Little Big Shed, KSIT Investments Pty Ltd ACN 638 303 509 its officers, employees, contractors and agents, whether individually or collectively.
- 13.6 Little Big Shed does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Online Site. All Users must take their own precautions to ensure that the process they employ to access the Online Site

does not expose them to the risk of viruses, malicious computer code or other forms of interference

13.7 These terms and conditions will survive the expiration or termination of this agreement.

14 TERMINATION

14.1 Little Big Shed reserves the right to terminate a User's access to any or all of the Online Site (including any Hire Items) at any time without notice, for any reason.

14.2 If a User's use of the Online Site is terminated:

- (a) the User's access to the Online Site will be revoked; and
- (b) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and Hire Items or requests).

14.3 Should the terminated User have any remaining funds in their Account, they will receive any payment owing in the next payment cycle, less any penalty fees owing to Little Big Shed.

14.4 Users may terminate their use of Little Big Shed at any time.

15 LITTLE BIG SHED AND YOUR PRIVACY

By using the Little Big Shed Online Site, you agree to the Little Big Shed [Privacy Policy](#) which sets out how Little Big Shed collects, uses and discloses your personal information.

16 WHAT LAW GOVERNS THIS RENTAL AGREEMENT

This Agreement is governed by and construed in accordance with the laws of New Zealand and you irrevocably submit to the exclusive jurisdiction of the courts in this country.

17 LITTLE BIG SHED MAY CHANGE THESE TERMS AND CONDITIONS

17.1 Little Big Shed may at any time and, in its absolute discretion modify or amend the terms and conditions upon which goods or services are supplied by you including such modifications or amendments in these terms of use and publishing them on the Little Big Shed Online Site. Such modifications will be binding on you once displayed on this web site. You should regularly check the terms and conditions displayed on this web site.

17.2 Little Big Shed may cease to provide you with access to the Little Big Shed Online Site or any of its services without notice.

17.3 All rights not expressly granted are reserved.

18 CONTACT LITTLE BIG SHED

If you have a question, problem or complaint or need to contact us:

Postal Address: Suite A, Floor 8 Harbourview Building, 152 Quay Street, Auckland Central, Auckland, 1010, New Zealand

Email: support@littlebigshed.co.nz

Phone: +64 4 280 2840
