



Finance Lease

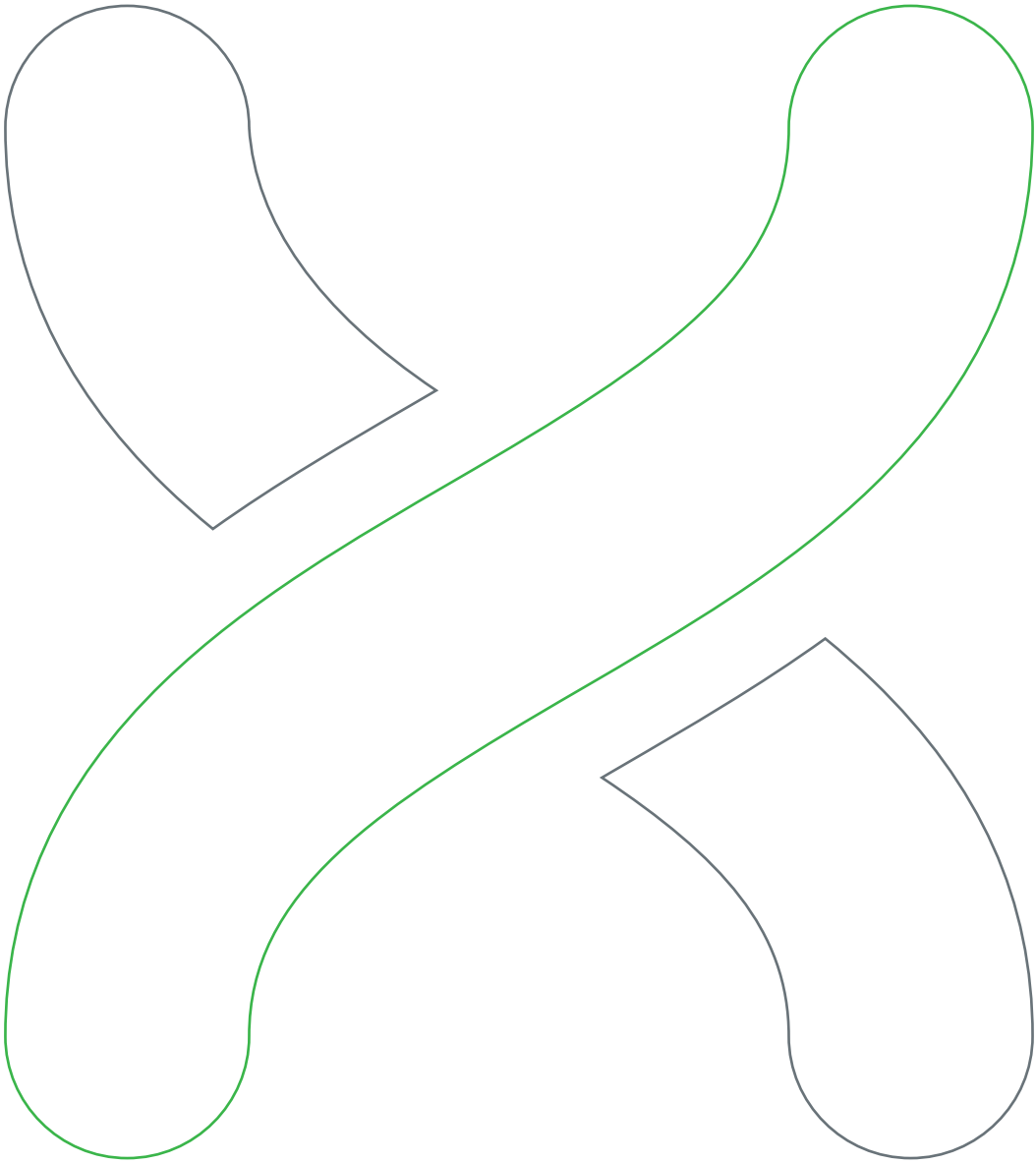
Contract and Application Booklet

FlexiCommercial is brought to you by FlexiGroup

FINANCE LEASE

FLEXI[®]

COMMERCIAL



FLEXICOMMERCIAL SETTLEMENT CHECKLIST



Signed Finance Lease Schedule

- Dated & witnessed correctly
- Privacy Consent & Acknowledgement signed
- Insurance details completed



Direct Debit Form completed



Driver Licence Verification completed



Goods Delivery Confirmation completed



Read the Agreement Terms & Conditions

FINANCE LEASE SCHEDULE – TAX INVOICE

This Finance Lease dated / / between Flexirent Capital Pty Limited ABN 93 064 046 046 (“we” or “us” or “Financier”) and the Customer named below (“Customer”) (and, where applicable, each other Customer named in the Agreement). The Customer by submitting this Finance Lease Schedule offers to lease from the Financier the Goods described below. Upon acceptance of this Finance Lease Schedule, a Finance Lease agreement will come into effect between the Financier and the Customer on the terms set out in this Finance Lease Schedule (including any special conditions set out in this Finance Lease Schedule) and on the terms of the Agreement.

Business Details

Director/Business Name: ABN/ACN:

Business Legal Name:

Business Street Address: State: Postcode:

Business Postal Address: State: Postcode:

Email: Business Phone: Website:

Business Type: Company Sole Trader Partnership Total Years Trading: Years Under Current Ownership:

Business Activity: Industry:

Revenue Last Financial Year: \$ Net Profit Last Financial Year: \$

Number of Directors: Number of Permanent Employees: Directors' Salaries/Fees: \$ Per Annum

Total Time Director has been in this Industry: Years

Accountant Name: Accountant Firm: Accountant Phone:

Applicant Details (Director / Owner)

Applicant's Legal Name: Are you an: Australian Citizen or Permanent Resident

Residential Address of Applicant: How Long have you Resided there? Years
State: Postcode:

Previous Address of Applicant How Long did you Reside there? Years
(if at current less than 3 years) State: Postcode:

Email: Home Phone: Mobile:

Do You: Own Mortgage Rent Board/Share Other Drivers Licence #: Date of Birth: Day / Month / Year

Mortgage/Rent: \$ Per Month Value of Property: \$ If you have a mortgage or own your home

Mortgage Provider: Mortgage Balance: \$

Supplement Income: \$ Per Month Source (super, dividends etc): Total number of existing store/credit cards:

Finance Lease Payments

Term (Months): Commencement Date: Day / Month / Year Payment Period: Monthly Quarterly

Payments (ex GST): \$ GST: \$ Total (inc GST): \$

Residual Value: (Not part of the invoice and exclusive of GST) \$

Finance Lease Payments are payable at the beginning/end (delete as applicable) of the Payment Periods. The first Finance Lease Payment is due on the Commencement Date/at the end of the first Payment Interval (delete as applicable). Subsequent Finance Lease Payments are due on the same day of the Payment Period as the first Instalment Payment (or on such other day as the Financier otherwise agrees in writing).

Guarantor Signature

Guarantors Signature: Name: (Print) Date: Day / Month / Year

Witness Signature: Name: (Print) Date: Day / Month / Year

Finance Lease Payments are payable at the beginning/end (delete as applicable) of the Payment Periods. The first Finance Lease Payment is due on the Commencement Date/at the end of the first Payment Interval (delete as applicable). Subsequent Finance Lease Payments are due on the same day of the Payment Period as the first Instalment Payment (or on such other day as the Financier otherwise agrees in writing).

GOODS DELIVERY CONFIRMATION

By Signing below, you acknowledge that you have taken delivery of (or authorise the person named below to collect) the equipment described on the "Goods Schedule" of the Agreement between you and Flexirent Capital Pty Ltd. You acknowledge the date the Goods were delivered and request that we pay the goods supplier.

Please leave this section blank if you will not be taking delivery of or collecting the equipment today.

Signature of Applicant:	<input type="text"/>	Date:	<input type="text" value="Day / Month / Year"/>
Name of Authorised representative to collect:	<input type="text"/>		
Signature of Authorised person:	<input type="text"/>	Date:	<input type="text" value="Day / Month / Year"/>
Position:	<input type="text"/>	Equipment Delivery Date:	<input type="text" value="Day / Month / Year"/>

NOTE: Any alteration to this page must be initialed

PRIVACY CONSENT AND ACKNOWLEDGEMENT

Privacy Act 1988 (as amended, effective 21 December 2001)

By signing this Privacy Consent and Acknowledgement Form I acknowledge and consent to the following:

- Any reference to:
 - “information” means information that identifies me or from which my identity can be reasonably ascertained and that has been obtained from me or another person (including a company or government authority). It may include “sensitive information” (e.g. health information).
 - “you” means the company named above (or in the related documents) and any company related to that company including any subsidiaries. A list of these companies can be obtained on request from your Customer Service Centre on 1800 679 898.
 - In this document the applicant is referred to individually or collectively as “I” and “me”.
- I have a right to access information about me handled by you. You have the right to limit access in certain circumstances. I can obtain a Request for Personal Information form by contacting your Customer Service Centre on 1800 679 898.
- You propose to collect, use and/or disclose information about me/us for the purposes of:
 - Primarily, providing me with finance to be used principally for my business reason. Your purpose includes doing all things necessary to provide that finance including assessing my application, managing my account, administering insurance claims, recovering any money that I owe, discussing end of term options, maintaining the value of your asset(s) and/or guarantee.
 - Financing another product from you and any of your associated entities currently or in the future.
 - Identifying, and sending me information about, other products or services that you have that may be of interest to me. I have a right at any time to stop you from contacting me for this purpose by either writing to you at the following address:
The Privacy Officer
Locked Bag 2345
St Leonards NSW 2065
 or by phoning your Customer Service Centre on 1800 679 898.
- In particular, the collection, use and/or disclosure by you of information about me/us, is subject to the Privacy Act, and may include disclosure about me/us to other organisations including the following:
 - To and from a credit reporting agency, in particular, to collect a consumer or commercial credit report about me to provide my finance (including its assessment, management and collection of overdue payments), and/or to allow the credit reporting agency to create or maintain a credit information file containing information about me.
 - Information you usually disclose is identity particulars, the fact that I have applied for finance and the amount, the fact you are a current credit provider to me, payments which are overdue by more than 60 days and for which debt collection action has started, advice that my/our repayments are no longer overdue in respect of any default that has been listed, information that, in your opinion, I have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my credit obligations), dishonoured cheques being cheques drawn by me for \$100 or more which have been dishonoured more than once and that finance provided to me/us has been paid or otherwise discharged.
 - To and from credit providers named in my application or in a credit report issued by a credit reporting agency in order to provide my finance (including its assessment, management and collection of overdue payments), in particular

information about my/our consumer or commercial credit worthiness or financial capacity.

- To and from a business that provides information about my commercial credit worthiness.
- To and from the vendor who is providing the financed equipment. This may include contacting me toward the end of the facility term to discuss trade-up options. I have a right at any time to stop them from contacting me for this purpose by either writing to you at the following address:
The Privacy Officer
Locked Bag 2345
St Leonards NSW 2065
 or by phoning your Customer Service Centre on 1800 679 898.
- To and from insurers or underwriters to assess whether to insure risks, and to administer any insurance contract (including claims), arising from my finance or otherwise.
- To and from my guarantor for the purpose of that person deciding whether to act as guarantor, or to keep that guarantor informed about the guaranteed finance.
- To and from others who perform a function or service for, or related to, the purposes you collect, use or disclose the information, including agents, contractors and other third parties. In particular, these may include introducers, mailing houses, debt collection/mercantile agents, archivers, valuers, call – centre operators, solicitors or accountants, funders, securitisers and assignees.
- To and from government authorities or others to, in particular, enable you to identify me, verify information that I have provided, manage repayments and protect the asset(s) that you own. This may include to locate me or the asset(s). It may include administrators of births, deaths and marriages, motor vehicles (or other property) registrations, drivers (or other statutory) licences, electoral roll(s), land titles, financial interests in motor vehicles (or other property), business names or corporate governance, bankruptcies and court judgments, telephone numbers, tenant information and professional licences/authorisations.
- To and from government authorities or others as required or authorised by law. These include the Australian Tax Office.
- To and from each of us and/or you and my authorised representatives and you including the vendor who providing the asset(s), legal or financial advisers, referees including my employer, landlords.

I further acknowledge that if I provide information about any other individual(s) to you, that I will ensure that he is made aware that you have his/her information, the purposes (and persons involved) in the collection, use and/or disclosure of the information by you, that you can be contacted (including to access that information) on 1800 679 898 or in writing to:

The Privacy Officer
Locked Bag 2345
St Leonards NSW 2065

I further acknowledge that this consent will continue until the earlier of you having achieved the purposes of collection, use and/or disclosure or you having accepted in writing our revocation of it. I acknowledge that such acceptance would be subject to me having met all outstanding obligations on my finance or otherwise.

I further acknowledge that the main consequence to me if this information is not provided is that any application for any of your products or services is unlikely to be approved.

I have read, understood and accept the Privacy Consent and Acknowledgement information as presented in this application booklet.

Signature First Director / Individual:

Date:

Print Name:

Title:

Please return via fax or email

FAX: 1800 067 193

EMAIL: b2b@flexigroup.com.au

GENERAL ENQUIRIES: 1300 328 569

Post originals to Attn: SETTLEMENTS
 FLEXIGROUP LIMITED
 Locked bag 2345,
 St Leonards NSW 1590

LEASE AGREEMENT TERMS AND CONDITIONS

PART A APPLIES TO BOTH FINANCE LEASE™ AND FINANCE LEASE PROTECT™ AND FINANCE LEASE PROTECT PLATINUM™

PART B APPLIES ONLY TO FINANCE LEASE™

PART C APPLIES ONLY TO FINANCE LEASE PROTECT™ AND FINANCE LEASE PROTECT PLATINUM™

PART D APPLIES ONLY TO FINANCE LEASE PROTECT PLATINUM™

This Lease Agreement is between you and Flexirent Capital Pty Ltd.

Flexirent Capital Pty Ltd holds Australian Credit Licence number 394735. Flexirent Capital Pty Ltd does not hold an Australian Financial Services Licence.

PART A - GENERAL TERMS AND CONDITIONS

1. OWNERSHIP OF EQUIPMENT

- a) We are the owner of the Equipment. You only have the right to use it.
- b) For the purposes of this Lease Agreement, Equipment includes hardware and software.
- c) You acknowledge that you have rights in the Equipment that are leased, or bailed to you under this Lease Agreement, when you obtain possession of the Equipment.
- d) You must protect our ownership of the Equipment and not attempt to sell, hire or deal with it in any way other than in accordance with this Lease Agreement.
- e) You acknowledge that, subject to the Personal Property Security Act 2009 (Cth) ("PPS Act"), if the Equipment gives rise to proceeds (by being dealt with or otherwise), the "Security Interest":
 - i) continues in the Equipment and
 - ii) attaches to the proceeds (and nothing in this Lease Agreement will be taken to provide otherwise).

2. ENTIRE AGREEMENT

- a) The entire Lease Agreement between you and us consists of these terms and conditions, the Signature Page and the Direct Debit Request.
- b) This Lease Agreement cannot be cancelled or terminated except in accordance with its terms.
- c) Any brochures and marketing material you may have seen are provided for your information only and do not form part of this Lease Agreement.

3. DISCLAIMER OF WARRANTIES

- a) Upon delivery of the Equipment you must inspect it and satisfy yourself that it is in good operating order and condition.
- b) You must rely on your own judgment as to:
 - i) the quality and condition of the Equipment and its fitness and suitability for any particular purpose; and
 - ii) the performance of services provided by third parties.
- c) Except for applicable non-excludable consumer guarantees, rights or warranties ("Consumer Guarantees") under consumer laws we do not give any warranties or guarantees in relation to the Equipment or any services.

- d) Nothing in this Lease Agreement is to be taken to exclude, restrict or modify any Consumer Guarantee as described in (c) above that we are prohibited by law from excluding, restricting or modifying. To the extent that a Consumer Guarantee applies (and where the relevant goods or services are not of a kind ordinarily acquired for personal, domestic or household use) our liability for breaches of that Consumer Guarantee is limited, as far as the law permits, to the repair or replacement of the Equipment or the re-supply of the services or the cost of these.
- e) To the extent permitted by law, we exclude all liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.
- f) No salesman or agent of the seller of the Equipment is authorised to agree or negotiate or change any term of this Lease Agreement or to make any warranties or representations about it or the Equipment, oral or otherwise. You may have rights against the seller if any of their warranties or representations are incorrect or against us (in particular if we are a "linked credit provider" of the seller under consumer laws).

4. AUTHORITY TO COMPLETE AND AMEND

You authorise us to complete any blanks or correct any errors in this Lease Agreement (including inserting serial numbers, model numbers, the Start Date, Payment Date and Contract Number) and any document signed by us which is in connection with this Lease Agreement (such as Corporation Act forms, financing statements, financing charge statements, amendment demands or transfers for the Equipment).

5. PAYMENTS

- a) You must pay to us:
 - i) if there is a First Rental Amount shown on the Signature Page, the First Rental Amount on the first Payment Date and the Total Periodic Rental Payment shown on the Signature Page each subsequent Payment Date for the full Agreed Term; or
 - ii) otherwise you must pay us the Total Periodic Rental Payment shown on the Signature Page each Payment Date for the full Agreed Term, and any other fee or charge payable under this Lease Agreement
- b) The first Payment Date is the Start Date shown on the Signature Page

- c) If the Date Goods Taken is before the Start Date you acknowledge that the Agreed Term will commence on the Date Goods Taken and will be longer than the term shown on the Signature Page by the number of days between the Date Goods Taken and the Start Date. The End Date will not change.
- d) Payments for each Payment Period are due in advance on the Payment Date shown on the Signature Page (except where there is a First Rental Amount payable, which is payable partly in arrears and partly in advance).
- e) If the Payment Date falls on a weekend or public holiday, payment is due on the next business day.
- f) Unless we otherwise agree, all payments must be made by direct debit from your bank account or credit card.
- g) All payments, once paid, are not refundable for any reason.
- h) If there is any change to the amount of Stamp Duty or GST payable or if any other taxes or government charges become payable in respect of this Lease Agreement, you agree that we may adjust the Total Periodic Rental Payment or any other amounts payable under this Lease Agreement accordingly.
- i) You are unconditionally bound to pay all amounts due under this Lease Agreement in full without set-off or counterclaim, and without any deduction in respect of taxes, unless prohibited by law, on any account whatsoever. This obligation continues no matter what happens, even if the Equipment is lost, stolen, damaged or destroyed, if it is defective or if you can no longer use it, to the extent permitted by law.

6. USE AND MAINTENANCE OF EQUIPMENT

- a) You must keep the Equipment in good repair, condition and working order, normal fair wear and tear excepted, and must supply all parts and servicing required.
- b) You must use, service and maintain the Equipment in accordance with the manufacturer's instructions and recommendations.
- c) You may modify the Equipment only with our consent.
- d) You must remove all personal data and software from the Equipment before returning it to us.
- e) We expressly deny all liability for any consequences arising from your failure to remove such information or software, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

7. LOCATION AND INSPECTION

- a) Other than portable equipment, you must not move the Equipment from its location noted on the Signature Page and the Premises Plan (if applicable) without our prior written consent.
- b) You agree to provide our authorised agents and us with reasonable access to inspect the Equipment to confirm its existence, condition and proper maintenance.
- c) If you fail to provide access to us and/or our authorised agents, we have the right, subject to compliance with any applicable law, to enter the premises, or authorise our agents to enter the premises, where we believe the Equipment is located in order to confirm its existence, condition and proper maintenance.

8. LATE PAYMENTS

- a) If a Total Periodic Rental Payment or any other amount due is not paid in full on time, you are in default and we are entitled to recover liquidated damages on the overdue amount which you agree is a genuine pre-estimate of the actual loss that we will suffer as a result of you being late in any payment to us.
- b) For each failure to make a payment in full and on time, the amount of liquidated damages payable will be:
 - (i) if the Payment Period is monthly, the greater of \$30 per or 0.05% of the overdue amount per day your payment is overdue; or
 - (ii) if the Payment Period is quarterly, \$75.00 or 0.05% of the overdue amount per day your payment is overdue.
- c) In addition, you agree to reimburse us for the amount that our bankers charge us for your dishonoured payment(s).
- d) All liquidated damages are payable on demand which we may enforce by debiting the amount of any liquidated damages from your nominated bank account or credit card at our election without notice to you.
- e) Upon and after termination of this Lease Agreement, as a separate and independent obligation which survives termination of this Lease Agreement, you agree to pay liquidated damages at the rate of 0.05% per day on the overdue amount, capitalised monthly, until all amounts owing under this Lease Agreement are paid in full.

9. DEFAULT

- a) You will be considered to be in default and to have repudiated this Lease Agreement if you:
 - i) do not pay in full any Total Periodic Rental Payment or any other amounts due in accordance with clause 5;
 - ii) fail to insure the Equipment if you are required to do so under clause 32 or clause 46;
 - iii) become insolvent, bankrupt or become subject to any arrangement or composition or as a company or business you enter administration, receivership, liquidation or external administration; or
 - iv) sell, sub-lease, dispose of or create a Security Interest in the Equipment or attempt to do any of those things.
- b) You must immediately notify us if any of the events described in clause 9(a) occur, or if you reasonably expect any of the events to occur during the Agreed Term.

10. TERMINATION

This Lease Agreement will terminate upon the occurrence of any of the following events:

- a) we give you notice terminating this Lease Agreement after your default and repudiation of this Lease Agreement;
- b) you return the Equipment to us at any time prior to the expiry of the Agreed Term if you have a right to do so under the National Credit Code; or
- c) we sell any Equipment repossessed under clause 13.

11. CONSEQUENCES OF EARLY TERMINATION

If this Lease Agreement is terminated under clause 10, you must immediately:

- a) pay to us:
 - i) all overdue Total Periodic Rental Payments; plus
 - ii) the present value of all remaining Total Periodic Rental Payments for the balance of the Agreed Term discounted at periodic rests at the Reserve Bank of Australia's cash rate current on the date this Lease Agreement is terminated; plus
 - iii) the present value of the Residual Amount discounted at periodic rests at the Reserve Bank of Australia's cash rate current on the date this Lease Agreement is terminated; plus
 - iv) any liquidated damages payable under clause 8, which amount you agree is a genuine pre-estimate of the loss that we will suffer because of the early termination of this Lease Agreement, and any other amounts payable under this Lease Agreement;
- b) return the Equipment to us in accordance with clause 12 if you have not previously done so.

12. RETURN OF EQUIPMENT

- a) On termination of this Lease Agreement, you must return the Equipment at your expense to a place within Australia that we nominate, together with all software specified in the Signature Page, all CDs, DVDs, accessories and manuals, in as good condition as the Equipment was delivered to you, except for normal fair wear and tear.
- b) It is your responsibility to remove any personal data and software not specified in the Signature Page that is stored on or in the Equipment before returning it to us.
- c) We expressly deny all liability for any consequences arising from your failure to remove such information except for any liability arising from our fraudulent or grossly negligent handling or disposal of such information.
- d) If any Equipment is returned to us other than in accordance with paragraph (b), you must pay us for our services required to remove any personal data in accordance with paragraph (b), calculated at our standard rates.

13. REPOSSESSION OF EQUIPMENT

- a) If you fail to pay any Total Periodic Rental Payment or if you fail to return the Equipment when you are required to do so under this Lease Agreement, in addition to our other rights, we or our authorised agents may, subject to complying with any applicable law, enter any premises where we believe the Equipment may be located and repossess the Equipment.
- b) Subject to complying with any applicable law, we may sell any repossessed Equipment at any time.
- c) If we have not terminated this Lease Agreement, you may collect the Equipment from us only if you have paid all amounts payable under this Lease Agreement (including any amounts owing under clause 17(a)).

- d) We may sell any Equipment we repossess or which is otherwise returned to us at any time after this Lease Agreement is terminated. The Net Sale Proceeds (being the actual amount received by us from the sale of the Equipment less all costs incurred by us in selling the Equipment, including agents fees or commissions, storage costs, transport costs and our administration costs) will be applied towards the Termination Amount and all other amounts payable by you under this Lease Agreement or any other agreement between us or will be paid to you if you have previously paid all amounts due to us under this Lease Agreement or any other agreement between us.
- e) Where we have given you prior notice of the repossession, you must remove all personal data and software from the Equipment before it is repossessed.
- f) We expressly deny all liability for any consequences arising from your failure to remove such information, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.
- g) Where we have not given you prior notice of the repossession we will take reasonable steps to remove any personal information and software from repossessed Equipment but we will not be liable for any consequences if we fail to remove such information or software.

14. END OF TERM

- a) At any time not earlier than 6 months prior to the expiry of the Agreed Term, you may offer to purchase the Equipment at the expiry of the Agreed Term at any price you see fit. You acknowledge that we are free to accept or reject your offer. If we accept your offer, GST will apply to the agreed purchase price.
- b) At the expiry of the Agreed Term, you must either:
 - i) pay to us the purchase price for the Equipment in accordance with any agreement made under clause 14(a), which amount we may debit from your nominated bank account or credit card; or
 - ii) return the Equipment to us in the condition required under clause 12(a) and (b).
- c) If you fail to comply with clause 14(b)(ii), you must pay to us on demand liquidated damages equal to the Residual Amount, which you agree is a genuine pre-estimate of the actual loss that we will suffer as a result of your failure to return the Equipment to us in accordance with clause 14(b)(ii), which amount we may demand by debiting it from your nominated bank account or credit card on any date at our election without notice to you.
- d) If you return the Equipment to us and the Net Sale Proceeds (see clause 13(d) above) we receive are less than the Residual Amount, then you must pay us on demand the amount equal to the excess of the Residual Amount over the Net Sale Proceeds.
- e) Notwithstanding anything contained in this Lease Agreement you have no right or obligation at any time to purchase the Equipment.

15. APPROVED AMOUNT

- a) You may choose to have the Approved Amount available for the Agreed Term of this Lease Agreement.
- b) If you have chosen to have the Approved Amount available to you, a fee of \$4.95 for monthly payments or a fee of \$14.95 for quarterly payments will be payable by you each Payment Period ("Approved Amount Fee"). Payment of the Approved Amount Fee does not guarantee that we will approve any future applications from you but will assist in streamlining the application process.
- c) The Approved Amount is made available to you based on the information you have provided in your application for this Lease Agreement. Availability of the Approved Amount is subject to the following conditions:
 - (i) your financial status does not materially change which, in our opinion, may result in your inability afford to access the Approved Amount;
 - (ii) you are not in breach of this Lease Agreement;
 - (iii) you have not been declared bankrupt or have a default listing noted on your credit information file; and
 - (iv) all applications will be subject to us reviewing the application in accordance with our internal suitability assessment.
- d) If we decline any new application within the Approved Amount during the Agreed Term we will refund any Approved Amount Fee paid by you under this Lease Agreement;
- e) If your circumstances change and you no longer wish to have the Approved Amount available, you may notify us during the Agreed Term and we will cancel the Approved Amount within 30 days of your notification.

16. ASSIGNMENTS

- a) You acknowledge that we may, without giving you notice, sell, assign or otherwise dispose of or deal with our interest in the Equipment or this Lease Agreement.
- b) You may apply to assign this Lease Agreement but you acknowledge that we are not obliged to agree. We may charge a fee to credit assess the proposed assignee even if the proposed assignee is declined.

17. COSTS, INDEMNITIES AND COMMISSIONS

- a) You must pay or reimburse us for:
 - i) all taxes (including GST) and stamp duties payable in connection with this Lease Agreement; and
 - ii) any expenses we reasonably incur in enforcing this Lease Agreement or incur because you have repudiated, terminated or breached this Lease Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Equipment and costs incurred in storing and disposing of the Equipment.
- b) Subject to the application of the Consumer Guarantees described in clause 3, you must indemnify us for:

- i) liability for any injury or death to any person or damage to any property arising directly or indirectly from the Equipment or its use, and
- ii) a claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made against us in connection with the Equipment or its operation.
- c) You agree that we may pay commissions or fees to any broker, agent, dealer or other person who introduces you to us, or us to you.

18. PRIVACY

- a) We comply with the National Privacy Principles, the Code of Conduct for Credit Reporting and the Privacy Act (Cth) 1988. Terms used in this clause have the meaning given in the Privacy Act. In this clause "you" includes any guarantor.
- b) You have a right to request access to the personal information that we hold about you. Contact our Privacy Officer for more information.
- c) Subject to the payment of any applicable fee, we agree to provide you access to, or with a copy of, the personal information that we hold about you. We can only deny access to you in accordance with National Privacy Principle 6.
- d) You agree to us collecting personal information about you for the purposes of:
 - i) us or our related companies assessing existing or future application(s) for consumer or commercial credit, managing your account, responding to your questions, enforcing our rights, performing our obligations and protecting our assets;
 - ii) either us, the supplier of the Equipment or any other supplier appointed by us contacting you about your end of Rental term options, any trade up options or other special offers or promotions;
 - iii) us or our related companies providing you with information about our other products and services and the products and services offered by our dealers, our related companies or suppliers; and
 - iv) any guarantee given or to be given by you or any guarantee given or to be given by any other person as your guarantor whether to us or our related companies and the enforcement of any guarantee.
- e) We collect your personal information primarily from you. You agree that we may also collect personal information about you from the supplier of the Equipment; other credit providers; insurers; any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, private investigators, professional advisers); professional organisations; the internet; public and subscriber only databases; and government authorities.
- f) You agree that we can obtain from credit reporting agencies and/or any business providing information about commercial credit worthiness:

- i) consumer credit report(s) about you for application(s) for commercial credit; and
 - ii) commercial credit report(s) about you for application(s) for consumer credit.
- g) You agree that we can disclose your name, residential address and date of birth to credit reporting agencies so that the credit reporting agency can provide an assessment to us of whether the information provided by you matches (in whole or in part) the information in the credit reporting agency's possession or control (which may include information contained in the credit information files of other individuals). This will be done for the purpose of verifying your identity as required under Australia's anti-money laundering and counter-terrorism laws where applicable. If you would prefer us to use another form of verification, such as your passport or drivers' licence, you must notify us and provide us with any information that we request;
- h) You agree that we can disclose your personal information to:
- i) any person as permitted or required by law (except this paragraph does not permit us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies);
 - ii) any of our related bodies corporate; our assignees or potential assignees; the supplier of the Equipment; any other supplier appointed by us, credit reporting agencies or any business providing information about commercial credit worthiness; other credit providers; insurers; any guarantor or proposed guarantor of your obligations to us; your assignees or proposed assignees; debt collection agencies; our banks and financial advisers; our lawyers, accountants and other professional advisers; and any suppliers or contractors to us whom may need to have access to your personal information for the purpose of providing services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouse); and
 - iii) any person specifically authorised by you in writing.
- i) You agree that the main consequence for you if you do not provide to us the personal information that we require, is that any application for credit is unlikely to be approved.

19. SEVERABILITY

- If:
- a) the National Credit Code ("Code") or any other law would otherwise make a provision of this Lease Agreement illegal, void or unenforceable in any jurisdiction; or
 - b) a provision of this Lease Agreement would otherwise contravene a requirement of the Code or impose an obligation or liability which is prohibited by the Code or any other law, this Lease Agreement is to be read as if that provision were varied to the extent necessary to comply with the Code or that other law or, if necessary, omitted, without affecting the continued operation of the rest of this Lease Agreement in that jurisdiction or any other jurisdiction.

20. NOTICES

- a) You must tell us if you change your bank account or credit card details, your business, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with this Lease Agreement.
- b) We can give you notice by delivering it to you personally or leaving it at, or sending it by post, facsimile or email to your home, business, postal or email address last known to us. An email notice shall be valid if not returned.
- c) A certificate signed by one of our authorised officers is adequate proof of the facts stated in it relating to this Lease Agreement and rights and obligations arising under it in the absence of manifest error.
- d) You consent to us and our related bodies corporate sending commercial electronic messages to you.

21. CHANGES TO THESE TERMS AND CONDITIONS

- a) We may change these Terms and Conditions at any time by giving you not less than 30 days notice.
- b) Any change shall not affect the amount of the Total Periodic Rental Payment (except as permitted in accordance with clause 5(h)) and shall only apply to obligations arising after the expiry of the notice period.
- c) This notice may also be given to you by an advertisement in one or more newspapers circulating in your State or Territory.

22. FEES

In addition to any other fees and charges described in this Lease Agreement, the following fees and charges may be payable by you:

- a) a dishonour fee of:
 - (i) \$30 if the Payment Period is monthly; or
 - (ii) \$75 if the Payment Period is quarterly, if a Total Periodic Rental Payment or any other amount due under this Lease Agreement, is unable to be processed (including because you do not have sufficient funds in your account or a credit card transaction is declined). We may attempt to process a Total Periodic Rental Payment or other amount due more than once however we will give you notice of our intention to process subsequent transactions. You must pay a dishonour fee each time the payment is unable to be processed. Dishonour fees are payable immediately on the dishonour. Clause 8 sets out our rights to liquidated damages for late payments which are payable in addition to this fee.
- b) a payment deferral fee of \$30 where we agree to defer a Total Periodic Rental Payment or any other amount due under this Lease Agreement. A payment deferral fee is payable at the same time as the deferred payment is due.
- c) a payment administration fee of 1% of the Total Periodic Rental Payment or any other amount due under this Lease Agreement where payment is made from a MasterCard, Visa & American Express. Each MasterCard, Visa & American Express administration fee is payable (and will also be charged to the

relevant MasterCard, Visa & American Express) at the same time as the relevant payment is processed.

23. GOVERNING LAW

- a) This Lease Agreement is governed by the laws of New South Wales (except where specified otherwise).
- b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales (except where specified otherwise).

24. PERSONAL PROPERTY SECURITIES ACT

24.1) You must do anything we reasonably ask and consider necessary (at your own expense) (such as obtaining consents, signing and producing documents and getting documents completed and signed and supplying information) to:

- a) provide more effective security over the Equipment, or any other personal property over which we have a "Security Interest" for payment of money owing to us in connection with this Lease Agreement;
- b) bind yourself and any other person intended to be bound under this Lease Agreement;
- c) ensure that a "Security Interest" is enforceable, perfected (including where possible, by control in addition to registration) and otherwise effective;
- d) enable us to apply for any registration, or give any notification, in connection with a "Security Interest" created by this Lease Agreement so that the "Security Interest" has the priority we require and any notice in relation to it;
- e) enable us to exercise our rights in connection with the Equipment; and
- f) show whether you are complying with this Lease Agreement.

24.2) If:

- a) you hold any "Security Interest" for the purposes of the PPSA and if your failure to perfect such "Security Interest" would materially adversely affect your business or our "Security Interest" over the Equipment; or
- b) a "Security Interest" in your favour arises over the Equipment (whether or not as a result of a breach by you under this Lease Agreement),

you agree to implement, maintain and comply in all material respects with procedures for the perfection of those "Security Interests". These procedures must include procedures designed to ensure that you take all reasonable steps under the PPS Act to continuously perfect such "Security Interest" including all steps reasonably necessary:

- a) for you to obtain the highest ranking priority possible in respect of the "Security Interest" (such as perfecting a purchase money "Security Interest" or perfecting a "Security Interest" by control); and
- b) to reduce as far as possible the risk of a third party acquiring an interest free of our "Security Interest".

If we ask, you agree to arrange at your expense an audit of the PPS Act procedures. We may ask you to do this if we reasonably suspect that you are not complying with this clause.

24.3) If a "Security Interest" in connection with the Equipment in the form of chattel paper (as defined in the PPS Act) is held by you or arises in your favour (whether or not as a result of a breach by you under this Lease Agreement), you grant a "Security Interest" in the chattel paper to us for the purpose of securing payment of any money you owe us in connection with this Lease Agreement. The "Security Interest" created by this clause is a charge and you may not transfer, dispose or otherwise deal with the chattel paper or allow another "Security Interest" to exist over it. You must deposit with us all original documents of title comprising the chattel paper and any other documents we request relating to the chattel paper.

24.4) You must notify us in writing of any change in your name at least 14 days before your propose to change your name.

24.5) We may at your expense, apply for any registration, or give any notification, in connection with a "Security Interest" created under this Lease Agreement.

24.6) You agree that:

- a) we need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) and 132(4) of the PPS Act, or any other provision of the PPS Act notified to you by us after the date of this Lease Agreement, to the extent the law permits them to be excluded;
- b) we may not exercise rights under sections 142 and 143 of the PPS Act to the extent the law permits them to be excluded; and
- c) we need not give any notice required under the PPS Act (including a notice of a verification statement, but not including a notice under section 135) unless the requirement to give the notice cannot be excluded.

24.7) In this clause the Lease Agreement, "**Security Interest**" includes any security interest under the PPS Act, mortgage, pledge, lien, charge, hypothecation, trust arrangement, title retention arrangement or other security interest or encumbrance.

25. DEBITING YOUR ACCOUNT

Capitalised terms used in the Signature Page have the same meaning in these terms and conditions.

26. JOINT AND SEVERAL OBLIGATION

If there is more than one, "you" means each of you separately and all of you jointly.

DDR SERVICE AGREEMENT (clause 27 - 30)

27. DEBITING YOUR ACCOUNT

- a) By signing the Direct Debit Request (DDR), you authorise us to debit funds from your nominated account for any amount payable under this Lease Agreement and any other agreement between you and us.
- b) If any payment falls due on a non-business day, it will be debited from your nominated account on the following business day.
- c) All enquiries should in the first instance be directed to us.

- d) Your records and account details held by us will be kept confidential, except information required by our Financial Institution in the event of a claim or relating to an alleged incorrect or wrongful debit.

28. CHANGES

- a) If you want to request a change to the drawing arrangements, please contact us at least 14 days prior to the next scheduled drawing date. You should contact us before contacting your Financial Institution.
- b) These requests may include:
 - i) deferring the drawing;
 - ii) stopping an individual debit;
 - iii) suspending the DDR; or
 - iv) cancelling the DDR completely.
- c) However, as we have relied on your agreement to honour the DDR, we would be unlikely to agree to a request to change it, unless you provide a reasonable proposal as to how you will make good your payment obligations under this Lease Agreement.

29. YOUR OBLIGATIONS

- a) It is your responsibility to:
 - i) ensure that your nominated account can accept direct debits as direct debits through BECS is not available on all accounts (your Financial Institution can confirm whether your account can accept direct debits);
 - ii) check your nominated account details with your Financial Institution before completing the DDR;
 - iii) ensure that there are sufficient cleared funds in the nominated account, by the due date, to allow for payment of the amounts payable; and
 - iv) advise us if the nominated account is transferred or closed.
- b) If your drawing is returned or dishonoured by your financial institution, you should contact us to make suitable arrangements to rectify the non-payment. If no contact is made, we reserve the right to redraw the non-payment plus any applicable liquidated damages and fees payable pursuant to this Lease Agreement at any time at our discretion.
- c) You will be responsible for paying any varying charges including, but not limited to, taxes, liquidated damages payable pursuant to clause 8 of this Lease Agreement and any other fees and charges payable.

30. DISPUTES

- a) If you believe that a drawing has been initiated incorrectly, contact us during business hours before contacting your financial institution.
- b) If you do not receive a satisfactory response from us to your dispute, contact your Financial Institution who will respond to you with an answer to your claim:
 - i) within 7 business days (for claims lodged within 12 months of the disputed drawing); or
 - ii) within 30 days (for claims lodged more than 12 months after the disputed drawing).
- c) You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

PART B – TERMS AND CONDITIONS THAT ONLY APPLY TO FINANCE LEASE

31. LOSS OR DAMAGE

- a) You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged you agree to replace or repair the Equipment at your cost, and to continue to pay the Total Periodic Rental Payments in accordance with clause 5.
- b) You agree to indemnify us for any loss or damage to the Equipment.

32. INSURANCE

- a) You must arrange and at all times keep the Equipment insured against loss and all other normally insured risks for its full replacement value during the Agreed Term.
- b) You must ensure that we are named as an additional insured party and loss payee under the policy.
- c) You must provide us with a Certificate of Currency of Insurance evidencing that the Equipment is insured within 30 days of the start date of this Lease Agreement. We will be entitled to charge you a Finance Lease Protect fee of 7% of the Periodic Rental payment if from the second Periodic Rental Payment onwards, if you do not provide a Certificate of Currency of Insurance within a period of 30 days if we ask for it, and Part C of this Lease Agreement will apply for each Payment Period for which that amount is paid.
- d) You must not do, or fail to do, anything which would allow the insurer to refuse or reduce a claim; nor can you enforce, conduct, settle or compromise any claim without our consent.
- e) We are entitled to receive any amounts paid by an insurer. If you receive them, you hold them on trust for us.

PART C - TERMS AND CONDITIONS THAT ONLY APPLY TO FINANCE LEASE PROTECT AND FINANCE LEASE PROTECT PLATINUM

33. RISK OF LOSS OR DAMAGE

- a) Subject to clauses 34 and 35, while we own the Equipment we retain and bear the risk of theft, loss or accidental damage to the Equipment occurring anywhere in Australia or New Zealand or anywhere else in the world during a trip of not more than 28 days duration.
- b) You assume and bear the risk of all theft, loss or damage to the Equipment which we do not retain and bear under paragraph (a).
- c) If the Equipment is stolen, lost or accidentally damaged and the risk of that loss or damage is ours under this Lease Agreement, subject to your compliance with clause 35, we will discharge our obligations in accordance with clause 36.

34. EXCLUSIONS, ALLOCATION OF RISK AND INDEMNITY

- a) Notwithstanding clause 33, we will not pay for, and you will assume and bear the risk of, any loss, theft or damage to any Equipment:
 - i) which is not accidental loss or damage;
 - ii) where at the time of the loss, theft or damage you are two or more Total Periodic Rental Payments in arrears;
 - iii) which is covered by a manufacturer's warranty or any other extended warranty or would have been so covered had that warranty not been voided;
 - iv) caused by mechanical and/or electrical breakdown of any kind, if the breakdown occurs as a result of an external accident (e.g. power surge) and where you have been grossly negligent;
 - v) arising from theft, misappropriation, fraudulent, intentional or dishonest acts, or malicious damage by you, your employees, your family, any person who has unrestricted access to the Equipment, or any person to whom you have lent the Equipment or otherwise permitted to use the Equipment;
 - vi) arising from theft, attempted theft or loss:
 - 1) from unoccupied premises unless the theft or loss resulted directly from a violent and forcible entry to the premises;
 - 2) from an unoccupied vehicle unless the vehicle was locked and the Equipment was locked in a lockable compartment permanently affixed to the vehicle and the theft or loss resulted directly from a violent and forcible entry to the vehicle and the locked compartment;
 - 3) from an unoccupied vehicle under any circumstances where the Equipment was stored or left overnight; or
 - 4) from any public place or any place where the public has regular access and where the Equipment was left unattended;

- vii) occurring during or as a result of the Equipment being transported in any aircraft or watercraft unless carried as cabin baggage;
- viii) that was on loan or being used for trial, testing, demonstration or exhibition;
- ix) where the loss or damage is to software or data of any type whatsoever or is caused by any computer virus, worm, Trojan or the like or any other software based malfunction;
- x) for the costs of data programming, data reconstruction, data recovery or program installation or reconfiguration;
- xi) resulting from:
 - 1) any consequence of war or warlike or terrorist activities;
 - 2) ionizing radiation or radioactivity; or
 - 3) the confiscation or destruction of any Equipment by any government, public or statutory authority; or
 - 4) the use of alcohol or illegal drug use;
- xii) caused by corrosion, oxidation, rust, insects, vermin, dust, dampness, dryness, cold, heat, wasting, cosmetic damage, scratching or marring, faulty workmanship or materials, loss of screen or image brightness or resolution, failure to perform to specifications or wearing away or wearing out of any part of any Equipment which arises from normal fair wear and tear, ordinary use or gradual deterioration; or
- xiii) which are expendable or consumable items including fuses, batteries, bells, chains, tapes or ribbons or any other part of any Equipment which requires periodic or frequent replacement.
- b) You agree to indemnify us for:
 - i) any theft, loss or damage to the Equipment to which paragraphs (a)(i) to (a)(xiii) apply;
 - ii) liability for any injury or death to any person or damage to any property arising directly or indirectly from the Equipment or its use;
 - iii) any loss or damage we suffer as a result of you failing to remove personal information or software as required under this Lease Agreement
- c) You agree to pay us a processing fee of:
 - i) \$550 for any incident on assets with an invoice price of \$10,001 or higher for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - ii) \$220 for any incident on assets with an invoice price of \$1001 or higher but less than \$10,000 for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - iii) \$110 for any incident on assets with an invoice price of \$1000 or less for loss, theft or damage in respect of risks retained by us for our processing and administration costs.
- d) You are responsible for ensuring that all software and data is backed up.

35. INCIDENT NOTIFICATION

- a) If any Equipment is stolen, you must promptly inform the police and promptly provide us with a copy of the police report.
- b) Within 14 days after the loss or damage occurring, you must complete an Incident Notification form and send it to us.

36. BASIS OF SETTLEMENT

- a) We may choose to:
 - i) repair the damaged Equipment;
 - ii) replace the stolen, lost or damaged Equipment with equipment of similar age, original specifications (excluding modifications) and condition, but this may not necessarily be the same make or model; or
 - iii) release you from your future obligations under this Lease Agreement except for any payments in arrears at the time the loss or damage incident is approved.
- b) We reserve the right to choose any suitably qualified repairer to carry out repairs or any suitable supplier to replace the Equipment.
- c) Unless we release you from your obligations under paragraph (a)(iii), you must continue to pay Total Periodic Rental Payments in accordance with clause 5.
- d) Where Equipment is returned to us under this clause (including where Equipment is being repaired) you must remove all personal data from the Equipment which can be accessed by you before returning it to us.
- e) We expressly deny all liability for any consequences arising from your failure to remove such information, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

PART D - TERMS AND CONDITIONS THAT ONLY APPLY TO FINANCE LEASE PROTECT PLATINUM

37. RELEASE

Subject to Clause 38, in the event of one of the following events occurring ("Event") and your compliance with Clauses 40 and 41, we will treat

37A. SUSPENDED PAYMENTS

Subject to Clause 38(a), in the event of you or a person(s) nominated in accordance with Clause 39, being involuntarily unemployed within the meaning of Clause 37(b), you may, instead of seeking a Release under Clause 37, elect to have payment of Total Periodic Rental Payments suspended until a period of 3 months has elapsed from Flexirent having notified you it has accepted that your notification of the Event entitles you to a Release ("Suspended Payments").

In the event you elect for Suspended Payments, rather than a Release, Flexirent will waive the application of Clause 38(b).

Following expiration of the 3 month period, you may elect to seek a Release under Clause 37, in which case the administration fee becomes payable in accordance with Clause 38(b) or in the event you choose not to seek a Release under Clause 37, the remaining Total Periodic Rental Payments will be adjusted to allow for the Suspended Payments.

38. EXCLUSION AND INDEMNITY

- a) Notwithstanding Clause 37, we will not Release you where you are two or more Total Periodic Rental Payments in arrears.
- b) On making a notification to us under Clause 40 you agree to pay us an administration fee of \$220.

39. PARTNERSHIPS, TRUSTS, COMPANIES

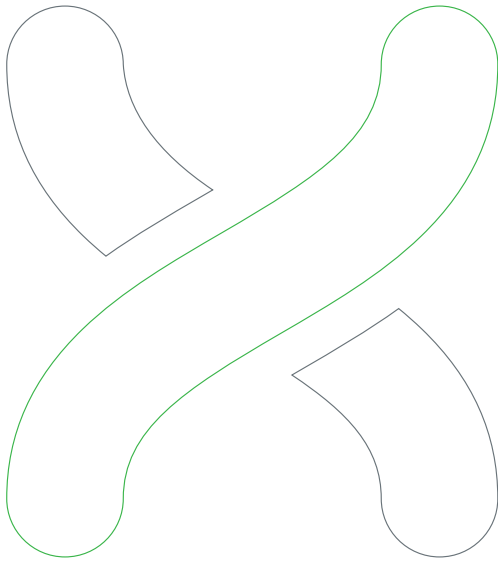
Where you as the Customer are not an individual natural person, but you have nominated an individual/s natural person/s as well under Customer details on the Signature Page, you are eligible for Flexirent Protect Platinum in relation to the nominated partners, trustee(s) or directors as relevant, and as such a notification may be lodged in their names, on behalf of the Customer.

40. HOW TO MAKE A NOTIFICATION OF AN EVENT

- a) You or your executor must give us written notice within 30 days of an Event occurring.
- b) We will forward you or your executor a notification form that must, within 14 days of receipt, be completed and returned to us with all relevant information including such information as is set out in clause 37 above.
- c) We may make any reasonable enquiries as we see fit about the notification and may require you to have a medical examination. If we request an examination, we will pay for it.

41. RETURNING EQUIPMENT

- a) In the event we advise you that we agree an Event has occurred, you or your executor must immediately return the Equipment to your local Flexirent state office.
- b) Where Equipment is returned to us under a) you or your executor must remove all personal data and software not specified on the Signature Page that is stored on the Equipment before it returning to us.
- c) We expressly deny all liability for any consequences arising from your failure to remove such information or software



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b2b@flexigroup.com.au



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