

Client Registration Instruction Notes

You only have to do it once!!

1. Please download and complete the client registration details.
2. Please read, sign and date the Tenant Check Limited Terms Conditions of Engagement.
3. These completed documents are required to be faxed to Tenant Check Operations on +64 9 522 8685 or e-mail to admin@resumecheck.co.nz.
4. When your registration is processed (4 working hours) you will be contacted by e-mail with your Tenant Check Client Number. You will then be able to submit potential tenant/s for screening.

Tenant Check Limited
PO Box 99968, Newmarket, Auckland
Tel: +64 9 522 8684
Fax: +64 9 522 8685
Email: admin@resumecheck.co.nz
Free Phone: 0800 83743

Client Registration Details

Return document to: Tenant Check Limited, Fax: +64 9 5228685 or admin@resumecheck.co.nz

Client Details

Please complete all sections of this form, then sign and date each page.

Client Surname: (Family name)	<input type="text"/>		
Client First Name:	<input type="text"/>	Middle Names:	<input type="text"/>
Current Home Address:	<input type="text"/>		
Drivers License # (5a License)	<input type="text"/>	Drivers License Version # (5b on License)	<input type="text"/>
Telephone Number:	(<input type="text"/>) <input type="text"/>	Mobile Number:	<input type="text"/>
NZPIF Member # (Property Assoc member Number)	<input type="text"/>	E-Mail Address:	<input type="text"/>

Physical Address of Properties to be Tenanted

Physical Address

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

Entity Type That Will Be Used In The Contract (please circle)

Sole Trader Partnership Company Trust Other

Sole Trader and Partnership

Full Name of all Parties

Physical Address

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

Company

Full Name of all Directors

Address

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

Trust

Full Name of all Directors

Address

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

Authorised Signature:

Date:

TENANT CHECK LIMITED TERMS & CONDITIONS OF ENGAGEMENT

PLEASE INITIAL EVERY PAGE OF THESE TERMS AND CONDITIONS, SIGN AND RETURN BY POST AT PO BOX 99968, NEWMARKET, AUCKLAND OR BY FAX TO (09) 522 8685

1. General

- 1.1 The following terms and conditions apply when we, Tenant Check Limited and / or our agents (jointly and severally referred to as "TCL"), supply any tenant verification and/or background verification and/or reference checking services ("Information Services") to personnel or prospective personnel ("Applicant") of your organisation. These terms and conditions shall prevail over your terms and conditions to the intent that any Information Services provided by TCL shall be concluded on these terms and conditions only. Any additional or different terms that you, the Landlord ("Landlord") stipulate or state in any communication with TCL will not bind TCL unless TCL agrees in writing.
- 1.2 Additional terms and conditions may apply to certain services we supply to you. We will tell you if additional terms apply to any service prior to providing such services.
- 1.3 These terms and conditions are accepted on signature by the Landlord or deemed accepted by the Landlord on use of any of the Information Services.

2. Fees & Information Services Supplied

- 2.1 TCL offers a range of fee structures and checking packages.
- 2.2 The selection of Information Services that you may require from time to time will be recorded in a separate Instruction Form, using the form attached as Annexure One. A new Instruction Form will be completed for each Applicant and the completed Instruction Form submitted to TCL for actioning on each occasion. Each Instruction Form shall constitute a new instruction and shall be deemed to have been accepted for actioning by TCL, in the absence of any notification to the contrary from TCL within 1 day of receipt.
- 2.3 Pricing information and services recorded within the Instruction Form is current at the date of these terms and conditions. Fee structures and/or checking packages may however change from time to time from those contained within the existing Instruction Form, and in such case:
- TCL will notify the Landlord by providing a proposed replacement Instruction Form, containing the updated information; and
 - the replacement Instruction Form shall be deemed to have replaced the existing Instruction Form 14 days after TCL's notification, in the absence of TCL receiving written objection within such period.

And for the avoidance of doubt, TCL is entitled to adjust its pricing where a client's advised volume of work does not meet the volume as quoted by the client.

- 2.4 TCL will make all reasonable attempts to contact the nominated information suppliers e.g. referees, educational institutions etc. If after four (4) attempts within one working week the nominated organisation/s or person/s have not responded or declined to provide the information sort or are not suitable to provide the information then the client will be charged the full price.
- 2.5 All stated fees are exclusive of GST and the Landlord shall pay any Goods and Services Tax or other taxes in relation to the provision of Information Services by TCL.

3. Payment

- 3.1 In the absence of alternative arrangements, invoices will be rendered by TCL on the date that the final report is delivered to the Landlord.
- 3.2 Payment is due within 30 days following the date of the invoice, in a manner approved by TCL and without set off or deduction.
- 3.4 All recovery costs incurred by TCL relating to a Landlord's failure to pay by the due date, including full solicitor/Landlord legal costs, disbursements and collection costs shall be payable by the Landlord upon demand.
- 3.5 Where any payment is not made on a due date, then without prejudice to any other rights or remedies TCL may have, TCL may:
- charge interest, by way of liquidated damages, on all overdue accounts at 12% per annum calculated on a daily basis from the date on which payment was due until payment is made, such interest to accrue both before and after judgment;
 - cancel or withhold any Information Services in whole or in part, and retain as liquidated damages any moneys paid by the Landlord (up to a maximum of 10% of the fees) and sue the Landlord for damages;
 - cancel any other order or contract or arrangement between TCL and the Landlord or suspend performance of such order, contract or arrangement pending payment without being liable to the Landlord for any losses (of any kind and whether direct or indirect or consequential) it might suffer.

4. TCL Instructions

- 4.1 You agree to follow our procedures and any other instructions we provide you when you use any of our Information Services. For example, if require Applicants to use our background verification services, there is certain minimum information (regarding the Applicant and Landlord) that our system requires in order that we can supply the Information Service in a meaningful and timely manner.
- 4.2 You agree to provide us with one contact person within your organisation or one contact for each branch of your organisation. That person will be responsible for liaising with us on issues concerning the provision of any Information Services,

and we will be entitled to assume that person has the appropriate authority to make binding decisions on your behalf.

5. Confidentiality

- 5.1 TCL will treat all information supplied by a Landlord as confidential. It is your responsibility to ensure that all information you provide to us about yourself and a Applicant is accurate, up to date and complete.
- 5.2 All information and documentation prepared or supplied by TCL to a Landlord as part of any Information Service ("Confidential Information"):
- is strictly confidential and to be used only for your internal business use and for the purpose for which the information was collected;
 - in particular, the reference checking and employment history information obtained from the referees, is not to be disclosed to the Applicant or any other third party without the prior written authority of the relevant referee and TCL (which will not be unreasonably withheld);
 - is the intellectual property of TCL and cannot, outside of the actual Report(s) produced and provided by TCL to the Landlord, be copied, altered or distributed to any third party without TCL's prior written consent.
- 5.3 For the avoidance of doubt, "Confidential Information" shall include, but not be limited to information relating to pricing fee structures, checking packages and services that TCL offers or provides to a Landlord, whether contained in an Information Form or otherwise.
- 5.4 The Landlord shall immediately return all Confidential Information (which for the avoidance of doubt excludes the actual Report(s) produced and provided by TCL to the Landlord), on TCL's request.
- 5.5 The Landlord indemnifies TCL in respect of any liability which TCL incurs as a result of the Landlord's breach of this clause.

6. Privacy Act

- 6.1 Any Applicant information you provide us with must be provided in compliance with the Privacy Act 1993 ("the Act") and any other laws that apply. By supplying a Applicant's information to us you acknowledge and warrant to TCL that you have gained the informed consent from the subject Applicant and complied with the Act.
- 6.2 You warrant that the use of the Applicant's information by TCL and the subsequent use of that information by TCL for the purposes of the searches requested by you will not be in breach of the Act and any other laws that apply.
- 6.3 You acknowledge to TCL the confidential and proprietary nature of a Applicant's information or any information whatsoever provided to you by TCL and you accordingly undertake:
- to use the information only for the purposes for which it is intended and collected pursuant to the Privacy Act 1993;
 - to keep the source of any information provided to you by TCL confidential.

This obligation of confidentiality will continue indefinitely.

- 6.4 The Landlord authorises TCL to collect, retain, and use personal information about the Landlord and any Applicant for:
- the provision of our Information Services;
 - assessing the Landlord's creditworthiness;
 - disclosing to a third party details of this application and any subsequent dealings it may have with TCL for the purpose of recovering amounts payable by the Landlord and providing credit references.
- 6.5 You agree to promptly co-operate with us if we need to investigate any request for correction of information we hold about you or a Applicant, or if we require your assistance to resolve any complaint about that information held.
- ### 7. Compensation & Liability
- 7.1 TCL strives to ensure that any information it provides to a Landlord is correct and accurate, however TCL makes no representation and gives no assurance, condition or warranty of any kind to a Landlord as to the accuracy of such information supplied. Further TCL in no way warrants the accuracy of any information obtained from either a Applicant, from any third party or a public register.
- 7.2 The Landlord acknowledges and accepts that any decision as to an appointment or otherwise of a Applicant, is done so in its sole discretion and opinion and not on the reliance of information supplied, or any assertion made by TCL.
- 7.3 In no case whatsoever shall TCL be liable to the Landlord (or any other person) for indirect or consequential loss or damage of any kind arising out of or attributable to any breach by TCL of these terms and conditions.
- 7.4 TCL accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms and conditions. The Landlord specifically acknowledges that they are entering into these terms and conditions for business purposes and the provisions of the Consumer Guarantees Act 1993 are excluded. All implied terms, conditions and warranties are excluded from these terms and conditions to the maximum extent permitted by law.
- 7.5 Regardless of the legal basis of any claim of any kind made against TCL, TCL's maximum liability to the Landlord under any circumstances shall not exceed the fee paid or payable for the Information Services supplied by TCL to the Landlord which gave rise to that claim.

- 7.6 TCL accepts no liability for a Landlord's loss or damage (in either case, of any kind and whether direct, indirect or consequential) caused by civil commotion, accidents, fires, floods or other natural catastrophes or "Acts of God", prohibitions or measures of any kind on the part of any governmental or local authority or any other cause beyond TCL's reasonable control.
- 7.7 If TCL suffers loss or incurs liability because information you give us is not accurate, up to date or complete, or is otherwise misleading you indemnify us for that loss suffered or liability incurred and agree to and to pay all costs and damages we incur as a result.

Termination

- 8.1 If the Landlord:
- (a) fails to make any payment due to TCL; or
 - (b) suffers execution under any judgment; or
 - (c) commits an act of bankruptcy; or
 - (d) makes any composition or arrangement with any creditor; or
 - (e) being a company, passes a resolution for winding up or have a receiver appointed over any of its property or have a winding up petition presented against it; or
 - (f) defaults in its obligations under these terms and conditions,

TCL (in addition to any other remedies available at law) may treat its obligations under these terms and conditions as having ceased and any part of a fee then unpaid, together with any other monies owing, whether or not due, shall forthwith become due and payable. Any such termination shall be without prejudice to any claim or right TCL may otherwise possess.

- 8.2 The parties shall continue to be bound by these terms and conditions until either TCL or the Landlord terminates then by giving 30 days written notice to the other.

9. General

- 9.1 TCL may alter or replace these terms and conditions at any time by giving not less than 30 days written notification to the Landlord. All Information Services provided by TCL to a Landlord subsequent to the giving of such notice shall be upon the altered or replaced terms and conditions.
- 9.2 We will send all invoices and notices to either the last postal address, fax number or email address you have given to us. You must tell us if you change any of those contact details.
- 9.3 The Landlord cannot assign its rights, interests or obligations under these terms and conditions without first obtaining the written consent of TCL.
- 9.4 No delay or failure to exercise a right under these terms and conditions prevents the exercise of that or any other right on that or any other occasion.
- 9.5 If any term of these terms and conditions is unlawful and unenforceable, it will be severed from these terms and conditions and the rest of these terms and conditions remain in force.
- 9.6 These terms and conditions supersede any other agreement you have with us for our standard Information Services.

- 9.7 Nothing in these terms and conditions shall be or shall be deemed to constitute an agency, partnership, joint venture, employment or other relationship between the Landlord and TCL.

Agreed to by Landlord Representative (signature):

Name: _____

Position: _____

Company: _____

Date: _____

Agreed to by TCL Representative (signature):

Name: _____

Position: _____

Company: _____

Date: _____