

DATED: **22<sup>nd</sup> November 2018**

BETWEEN

**Ufinance Ltd**

("the Company")

A N D

**Joe Bloggs**

("You")

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**RELOCATABLE UNIT AGREEMENT**

**CK#204**

**10 x 2.8m Transportable Unit**

The above named unit comes with a building permit which only covers the unit. Resource consents, site permits and piles are the responsibility of the customer.

Ufinance Ltd is only responsible for delivering the unit.

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**1. General**

- 1.1 The Company has agreed to sell You and You have agreed to purchase from the Company, a re-locatable unit ("the Unit") at the purchase price ("the Purchase Price") set out in the annexed Disclosure Statement ("the Disclosure Statement") and on the terms set out in this agreement ("Agreement"). By signing the Disclosure Statement You are deemed to have agreed to the terms of this Agreement.
- 1.2 The Purchase Price shall be payable by You to the Company by way of weekly instalments, such instalments to be in part payment of the Purchase Price.
- 1.3 You shall also pay interest to the Company by way of weekly instalments on the unpaid balance of the Purchase Price at the annual interest rate and in the manner set out in the Disclosure Statement.
- 1.4 The instalments payable under clause 1.2 and the interest payable under clause 1.3 shall be paid by You to the Company in one weekly payment by automatic payment without any deduction whatsoever or if requested by the Company, by direct debit.
- 1.5 The weekly payment amount payable by You to the Company under this clause 1 is set out in the Disclosure Statement, such weekly payment amount to be applied by the Company first in payment of the interest due under clause 1.3 and secondly in payment of the instalments due under clause 1.2.
- 1.6 You shall, in addition to the weekly payment amounts, pay to the Company all fees and charges set out in the Disclosure Statement.
- 1.7 If You fail to make payment of any amount when the same is due, You shall pay interest on the unpaid amount at the annual default interest rate set out in the Disclosure Statement together with the default fees set out in the Disclosure Statement.

**2. Possession of Unit**

- 2.1 In consideration of You making the payments to the Company under clause 1, the Company agrees to grant possession of the Unit to You commencing on the first weekly payment date and expiring on the final payment date as set out in the Disclosure Statement unless earlier terminated pursuant to clause 16.

**3. Ownership of the Unit**

- 3.1 Subject to clauses 3.2 and 17, the Company shall retain full title to the Unit notwithstanding:
  - (a) delivery of the Unit to You;
  - (b) possession and use of the Unit by You; and/or
  - (c) any attachment of the Unit to any land or premises pursuant to clause 6 of this Agreement to facilitate the use of the Unit, subject only to Your rights as a mere bailee of the Unit with a right only to use the Unit in accordance with, and under, this Agreement.
- 3.2 Ownership of the Unit shall immediately pass from the Company to You upon You making payment of the final weekly payment set out in the Disclosure Statement together with making payment of all other monies due and payable under this Agreement.

**4. Accession**

- 4.1 Any additions or improvements which shall be effected to the Unit and any fittings or accessories which shall be affixed to the Unit shall become part of the Unit for the purposes of this Agreement.

**5. Insurance**

- 5.1 The Company undertakes to You that the Company will insure and keep insured the Unit for its full replacement value until the Purchase Price is paid in full. You acknowledge that the full replacement value of the Unit may be less than the balance of the Purchase Price payable by You at the time of any loss.
- 5.2 If the Company recovers any amount under an insurance policy, such amount shall be applied to either:
  - (a) if the Unit cannot be repaired or the Company elects not to replace the Unit, repayment of the unpaid balance of the Purchase Price (provided that You will remain liable to the Company for any shortfall between the amount recovered by the Company under a policy of insurance and the balance of the Purchase Price); or
  - (b) in all other cases, repair or replacement of the Unit.
- 5.3 You must immediately notify the Company if there is any loss or damage to the Unit for which the Unit may be insured.

**6. Affixation to land**

- 6.1 You acknowledge that the Unit shall retain its character as a chattel notwithstanding that it is affixed to any land or premises.
- 6.2 If the land or premises where the Unit is located is not owned by You or the land or premises are or become the subject of a mortgage or charge, You shall, without any request from the Company, obtain the irrevocable written acknowledgement of the owner, mortgagee or chargeholder (as the case may be) that:
  - (a) the Unit is not a fixture for the purposes of the land or premises, mortgage or charge;
  - (b) the owner of the land or premises, the mortgagee and/or the chargeholder will not make any claim in relation to the Unit; and
  - (c) the owner of the land or premises, the mortgagee and/or the chargeholder will permit the Company (whether or not there has been any default in relation to the land or premises or under the mortgage or charge) to enter upon the land or premises and to remove the Unit.

6.3 You shall indemnify the Company against any claims, expenses or losses incurred by the Company as a result of Your failure to obtain the relevant irrevocable written acknowledgements referred to in clause 6.2 or as a result of the respective owner, mortgagee or chargeholder (as the case may be) failing to comply with the irrevocable written acknowledgement which they had previously given.

## 7. Location of Unit

7.1 The Company shall deliver the Unit to the land or premises as agreed between You and the Company and the Unit shall remain at such land or premises for the duration of the term of this Agreement.

## 8. Operation and care

8.1 You have inspected the Unit and enter into this Agreement in reliance upon Your own judgement as to the quality of the Unit and the fitness of the Unit for Your purposes.

8.2 The Unit has been manufactured by Cabin Kings Limited. Upon transfer of the ownership of the Unit to You under clause 3.2, the Company shall transfer You the benefit of all warranties provided by Cabin Kings Limited in relation to the quality of the Unit. You acknowledge that the Company does not guarantee that the Unit is of any particular quality.

8.3 You must at all times keep and maintain the Unit in good and substantial repair (normal wear and tear excepted). If any element of the Unit is damaged or has a fault that is not covered by the supplier's warranty, it is Your responsibility to repair or replace the damaged or faulty item at Your own cost. If You ask the Company to repair or replace any item that is not covered by a supplier's warranty, then You must pay the Company's costs of doing so.

8.4 You shall fully comply with all instructions and recommendations given by the Company concerning the Unit's maintenance and use.

8.5 You shall not make any additions, alterations or changes to the Unit whatsoever without the Company's consent. Any additions, alterations or changes made to the Unit shall belong to the Company.

## 9. Repair

9.1 If the Unit requires repairs, You shall forthwith notify the Company and shall permit the Company to arrange the repairs. All repairs shall be at Your expense unless such repairs are required within one year of Your possession of the Unit, (Brand New units only) in which case the repairs shall be at the Company's expense provided however that all repairs shall be at Your expense where the same are required due to Your wilful damage or neglect. The Company shall be entitled to possession of the Unit for the purpose of effecting repairs.

9.2 Subject to clause 9.1, You shall forthwith upon demand by the Company pay to the Company all costs and expenses incurred by the Company for repairs.

## 10. Compliance

10.1 You shall comply with, and shall ensure every occupier of the Unit complies with, the provisions of all statutes and all rules or regulations in force in relation to the Unit or its use.

10.2 You shall, in addition to Your obligations under clause 10.1, comply with the provisions of all statutes and all rules or regulations in force including complying with any land covenants applicable to the land or premises together with the obtaining of all necessary permits and/or consents required from any local or regional authority in relation to the Unit and its placement upon the land or premises.

## 11. Inspection

11.1 You grant the Company the right, at all reasonable times, upon the Company giving You reasonable notice and without unduly interfering with Your use of the Unit, to:

- (a) enter with its employees, agents and experts upon or into the land or premises where the Unit may be;
- (b) inspect the state of repair of the Unit;
- (c) observe the use of the Unit; and
- (d) do any act, matter or thing which may be required to give proper effect to the terms of this Agreement or to protect the Company's rights in the Unit.

11.2 If in the opinion of the Company an emergency arises, the Company shall not be required to give notice to You as otherwise provided in clause 11.1 for inspection and the prohibition on the Company unduly interfering with Your use of the Unit will not apply.

## 12. Indemnity

12.1 You shall indemnify the Company against all costs, damages, losses or liabilities which may arise in respect of the Unit, its use or operation by You or by any other party. You shall also indemnify the Company against all costs, damages, losses or liabilities which may arise as a result of Your failure to comply with Your obligations under this Agreement.

12.2 You irrevocably appoint the Company to be Your attorney and to do on Your behalf anything that You ought to do under this Agreement.

### 13. Personal Property Securities Act

13.1 This Agreement hereby creates a security interest in the Unit in favour of the Company as security for payment of all amounts owing by You to the Company under this Agreement and for the performance by You of all of the Your obligations under this Agreement (hereinafter called "Your Indebtedness and Obligations"). For the purposes of section 36(1)(b) of the Personal Property Securities Act 1999 (hereinafter called "the PPSA"), and to ensure maximum benefit and protection for the Company by virtue of section 36(1)(b)(iii) of the PPSA, You agree to grant to the Company, as security for Your Indebtedness and Obligations, a security interest in the Unit.

13.2 You shall pay on demand the costs of and incidental to the registration of a financing statement relating to the security interest in the Unit as set out in the Disclosure Statement.

13.3 You waive Your right to receive a verification statement confirming registration of a financing statement relating to the said security interest.

13.4 You agree that nothing in sections 114(i)(a), 133 and 134 of the PPSA shall apply to this Agreement or the security interest created herein and waive Your rights under sections 121, 125, 129, 131 and 132 of the PPSA.

13.5 You give Your irrevocable authority to the Company to enter upon any land or premises on which the Unit is situated to remove the Unit in the event of Your default of Your obligations under this Agreement or upon termination of this Agreement by the Company pursuant to clause 16.

### 14. No dealings with Unit

14.1 You shall not, without the Company's prior written consent, agree, attempt, offer, or purport to sell, assign, sublet, lend, pledge, mortgage, bail, let on hire or otherwise part with or attempt to part with possession of the Unit or otherwise deal with the Unit.

14.2 You shall not, without the Company's prior written consent, suffer any encumbrance, charge or lien of any kind to arise or remain on the Unit or any part of the Unit.

### 15. Quiet enjoyment

15.1 If You duly and punctually perform all of Your obligations under this Agreement, You may peaceably possess and enjoy the Unit during the term of this Agreement without any interruption or disturbance from the Company or any other person or persons lawfully claiming by, from or under the Company.

### 16. Termination of Agreement

16.1 The Company may repossess the Unit and terminate this Agreement by 10 working days written notice if the following events (hereinafter called "default events") occur:

- (a) You fail to pay any money payable under this Agreement on the due dates for payment;
- (b) You fail to perform or observe any of the covenants or provisions of this Agreement;
- (c) distress, execution or a warrant to seize is issued against, or a lien is claimed, in respect of the Unit or the Unit is otherwise at risk;
- (d) any Court judgment against You remains unsatisfied for more than seven days;
- (e) if distress is levied against Your property or against the land or premises where the Unit is situated;
- (f) if You have made any fake, inaccurate or misleading statement to the Company with regard to entering into this Agreement;
- (g) if You become insolvent or are made bankrupt or if You make an assignment to or composition with Your creditors, or, if You are a corporate body and a resolution is passed or a petition filed for Your winding up other than for the purpose of reconstruction or amalgamation or if You become subject to the appointment of a receiver.

16.2 Termination of this Agreement by the Company pursuant to clause 16.1 shall not release You from any liability in respect of any breach or non-observance of any of the provisions contained or implied in this Agreement and is without prejudice to the Company's right to claim damages pursuant to clause 16.3 of this Agreement.

16.3 If this Agreement is terminated by the Company pursuant to clause 16.1, the Company may, at any time thereafter, demand immediate payment of all or any of the following:

- (a) all money then due and payable by You under the Agreement;
- (b) the repossession fees and charges as set out in the Disclosure Statement, subject to change at the Company's discretion;
- (c) all costs and expenses incurred by the Company in enforcing its rights powers and remedies under this Agreement; and
- (d) interest on all money payable under this provision from the date of termination to the date of payment at the annual default interest rate set out in the Disclosure Statement.

16.4 If this Agreement is terminated by the Company pursuant to clause 16.1, You immediately forfeit to the Company all monies paid by You under clause 1 of this Agreement.

### 17. Full Prepayment of Purchase Price

17.1 You may make a full prepayment of the unpaid balance of the Purchase Price at any time during the term of this Agreement upon giving no less than 20 working days notice in writing to the Company. You shall, in addition to making a full prepayment of the unpaid balance of the Purchase Price, pay interest at the annual interest rate set out in the Disclosure Statement on the unpaid balance of the Purchase Price to the date of full prepayment together with all other monies owing to the Company under this Agreement. You shall also pay to the Company the full prepayment fees and charges as set out in the Disclosure Statement, such fees being subject to change at the Company's discretion,

17.2 This Agreement shall terminate upon payment of all amounts referred to in clause 17.1 and ownership of the Unit shall immediately pass from the Company to You for no further consideration.

**18. Exclusions**

18.1 No provision, other than those which are mandatory, shall be implied by statute or at common law or otherwise into this Agreement against the Company.

18.2 No representation or express condition or warranty shall be binding upon the Company unless it is in writing and executed by the Company.

18.3 You acknowledge that You have not been induced to enter into this Agreement by any representation made by or on behalf of the Company.

**19. Costs**

19.1 You shall pay on demand, in addition to all other fees and charges payable by You under this Agreement, a documentation fee as set out in the Disclosure Statement.

**20. Collection, Use and Disclosure of Information**

20.1 You authorise the Company to collect such information from third parties, including credit reference agencies, as may be required in connection with this Agreement.

20.2 You acknowledge that:

- (a) any default by You under this Agreement may be disclosed to credit reference agencies by the Company; and
- (b) under the Privacy Act 1993, You have the right of access to and correction of their personal information held by the Company.

**21. Notices**

21.1 All notices under this Agreement shall be provided to the respective party in person or shall be sent to their respective addresses as set out in the Disclosure Statement.

<b>DEBTOR'S SIGNATURE</b> <b>Signed as Debtor</b>	
_____	_____
	Witness Signature
	_____
	Witness Name
	_____
	Witness Address

<b>CREDITOR'S SIGNATURE</b> <b>Signed on behalf of Creditor</b>	
_____	_____
Signature	Witness Signature
_____	_____
Name	Witness Name
_____	_____
Title	Witness Address

PERMITS and CONSENTS:

For the avoidance of doubt:

1. The Unit will carry with it a Code Compliance Certificate (CCC) that confirms that the Unit has been constructed in accordance with the plans and specifications that were submitted to the Auckland Council as the consenting authority and upon which the Auckland Council granted a building consent.
2. You must, in accordance with clauses 10, 10.1, 10.2 of the Agreement, comply with all statutes, regulations and local authority rules and to arrange for all necessary consents and permits.
3. Your local consenting authority (usually Your local Council) will advise You on what process You should follow to arrange for these further consents and permits that are likely to be required for all of the onsite work that includes but is not limited to positioning the Unit on the site, constructing suitable foundations, securing the Unit on those foundations, connecting services such as drainage and electricity and the construction of any additional covered areas, decks or attached out buildings.
4. It is Your responsibility to arrange and pay for applications for those consents and permits that Your consenting authority may require, to arrange and pay for the onsite work and to acquire a CCC upon the satisfactory completion of the onsite work.
5. In order for Your consenting authority to grant You a CCC at the satisfactory completion of the onsite work Your consenting authority may require to see the CCC that attaches to the factory constructed Unit. Such a CCC is attached to this Agreement for Your convenience.
6. The Company does not accept any responsibility for the veracity of the CCC issued by the Auckland Council and does not accept any responsibility for the acceptance or otherwise by Your local consenting authority of that CCC in its assessment of the compliance of the Unit in regard to Your application to them.

## Unit Maintenance Requirements

New Zealand is one of the few countries in the world that requires buildings and building components to last for specified minimum periods as part of legislation. It is therefore important that regular, normal maintenance is carried out on buildings to ensure they can meet those legislative requirements.

Regular and normal maintenance is defined as work and/or owner/occupier behaviour that is necessary to achieve the expected durability periods for each building component. The frequency and nature of that maintenance will depend on the material and its location and position within the building; the building system, the building's geographical location, and it may involve the repair or replacement of some components which are subject to accelerated wear.

*Failure to carry out regular and normal maintenance, including keeping the unit rodent and vermin free; may void warranties to the extent they apply.*

Normal maintenance tasks include but are not limited to:

- Ensuring that the unit remains level as this helps maintain building integrity
- Ensuring ground levels and vegetation are maintained around the building edges and are kept well below the external cladding so there is no moisture contact
- Ensuring there are no obstacles around and close to the house as this blocks the ventilation under the unit
- Keeping gutters and spouting clean and free of any blockages so they drain correctly during rain
- Cleaning out cess pits and cut-off drains once a year so they drain correctly
- Washing down external surfaces at least once a year; and where buildings are subject to wind driven salt spray, every six months; as this helps maintain the integrity of the building envelope and reduces mildew and mold levels when sun does not shine directly on to those surfaces
- Cleaning internal surfaces, especially those subject to moisture (bathrooms, kitchens, laundries, etc.) and wipe down the interior surfaces of windows if they are damp from condensation, as this reduces the risk of mildew and mold
- Opening bathroom windows and using the extractor fan (where fitted) whilst showering to reduce moisture levels; opening other windows as often as possible when you are home; and on warm, dry days opening the doors to allow complete air change inside the home
- Removing and cleaning water traps in showers and remove hair and other foreign matter so they drains correctly
- Opening kitchen windows whilst cooking to reduce moisture levels
- Avoiding putting fat or oil down the drains to reduce the risk of blockages
- Using a dehumidifier if available in areas subject to moisture
- Appropriately managing the use of gas heaters as these can result in excessive moisture levels inside the unit
- Cleaning the ranch slider and all interior window tracks so they continue to work correctly
- Ensuring the window and ranch slider drain holes remain clean and free of blockages as this allows condensation drainage to occur
- Ensuring only human waste and toilet paper are put down the toilet
- Ensuring gas and electrical certificates are kept current
- Following industry recommendations on power supply and power usage
- Ensuring all gas units have two bottles installed at all times.