

# EZY Rental Aus Pty Ltd – Terms & Conditions



These terms & conditions (Terms) are part of an agreement governing all rentals and sales which the Renter may request and which may be provided by an EZY Rental entity. The Renter is bound by these Terms because the Renter has requested a rental of Equipment after being given a copy of these Terms; or because the Renter agreed to be bound by these Terms when making an Application. EZY Rental may in its absolute discretion terminate any agreement the subject of these Terms and/or decline to sell or rent Equipment to the Renter at any time. These Terms may be changed by EZY Rental from time to time by giving notice to the Renter. Notice is deemed given (whether or not actually received) when EZY Rental does any of the following: (a) sends notice of the amendment to the Renter at any address (including an email address) supplied by the Renter; (b) publishes the amended terms on EZY Rental's website [www.ezyrentalequipment.com.au](http://www.ezyrentalequipment.com.au).

## 1 Definitions

- 1.1 **"Abuse"** means the continued use of Equipment after any malfunction becomes evident to the Renter, or would have become evident if the Renter had performed the required maintenance checks.
- 1.2 **"Account Facility"** means any billing arrangement agreed between EZY Rental and the Renter, administered in accordance with these Terms.
- 1.3 **"Application"** means any application for an Account Facility of which these Terms form part.
- 1.4 **"Claim"** means a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, however arising and whether ascertained or unascertained.
- 1.5 **"Commencement Date"** means the date the Renter takes possession of the Equipment.
- 1.6 **"Equipment"** means any kind of goods sold or supplied on rent by EZY Rental to the Renter under these Terms including but not limited to:
- (a) Lawn, gardening and cleaning equipment;
  - (b) trailers; and
  - (c) food service equipment.
- 1.7 **"EZY Rental"** means any of EZY Rental Equipment Pty Ltd ACN 101 642 657, EZY Rental Aus Pty Ltd ACN 151 978 737, and/or any of their Related Bodies Corporate and, if the context requires, includes any person acting on behalf of any of them.
- 1.8 **"OEM Manual"** means the manual provided by the original manufacturer of the Equipment.
- 1.9 **"PPS Law"** means the Personal Property Securities Act 2009 (Cth).
- 1.10 **"Purchase Price"** means any amount payable by the Renter to EZY Rental for the purchase of any Equipment.
- 1.11 **"Related Bodies Corporate"** has the meaning given in section 50 of the *Corporations Act 2001* (Cth).
- 1.12 **"Renter"** includes any person acting with the actual or apparent authority of the Renter.
- 1.13 **"Rent Charge"** means the amount payable to EZY Rental by the Renter for the rent of the Equipment determined in accordance with these Terms.
- 1.14 **"Rent End Date"** means in respect of a rent, the date specified in the relevant Schedule.
- 1.15 **"Rent Period"** means the period commencing from the Commencement Date and expiring on the Rent End Date.
- 1.16 **"Schedule"** means a schedule, quote or other document which EZY Rental may issue and/or require the Renter to sign to rent or purchase particular Equipment and which includes particulars of the Equipment, the Rent Period, Purchase Price and such other information as EZY Rental requires.

1.17 **"Security Interest"** has the meaning given in the PPS Law.

## 2 Sales

This clause 2 applies in relation to all sales of Equipment to the Renter including sales under a rent to buy agreement.

2.1 EZY Rental may agree to sell Equipment to the Renter from time to time. EZY Rental may also agree to rent Equipment to the Renter with an option to buy or with purchase to occur at a later time. In that case, clause 3 applies to rent elements of the transaction along with any other provisions relevant to rent.

2.2 The Purchase Price must be paid to EZY Rental in accordance with the relevant Schedule or as otherwise agreed with EZY Rental.

2.3 Risk in Equipment sold by EZY Rental passes on delivery to the Renter. If the Renter fails to take possession of the Equipment within 7 days of being notified that the Equipment is ready for delivery, risk in the Equipment passes to the Renter at the end of the 7 day period.

2.4 Title to the Equipment sold remains with EZY Rental until all monies owing in respect of the Equipment, and all other money owing to EZY Rental on any other account are paid by the Renter. Until such payment is received, the Renter must hold the Equipment as bailee for EZY Rental. The Renter acknowledges that EZY Rental's own financier may have an interest in the Equipment and Renter must not assert any right inconsistent with that interest.

## 3 Rent

This clause 3 applies in relation to all Equipment rented to the Renter.

3.1 EZY Rental agrees to rent the Equipment to the Renter for the Rent Period. The Renter must complete and sign a Schedule and such other documents as EZY Rental may require.

3.2 The Renter must pay EZY Rental the Rent Charge at the time stated in the relevant Schedule or if no time is stated then not later than 7 days following the date of invoice.

3.3 EZY Rental requires the Renter to pay a deposit in relation to the Rent Charge. Unless otherwise agreed by EZY Rental the deposit is for four weeks Rent Charge. EZY Rental will return the deposit within 14 days of satisfaction by the Renter of all obligations to EZY Rental. If the Renter breaches any payment or other obligation EZY Rental may apply and retain the deposit to its own account.

3.4 Payment for the Rent Charge must be made by direct debit, or by any other method as agreed between the Renter and EZY Rental. EZY Rental will debit the Renter's account as specified in the relevant Schedule or when otherwise specified or agreed by EZY Rental.

3.5 Any discount on the Rent Charge or other amounts offered by EZY Rental is automatically revoked upon default by the Renter of these Terms.

## 4 Rent Period

4.1 Rent Charges will apply from the Commencement Date until the later of the Rent End Date or the date that EZY Rental retakes possession of the Equipment or it is purchased by the Renter.

4.2 Subject to clause 4.3, the Renter must pay the Rent Charges during any period in which the Equipment is not in use for any reason, unless otherwise agreed by EZY Rental in writing.

4.3 If the Renter is unable to use the Equipment due to an Equipment breakdown, the Renter must notify EZY Rental of the breakdown immediately. If the Renter has so notified EZY Rental in accordance with this clause 4.3, EZY Rental will not require the client to pay the Rent Charge during the period that the Equipment is not in use, unless the Equipment breakdown



is due to negligence, Abuse, or misuse on the part of or attributable to the Renter.

4.4 EZY Rental may, in its sole discretion, agree to extend the Rent Period on request by the Renter. EZY Rental may require the Renter to sign an amended Schedule for any extension of the Rent Period on such terms as EZY Rental reasonably requires.

## 5 Account Facility and agreed Terms

5.1 The Renter acknowledges and agrees that:

- (a) any Account Facility is a trader's facility and the Renter is a trader requiring the Account Facility predominantly for the purposes of carrying on or in connection with the carrying on or establishing of a trade, business or profession and not for personal domestic or household use;
- (b) if EZY Rental approves an Account Facility, EZY Rental may terminate the Account Facility at any time without any prior notice;
- (c) the full amount of all charges payable by the Renter with an Account Facility to EZY Rental will become due and owing 7 days after the date on which the charges were first invoiced (or such other date as specified in a relevant Schedule or agreed by EZY Rental in writing). The Account Facility is not a credit facility.

## 6 Supply of Equipment

6.1 Any costs of delivery in respect of the Equipment are as indicated in the relevant Schedule. In EZY Rental's sole discretion, the costs of delivery may be:

- (a) included in the Rent Charge; or
- (b) charged in addition to the Rent Charge; or
- (c) charged to the Renter's Account Facility.

6.2 The Renter must make all arrangements necessary to collect or take delivery of the Equipment when it is tendered. If the Renter is unable to collect or take delivery of the Equipment as arranged then EZY Rental will be entitled to charge a reasonable fee for delay.

6.3 Delivery of the Equipment to a third party or collection by a third party nominated by the Renter is deemed to be delivery to or collection by the Renter for the purposes of these Terms.

6.4 If the Equipment is not able to be supplied to the Renter for any reason, EZY Rental may in its sole and absolute discretion supply alternative suitable equipment to the Renter. If the alternative equipment is not suitable, EZY Rental will not be liable for any Claims arising out of inability to supply the Equipment or alternative suitable equipment to the Renter. This is in addition to EZY Rental's rights to decline to rent or sell.

## 7 Risk

7.1 The Renter agrees that all rented or purchased Equipment and its use will be at the sole risk of the Renter and EZY Rental will not be liable for any Claim the Renter may incur or that may arise from any cause whatsoever including any fault or other defect in the Equipment.

7.2 Subject to clause 9, the Renter agrees that the Renter will be liable for all loss, theft, or damage (reasonable wear and tear, as decided solely and absolutely at EZY Rental's discretion, excepted) to rented or purchased Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Renter. The Renter will be liable for the cost or replacement of or repair to the Equipment.

7.3 The Renter accepts full responsibility for and agrees to keep EZY Rental indemnified against all Claims in respect of any injury to persons or damage to property arising out of the use of the Equipment however arising and whether or not arising from any negligence, failure or omission of EZY Rental, the Renter or any other person.

## 8 Access to, and Collection of Equipment

8.1 EZY Rental may inspect, repair, conduct periodic preventative maintenance on, or remove (on the Rent End Date or in the event of any default of the Renter) the rented Equipment at any time and access to the Equipment must be granted for that purpose at the site on which the Equipment is located.

8.2 If EZY Rental is collecting the Equipment at the expiration or earlier determination of the Rent Period, the Equipment must be left in an appropriate, easily identified and accessible area.

8.3 If EZY Rental is unable to access the Equipment for collection for any reason, the Renter must reimburse EZY Rental for

- (a) all lost rent charges; and
- (b) all other costs and expenses reasonably incurred by EZY Rental,

in connection with the Equipment being unavailable.

8.4 The Renter must indemnify EZY Rental for any costs incurred in recovering Equipment whether abandoned, unlawfully detained or otherwise not returned in accordance with these Terms.

## 9 Limited Damage Waiver

9.1 Subject to these Terms, EZY Rental reserves its rights to make a Claim against the Renter in relation to loss of or damage to rented Equipment (**Damage Claim**).

9.2 If the Renter requests a waiver from EZY Rental in respect of damage to rented Equipment (**Damage Waiver**), then EZY Rental may provide the Damage Waiver on such terms and conditions it considers reasonable, including as to any fees or charges to be paid by the Renter for the Damage Waiver. If such Damage Waiver is not requested (and paid for) by the Renter, the Renter will be liable for all loss or damage to the rented Equipment.

9.3 If the Renter has obtained Damage Waiver from EZY Rental, EZY Rental agrees, subject to clause 9.4:

- (a) that the Renter's maximum liability in respect of any Damage Claim by EZY Rental is limited to the greater of:
  - (i) 10% of the list price of the rented Equipment; and
  - (ii) \$500.00; and
- (b) to waive its right to make a Damage Claim against the Renter for any amounts in excess of the amounts set out in clause 9.3(a).

9.4 In the case of theft, the Damage Waiver will not apply until the Renter has provided evidence in such form and to the extent satisfactory to EZY Rental that the Renter took all steps reasonably necessary to protect the rented Equipment from theft and that the Renter promptly reported the theft to the police.

9.5 The Damage Waiver will not apply to any loss of or damage to rented Equipment arising from the following circumstances:

- (a) overloading, exceeding rated capacity, disregard of instructions in manuals or signs on or with the Equipment, misuse, Abuse or improper servicing of the Equipment, lack of lubrication;
- (b) unexplained disappearance of the Equipment;
- (c) misappropriation or wrongful conversion of the Equipment by the Renter, its employees or its agents;
- (d) use or operation of the Equipment other than in accordance with these Terms;
- (e) loss or damage caused by the unlawful use or operation of the Equipment;
- (f) loss or damage to tools or accessories;
- (g) loss or damage to tyres or tubes and batteries or the like and other similar fittings;
- (h) loss or damage to the Equipment occurring for any reason whilst located, used, loaded, unloaded, transported on, over or adjoining water including without limiting the



generality thereof whilst located, used, loaded, unloaded or transported over or on wharves, bridges, barges and vessels of all kinds;

- (i) loss, theft or damage resulting from the Renter's negligent or wilful failure to comply with these Terms.

## 10 Limitations of claims against EZY Rental

10.1 Subject to clause 11, the Renter agrees that EZY Rental is not liable for any special, consequential or indirect loss, damage, cost, expense, harm or injury suffered or incurred by the Renter arising in any way in respect of the rented or purchased Equipment or its use, or in respect of any services and this exclusion of liability applies whether that loss or liability arises at general law or under this document and whether or not including loss or liability arising as a consequence of negligence by EZY Rental or on EZY Rental's behalf.

## 11 Consumer law and other rights

11.1 Some legislation in Australia, including the Australian Consumer Law, provides guarantees and rights which cannot be excluded, restricted or modified or which may in certain cases only be modified or restricted to a limited extent. Nothing in this document excludes, restricts or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability implied by law (including any guarantee, condition, right or liability imposed under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.

11.2 Subject to clause 11.1 and to the full extent permitted by law, EZY Rental's liability in respect of a breach of a guarantee, condition or warranty implied by legislation, including liability for any consequential loss which the Renter or any other entity or person may sustain or incur, will be limited, at EZY Rental's option, to:

- (a) if the breach relates to supply of goods:
  - (i) the provision of a refund; or
  - (ii) replacement of the goods; or
  - (iii) repair of the goods; or
  - (iv) the payment to the Renter of the reasonable cost of having the goods repaired or replaced.
- (b) if the breach relates to services:
  - (i) the provision of a refund; or
  - (ii) re-supply of the service; or
  - (iii) the payment to the Renter of the reasonable cost of having the service re-supplied.

11.3 In the event of any breach of these Terms by EZY Rental, the remedy of the Renter is limited to damages. Subject to clause 11.1, under no circumstances will EZY Rental's liability exceed the Purchase Price or the Rent Charge (as applicable).

## 12 Renter's Responsibilities

12.1 The Renter must, in respect of Equipment rented to the Renter:

- (a) notify EZY Rental immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Renter is not absolved from its obligation to safeguard the Equipment by giving such notification;
- (b) in the event of theft of the Equipment, notify EZY Rental immediately in writing stating the full circumstances of the theft and the time the police were notified;
- (c) satisfy itself on the Commencement Date that the Equipment is suitable for its intended use by the Renter;
- (d) operate the Equipment safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by EZY Rental or posted on the Equipment;
- (e) ensure that all persons operating or erecting the Equipment are suitably instructed in its safe and proper use and where necessary hold a current Certificate of

Competency and/or are fully licensed to operate the Equipment and must provide evidence of the same to EZY Rental upon request;

- (f) comply with all workplace health and safety laws relating to the Equipment and its operation;
- (g) pay for and effect any necessary registration of the Equipment;
- (h) on the Rent End Date or earlier determination of the Rent Period, unless EZY Rental agrees otherwise return the Equipment complete with all parts and accessories in the condition in which the same were delivered to the Renter, fair wear and tear excepted, to EZY Rental;
- (i) keep the Equipment in its possession and control at all times;
- (j) not alter or make any additions to the Equipment including but not limited to:
  - (i) altering, making any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment; or
  - (ii) interfering with the Equipment in any other manner;
- (k) employ the Equipment solely in its own work and not permit the Equipment or any part of the Equipment to be used by any other party for any other work;
- (l) not affix any of the Equipment in such a manner as to cause it to become a fixture forming part of any land;
- (m) perform required checks on the condition of the Equipment and generally maintain the Equipment (including but not limited to any tyres) in good working condition; and
- (n) only use fuel and consumables on the Equipment that have been approved by the manufacturer.

12.2 Immediately on request by EZY Rental the Renter must pay, in such manner as directed by EZY Rental:

- (a) the new list price of any Equipment that is for whatever reason destroyed, written off and not returned to EZY Rental or sold to the Renter under these Terms;
- (b) all costs incurred in cleaning the rented Equipment;
- (c) the cost of repairing any damage to the Equipment caused by the negligence of the Renter;
- (d) the cost of repairing any damage to the Equipment caused by vandalism, Abuse or (in EZY Rental's reasonable opinion) in any way whatsoever other than by the ordinary use (as defined by the OEM Manual and specifications) of the Equipment by the Renter; and
- (e) the cost of fuels and consumables provided by EZY Rental and used by the Renter.

12.3 The Renter must give EZY Rental not less than 14 days' prior written notice of any proposed change of ownership of the Renter or any change in the Renter's details (including but not limited to, changes in the Renter's name, address, telephone or facsimile number, or business practice) and the Renter will be liable for any loss incurred by EZY Rental in connection with the Renter's failure to comply with this clause 12.3.

## 13 Cancellation

13.1 EZY Rental may:

- (a) terminate a rent or a purchase the subject of these Terms; or
- (b) cancel delivery of any Equipment prior to delivery, at any time by giving written notice to the Renter.

13.2 In the event of a cancellation under clause 13.1, EZY Rental agrees to repay to the Renter any sums already paid by the Renter in respect of the Rent Charge or the Purchase Price.

13.3 Other than as provided in clause 13.2, EZY Rental will not be liable for any loss or damage incurred by the Renter arising from such cancellation.

13.4 If the Renter cancels the rent of any Equipment either prior to or during the Rent Period, the Renter will be liable for any loss incurred by EZY Rental as a result of such cancellation



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(including, but not limited to any loss of profits) in respect of the Rent Period stated in the relevant Schedule.

## 14 Liability for Payment

14.1 The Renter agrees to pay:

- (a) all charges, costs and expenses payable to EZY Rental in respect of the purchase or rent of the Equipment or its use in the manner directed by EZY Rental;
- (b) on demand, interest on all outstanding amounts from the due date for payment until the date the outstanding amounts are paid in full, at a rate calculated daily based on the Reserve Bank of Australia cash rate target from time to time plus a margin of six percent per annum after as well as before any judgment;
- (c) any costs of repairing or replacing the rented Equipment required as a result of the Renter's acts, omissions, neglect or default unless otherwise agreed with EZY Rental;
- (d) all costs (including legal costs calculated on a solicitor and own client basis) incurred by EZY Rental relating to any default by the Renter; and
- (e) if any invoice remains unpaid after the due date for payment, the greater of \$20.00 or 10% of the amount overdue (up to a maximum of \$200.00) by way of reimbursement of EZY Rental's reasonable administration costs.

## 15 Default & Termination

15.1 The Renter will be in default of these Terms if:

- (a) it fails to comply with any provision of these Terms or any other agreement between EZY Rental and the Renter;
- (b) it becomes bankrupt or makes any arrangement with creditors for liquidation of debts;
- (c) it is wound up, placed under administration or any administrator, receiver, or receiver and manager is appointed to the Renter.

15.2 If the Renter is in default, then without prejudice to any other rights or remedies EZY Rental may have:

- (a) EZY Rental may terminate any rent or purchase of Equipment between EZY Rental and the Renter and retain all Rent Charge it has received; and
- (b) the Renter must pay to EZY Rental all losses, damages, costs and other expenses whatsoever suffered by EZY Rental as a result of that default including any costs of recovering possession of the Equipment.

15.3 The Renter agrees that the losses and damage recoverable under clause 15.2 include any amount of the Rent Charge which would have been payable but for termination.

## 16 Privacy

16.1 EZY Rental has a Privacy Statement which includes information about how EZY Rental collects, stores, uses and discloses personal information. The Privacy Statement includes information about credit reporting including the details of the credit reporting bodies to which EZY Rental are likely to disclose an individual's credit information. A copy of EZY Rental's Privacy Statement is available upon request or by visiting [www.ezyrentalequipment.com.au](http://www.ezyrentalequipment.com.au)

## 17 Compliance with Laws

17.1 The Renter must comply with all applicable laws (whether applicable to the conduct of the Renter's business or use of the Equipment) in respect of any State or territory in which the Equipment is used by the Renter. The Renter must obtain (at the expense of the Renter) all licences and approvals that may be required in that State or territory in connection with the conduct of the Renter's business or use of the Equipment.

17.2 The Renter must ensure that the site of any works where it uses the Equipment complies with any workplace health and safety laws and any other relevant safety standards or legislation.

## 18 PPS Law

18.1 This clause applies to the extent that EZY Rental's interest in respect of a rent or sale of Equipment provided for in these Terms is a Security Interest.

18.2 The Renter must do anything (such as obtaining consents and signing documents) which EZY Rental requires for the purposes of ensuring that EZY Rental's security interest is enforceable, perfected, and otherwise effective under the PPS Law.

18.3 EZY Rental's rights under these Terms are in addition to and not in substitution for EZY Rental's rights under other law (including the PPS Law) and EZY Rental may choose whether to exercise rights under these Terms and/or under such other law, as it sees fit. In addition to any rights under Chapter 4 in respect of seizure, possession or sale or retention of the Equipment, the Renter agrees that in addition to those rights, EZY Rental will, if there is a default by the Renter, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Equipment, not only under PPS Law but also, as additional and independent rights, under these Terms and the Renter agrees that EZY Rental may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

18.4 To the extent that Chapter 4 of the PPS Law applies to any Security Interest under these Terms, for the purposes of section 115 of the PPS Law EZY Rental and the Renter contract out of any provision of that Chapter which requires EZY Rental to give the Renter any notice or statement or period to remedy any default. The Renter also waives its rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law. This waiver also extends to any verification statement in respect of Security Interests arising or provided for under security documents prior to the date of an agreement the subject of these Terms.

18.5 EZY Rental and the Renter agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. The Renter must do everything necessary on its part to ensure that section 275(6)(a) of the PPS Law continues to apply. This sub-clause is made solely for the purpose of allowing EZY Rental the benefit of section 275(6)(a) and EZY Rental will not be liable to pay damages or any other compensation in respect of a breach of this sub-clause.

18.6 The Renter must not dispose or purport to dispose of, or create or purport to create or permit to be created any Security Interest in the Equipment other than with the express prior written consent of EZY Rental.

18.7 The Renter must not lease, rent, bail or give possession of the Equipment to anyone else unless EZY Rental (in its absolute discretion) first consents in writing.

## 19 General

19.1 If any provision of these Terms is determined to be invalid, void, illegal or unenforceable it will be severed from these Terms and the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired by such severance.

19.2 These Terms and any agreement to which they apply will be governed by the laws of Victoria and are subject to the jurisdiction of the courts of that State.

19.3 The Renter must not set off against or deduct from the Purchase Price or Rent Charge any sums owed or claimed to be owed by EZY Rental to the Renter.

19.4 EZY Rental may assign, license or sub-contract all or any part of its rights and obligations under these Terms at any time without the Renter's consent.

19.5 The failure, delay or omission by EZY Rental to exercise or partially exercise a right, power or remedy under these Terms does not operate as a waiver of that right, power



or remedy. If EZY Rental exercises, or partially exercises, a right, power or remedy, EZY Rental maintains its right to further exercise the same right, power or remedy or to exercise another right, power or remedy. EZY Rental waives a right, power or remedy only by explicitly doing so in a written notice to the Renter and the waiver is strictly limited to the matters specified in the notice.

19.6 Time is of the essence in relation to the dates and periods for payment of money and performance of other obligations by the Renter under these Terms.

19.7 Where the Renter consists of two or more entities, the obligations of the Renter under these Terms will be joint and several.

19.8 Amounts quoted or stated by EZY Rental exclude GST unless the contrary is clear and GST and other state or federal taxes, duties and charges that may be applicable (including stamp duty) will be added to the Rent Charge or Purchase Price or other amounts quoted or payable by the Renter except when they are expressly included.

### **20 Identification and guarantors for corporate Renter**

20.1 Where a Renter is a company, Ezy Rental will require the provision of a current extract from the register maintained by ASIC in relation to the Renter.

20.2 Ezy Rental will require all documents in relation to the rent of Equipment to be signed by one or more directors of the company duly authorised to enter into the rental agreement on behalf of the company.

20.3 Unless otherwise agreed, Ezy Rental will require the directors of a corporate Renter to provide guarantees in respect of the compliance of the Renter with its obligations in respect of the Equipment rental, including but not limited to the payment of all amounts the Renter is required to pay to Ezy Rental in accordance with these terms and to indemnify Ezy Rental for any losses caused by a breach of of the Renter's obligations to Ezy Rental.