

KEY TERMS OF YOUR ASSET FINANCE LEASE

About these key terms

The aim of these key terms is to help you understand the key terms of your asset finance lease arrangements with us. Please note they do not contain all of the terms and conditions of your arrangements.

Additionally, they are not a substitute for, and do not form part of, your contract with us. The terms and conditions that follow on from this page do form part of your contract.

1 Pay rent

You must pay rent for leasing the Goods, at the intervals (or times) and in the amounts shown in your contract schedule. You must also pay the agreed residual value of the Goods at expiry; in certain cases, we will refund you an amount out of the net proceeds of sale of the goods.

2 Personal Property Securities registration over Goods

You agree that we own the Goods that are leased to you. We will register a Personal Property Securities registration over the Goods that are leased and you need to provide us with any information and documents we need to help us register.

3 Early termination of the lease

You can terminate the lease early, but there will generally be extra costs payable. These costs may be significant. You can ask us for an estimate of these costs at any time.

4 Fees, costs and charges

You need to pay the fees, costs and other charges associated with your lease. These are set out in your lease contract. You also agree to pay additional costs if certain other things occur, such as a default.

5 Look after the Goods

You need to keep the Goods insured at all times during the lease, for an amount equal to the full insurable value. You also need to keep the Goods registered (if they are able to be registered), keep them in good condition and have them serviced, and always use them in accordance with any laws and regulations. You can't sell, hire or sub-lease out, or otherwise dispose of the Goods during the lease without our permission. If the Goods are totally damaged or lost, we will treat the lease as being terminated early.

6 What happens at the end of the agreed term of the lease?

You must return the Goods to us on or before the expiry date. After we receive the Goods, we will use reasonable efforts to sell them. If the sale proceeds aren't enough to

cover the residual value amount (after costs), you may have to make up the difference.

If you fail to return the Goods to us, we can keep charging you rent on a daily basis until you return them.

7 If you default on your lease

If you don't pay an amount owing you will be in default. You will also be in default if certain other things occur like:

- if you become insolvent;
- if you engage in illegal activities;
- if the information you give us is materially incorrect;
- if you lose a licence you need to run your business;
- if there is a change in your legal status or capacity or composition; or
- if you lose control of the Goods or your business's assets.

We will usually give you 30 days to fix the event, but we can act immediately if it is reasonable for us to do so to manage a material and immediate risk. Where we do act after a default has occurred, the things we may do include terminating the lease and taking possession of the Goods, and requiring you to pay to us any amounts owing under the contract.

8 Changes to your terms and conditions

Sometimes we may need to change the terms and conditions of your contract with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable. If we make a change, you can choose to cancel your lease by giving written notice to us, paying to us any amounts owing under the contract and satisfying any other obligations you owe us.

9 Anti-money laundering and sanctions

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti-money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your contract.

Where can you find out more?

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.

FINANCE LEASE TERMS AND CONDITIONS

REFERENCE: FL455

These Terms and Conditions are between me and the Credit Provider.

I agree to be bound by these Terms and Conditions, which are part of my offer to lease.

1. UNDERSTANDING THIS LEASE

1.1 In this Lease, the following terms have these special meanings, unless the context otherwise requires:

- 1.1.1 **"Agreed Term"** means the term of this Lease as shown in the Table.
- 1.1.2 **"Approved Direct Payment Method"** means a payment method other than a cash payment or a payment by cheque or money order which allows rentals to be credited directly to the Credit Provider's account by a bank or financial institution acting upon my order or request.
- 1.1.3 **"Commencement Date"** means:
 - 1.1.3.1 the date on which the Credit Provider signs this Lease; or
 - 1.1.3.2 the Disbursement Date, whichever is earlier.
- 1.1.4 **"Contract Rate"** means the rate of interest used to calculate the rent and the residual value under this Lease, which is available upon request from the Credit Provider.
- 1.1.5 **"Credit Provider"** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Lease, including its rights to receive the rent and the Termination Amount.
- 1.1.6 **"Credit Provider officer"** means an officer of the Credit Provider who is authorised by the Credit Provider to act as its attorney or to do something under this Lease.
- 1.1.7 **"Disbursement Date"** means the date that the Credit Provider disburses all, or the first part of any funds in connection with the Lease.
- 1.1.8 **"Early Payment Loss"** means the amount of any cost loss (including a pro-rata amount of any commission paid in relation to this Lease) or foregone profit suffered by the Credit Provider as a result either of the termination of this Lease before the expiry of the agreed term or of any payment of rent made prior to the times provided in the Table, adjusted for any proceeds that the Credit Provider has received in relation to the Goods pursuant to clause 7.2.1.1. I may obtain details of the method of calculation utilised by the Credit Provider from time to time on request from the Credit Provider.
- 1.1.9 **"Environment"** means our physical surroundings including the land, water, atmosphere, climate, sound, odours, tastes, creatures and plants.
- 1.1.10 **"Environment Law"** is a law which has the protection of the environment as one of its purposes or effects.
- 1.1.11 **"Esanda Finance Corporation Limited"** means Esanda Finance Corporation Limited ABN 64 004 346 043, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Lease.
- 1.1.12 **"Goods"** means:
 - 1.1.12.1 each item described in the Table; or
 - 1.1.12.2 if the actual item in relation to which the Credit Provider has made or agreed to make a payment is not the same as that item, the actual item,and includes, when supplied with or fitted to the Goods, replacement parts, accessories, attachments and anything installed in or affixed to, the Goods for the purposes of the PPSA. It is agreed that the Credit Provider's interest in the Goods is a legal interest.
- 1.1.13 **"Goods and Services Tax (GST)"** means any tax that is or becomes payable on or in connection with the supply of any thing under any law of the Commonwealth of Australia, or under the law of any State or Territory including a tax of the type contemplated in the A New Tax System (Goods and Services Tax) Act 1999.
- 1.1.14 **"Government Agency"** means a government, a government department or an authority or a person who administers an applicable law.
- 1.1.15 **"Government Requirement"** means any legislation or any direction, request or requirement (whether having the force of law or not) of any Government Agency.

- 1.1.16 "I" and "me" means the Lessee named in this Lease and includes:
 - 1.1.16.1 if I am an individual, my personal representatives; or
 - 1.1.16.2 if I am a company, my successors.
 - 1.1.16.3 If there is more than one Lessee, "I" and "me" mean each of them separately and every two or more of them jointly and they are jointly and severally liable to the Credit Provider.
- 1.1.17 "Intermediary" means any Dealer who carries on a business dealing with Goods of the kind that are subject to this Lease, Financial Broker, the Credit Provider Representative or any other third party acceptable to the Credit Provider who has introduced me to the Credit Provider, or the Credit Provider to me.
- 1.1.18 "Origination Fee" means a fee that an Intermediary may charge me, in accordance with the terms of the agreement that is between me and the Intermediary.
- 1.1.19 "PPSA" means the *Personal Property Securities Act 2009 (Cth)*.
- 1.1.20 "Security Interest" includes any security interest under the PPSA, mortgage, pledge, lien, charge, hypothecation, trust arrangement, title retention arrangement or other security interest or encumbrance.
- 1.1.21 "Table" means the document that forms part of this Lease detailing the description of the Goods, amounts payable, and any other terms or conditions that may apply to this Lease and also includes any annexure to the Table.
- 1.1.22 "Tax" means a Commonwealth or State Government tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them), but not a tax imposed on the Credit Provider's overall net income except in the context of clause 3.5.
- 1.1.23 "Termination Amount" means, for the Goods on a day, the sum of:
 - 1.1.23.1 the residual value for the Goods as set out in the Table discounted back, from the date on which the agreed term otherwise would have expired, at the Contract Rate;
 - 1.1.23.2 each instalment of rent and taxes in respect of the Goods that is not yet due for payment, discounted back, from the date on which it would otherwise have fallen due for payment, at the Contract Rate; and
 - 1.1.23.3 any other money I owe the Credit Provider under this Lease, including any amounts payable under clause 3; less
 - 1.1.23.4 any proceeds that the Credit Provider has received in relation to the Goods pursuant to clause 7.2.1.1.
- 1.1.24 "Termination Date" means the date on which this Lease terminates, whether because the agreed term has expired or this Lease has terminated early for any reason.
- 1.1.25 "this Lease" means the agreement constituted by these terms and conditions and the Table.

1.2 If there is more than one of us

- 1.2.1 then:
 - 1.2.1.1 our obligations in relation to this Lease apply to each of us separately and to any two or more of us jointly; and
 - 1.2.1.2 if the Credit Provider deals with any one of us, it will be taken to have dealt with all of us.

1.3 Other references

- 1.3.1 In this Lease:
 - 1.3.1.1 the singular includes the plural and vice versa;
 - 1.3.1.2 headings are for convenience only and do not affect interpretation; and
 - 1.3.1.3 a reference to the Goods is also a reference to any part or item of the Goods.

1.4 Legislation and the terms of this Lease

- 1.4.1 Legislation that imposes an obligation on lessees, or gives rights or protections to lessors, is part of this Lease unless it is inconsistent with something else in this Lease.
- 1.4.2 Legislation (and anything done under legislation) to the extent that it might limit the Credit Provider's rights under this Lease will not apply unless a law says that a Lease or an agreement cannot stop it applying.

1.5 If a clause is invalid

- 1.5.1 If a provision of this Lease is or becomes invalid or unenforceable, the provision must be read down (if possible) so as to be valid and enforceable but, if it cannot, this Lease takes effect as if it did not include that provision.

2. SELECTION AND DELIVERY OF THE GOODS

2.1 Select the Goods and arrange for them to be delivered

2.1.2 I am solely responsible for selecting the Goods, for obtaining delivery of the Goods and for examining the Goods carefully before accepting them. In selecting and accepting the Goods, I must satisfy myself as to the quality, suitability, fitness for purpose and safety of the Goods.

2.2 Accept the Goods

2.2.1 If I accept the Goods, I must comply with this Lease, including making payments to the Credit Provider, even if:

2.2.1.1 the Goods are not the same as were described or shown to me when I chose them;

2.2.1.2 the Goods are not fit for the purpose for which I want to use them;

2.2.1.3 I selected the Goods after I was shown a sample of the Goods, and the Goods are not the same as the sample; or

2.2.1.4 the Goods have a fault or a defect or do not work properly or at all.

2.3 When obligations start

2.3.1 My obligations under this Lease, other than to make payments of rent, start when I sign this Lease. My obligations under this Lease to make rental payments start on the Commencement Date, irrespective of whether I have obtained delivery of the Goods.

2.4 The Credit Provider owns the Goods

2.4.1 I acknowledge that the Credit Provider owns the Goods leased to me under this Lease. My interest in the Goods is limited to the rights of use given to me by the Credit Provider under this Lease.

3. WHAT I MUST PAY AND HOW I MUST PAY IT

3.1 Pay Rent

3.1.1 I must pay rent for leasing the Goods, at the intervals (or times) and in the amounts set out in the Table. The amount of total rentals payable as stated in the Table has been determined using the actuarial method. The rate of interest used in that calculation is the Contract Rate. The actuarial method assumes that the rentals stated in the Table will be paid on the respective dates on which they fall due and the residual value will be payable in full at the expiry of the Agreed Term. It excludes GST and the Credit Provider's proceeds of sale under clause 9.4.1.

3.2 Pay Taxes

3.2.1 Subject to the terms of this Lease, I must pay to the Credit Provider the amount of all taxes (including duties and Goods and Services Tax) paid or payable by the Credit Provider on or in respect of this Lease; the Goods (including the Credit Provider's purchase or subsequent sale of the Goods, or my leasing of them); and any payment, receipt or other transaction or supply arising out of or in connection with those things.

3.2.2 The Table sets out the amount of certain taxes (including duties and Goods and Services Tax) that the Credit Provider and I expect will be payable in respect of each instalment of rent. I must pay each of these amounts as part of each instalment. However, in the event that one or more of these taxes are repealed, I will no longer have an obligation to pay the amount of the tax as part of the instalment after the relevant tax has been repealed and is no longer payable by the Credit Provider.

3.2.3 Where an amount of any tax (including duties and Goods and Services Tax) is paid or payable by the Credit Provider on or in respect of the matters described above, but is not included in the Table as an amount payable as part of each instalment, I will pay the amount of that tax (including any additional or increased tax) to the Credit Provider on demand, or as otherwise provided for in this Lease.

3.3 Pay the Credit Provider's costs and losses

3.3.1 Subject to clause 3.3.3 I must pay the Credit Provider on demand the amount of any loss or liability, or reasonable cost or expense (including any tax or amount in addition to the amounts I am obliged to pay under clause 3.2, and reasonable legal costs) which the Credit Provider has incurred, suffered or sustained or will incur, suffer or sustain:

3.3.1.1 because the Credit Provider has entered into this Lease or is or has become the owner of the Goods;

3.3.1.2 because I have breached any of my promises or obligations under this Lease;

3.3.1.3 as a result of the exercise, attempted exercise or non-exercise of the Credit Provider's rights under this Lease; or

3.3.1.4 because of the condition, operation or use of the Goods or any damage or injury to any property or person caused in any way by any of these things (including any circumstance which breaches, or could breach, any Environmental Law);

- 3.3.2 Subject to clause 3.3.3 I must also pay the Credit Provider on demand the amount of any fee or expense reasonably incurred by the Credit Provider in protecting its interest as owner of the Goods.
- 3.3.3 Despite anything else in this clause 3.3, I am not required to pay the Credit Provider or its employees, contractors or agents under this clause 3.3 to the extent that the loss, liability, cost or expense which the Credit Provider has incurred is due to the negligence, fraud or wilful default of the Credit Provider, its employees, contractors, agents or any receiver appointed by the Credit Provider in respect of any of my property.

3.4 Pay fees and charges

- 3.4.1 I agree to pay the Credit Provider the fees or charges that become payable by me under this Lease.
- 3.4.2 In addition to any fees or charges that are separately provided for under this Lease, the following fees and charges are payable by me when charged by the Credit Provider in connection with this Lease:
- 3.4.2.1 an Establishment Fee detailed in the Table, which I must pay on demand;
 - 3.4.2.2 an administration charge of \$5 per month; pro-rata as part of rentals and until contract completion unless otherwise stated in the Table
 - 3.4.2.3 a balance review fee of \$35 will be charged for reviewing or ensuring the correctness of your account where a payment to the account has been dishonoured or may be otherwise ineffective;
 - 3.4.2.4 a late payment fee of \$35 will be charged if the whole or any part of a rental payment has remained unpaid for seven (7) days and the Credit Provider then incurs administrative costs in reviewing whether to continue to allow me to receive the benefit of this Lease or to exercise its rights under clause 8.2;
 - 3.4.2.5 an instruction fee of \$104 will be charged if the Credit Provider elects to instruct agents to retake possession of the Goods when exercising its powers under this Lease;
 - 3.4.2.6 an administrative fee of \$35 will be charged to meet the Credit Provider's internal costs incurred whenever the Credit Provider:
 - 3.4.2.6.1 prepares and sends me a late payment notice or the like; or
 - 3.4.2.6.2 instructs or retains an external agent (to do something other than retaking possession of the Goods), and where I am in default under this Lease;
 - 3.4.2.7 a variation fee of \$250 will be charged each time I request the Credit Provider to vary the terms of this Lease;
 - 3.4.2.8 the amount of any Early Payment Loss arising as a result either of the termination of this Lease before the expiry of the Agreed Term or of any payment of rent made prior to the times provided in the Table; and
 - 3.4.2.9 the Credit Provider may, at any time and from time to time, waive on conditions, its rights to receive fees under clause 3. If we do not, for any reason, collect a fee or charge to which we are entitled, we have not waived our rights to collect the fee or charge for future transactions of the same nature;
 - 3.4.2.10 Information on current standard fees, charges and any interest rates is available on request.
 - 3.4.2.11 The Credit Provider will provide me with statements of account for this Lease every 12 months. The Credit Provider may provide me with statements of account electronically.

3.5 Changes to the Credit Provider's tax liability

- 3.5.1 If:
- 3.5.1.1 the Goods have been used other than for the purpose shown in the Table;
 - 3.5.1.2 any information provided to the Credit Provider about the use of the Goods is incorrect;
 - 3.5.1.3 tax deductions at the depreciation rates and methods shown in the Table are not allowed at the times or in the amounts that the Credit Provider calculated they would be allowed in determining its after-tax yield under this Lease;
 - 3.5.1.4 I pay rent other than at the intervals (or times) and in the amounts set out in the Table; or
 - 3.5.1.5 this Lease is terminated in whole or part before the expiry of the Agreed Term,
- I must pay the Credit Provider the amount that the Credit Provider reasonably determines is required to maintain its after-tax yield under this Lease because the Credit Provider's tax liability is or will be increased or tax is or will be payable by the Credit Provider earlier than it otherwise would have been. The Credit Provider will provide not less than 30 days' notice of the payment required.

3.6 Interest on overdue payments

- 3.6.1 I must pay interest on the daily balance of all money due under this Lease but unpaid from time to time. The interest rate will be the Contract Rate. This interest must be paid whenever the Credit Provider tells me. Any unpaid interest may be added to the overdue amount if the Credit Provider decides. If unpaid interest is added, I must pay interest on it as well.

3.7 Where and how payments must be made

- 3.7.1 Should I not make arrangements to pay each rental by an Approved Direct Payment Method or should I cease to pay each rental by an Approved Direct Payment Method, I will pay the Credit Provider, on demand the cash/cheque payment charge set out in the Table or in the amount set by the Credit Provider at the relevant time.
- 3.7.2 All payments under this Lease by cash, cheque or money order must be paid to the Credit Provider at its office shown in this Lease or as the Credit Provider otherwise tells me. Payments will not be taken as made until the funds have been cleared.

3.8 Payments in full

- 3.8.1 I must not withhold or make a deduction from any payment, or make a payment less than the amount I must pay, under this Lease for any reason, including because of any tax or because:
- 3.8.1.1 the Goods do not work, are damaged or I no longer have or use them; or
- 3.8.1.2 I have, or say that I have, a claim against the Credit Provider or someone else.

3.9 Anti-Money Laundering

- 3.9.1 I agree that the Credit Provider may delay, block or refuse to process any transaction without incurring any liability if the Credit Provider suspects that:
- 3.9.1.1 the transaction may breach any laws or regulations in Australia or any other country;
- 3.9.1.2 the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- 3.9.1.3 the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 3.9.2 I must provide all information to the Credit Provider which the Credit Provider reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic trade sanctions risk or to comply with any laws or regulations in Australia or any other country. I agree that the Credit Provider may disclose any information concerning me to any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere.
- 3.9.3 Unless I have disclosed that I am acting in a trustee capacity or on behalf of another party, I warrant that I am acting on my own behalf in entering into this Lease.
- 3.9.4 I declare and undertake to the Credit Provider that the processing of any transaction by the Credit Provider in accordance with my instructions will not breach any laws or regulations in Australia or any other country.

3.10 Commission

- 3.10.1 I acknowledge that the Credit Provider may pay on account of this Lease or the Goods, commission, fees or other remuneration to any Intermediary who introduces me to the Credit Provider or the Credit Provider to me. I also acknowledge that the Credit Provider may receive commission, fees or other benefits for any purpose relating to this Lease or the Goods.
- 3.10.2 If I make a payment to the Intermediary relating to any duty, fees, charges or rental as required under this Lease, I authorise the Intermediary to accept payment and to account to the Credit Provider for the amount that I have paid.

3.11 Changes in government requirements

- 3.11.1 If after the date of this Lease:
- 3.11.1.1 a change in, or a new, Government Requirement;
- 3.11.1.2 a change in a tax, or a new tax; or
- 3.11.1.3 a change in the interpretation of a Government Requirement or a tax, affects this Lease and, in the Credit Provider's reasonable opinion, directly or indirectly:
- 3.11.1.3.1 increases the cost to the Credit Provider of providing or maintaining this Lease or any funding arrangement in relation to the Goods; or

3.11.1.3.2 reduces the Credit Provider's effective rate of return (whether on capital, assets, deposits or otherwise) under this Lease

I must pay the Credit Provider, after being provided at least 30 days' notice, the amount which is necessary to compensate the Credit Provider for the increase in cost or reduction in rate. The Credit Provider will calculate the amount from the day when the Credit Provider first incurred the cost or suffered the reduction.

4. MY OBLIGATIONS REGARDING THE GOODS

4.1 Maintain and service the Goods

4.1.1 I must:

- 4.1.1.1 take proper care of the Goods;
- 4.1.1.2 keep the Goods in good working order and condition (except for fair wear and tear);
- 4.1.1.3 have the Goods serviced and maintained by properly qualified persons at my own expense in accordance with the manufacturer's or supplier's recommendations or those of an insurer of the Goods;
- 4.1.1.4 maintain and complete correctly the service records and any log book for the Goods; and
- 4.1.1.5 make sure that only genuine parts are used for repairs. I must never say or imply that the Credit Provider is responsible for doing these things.

Unless the Credit Provider otherwise agrees first in writing, replacement parts, accessories and attachments become the Credit Provider's property as soon as they are fitted to the Goods. I must make sure that I own each of them before they are fitted to the Goods, and that no other person has an interest in them.

4.2 Comply with requirements

4.2.1 I must:

- 4.2.1.1 comply with all laws relating to the Goods and their operation and use, including Environmental Laws;
- 4.2.1.2 if the Goods are capable of registration, keep the Goods registered;
- 4.2.1.3 use the Goods as intended by the manufacturer, and not otherwise;
- 4.2.1.4 comply with the limits, specifications and instructions of the manufacturer or supplier;
- 4.2.1.5 comply with any requirements of an insurer of the Goods; and
- 4.2.1.6 comply with any requirements of the Credit Provider in relation to the condition or use of the Goods notified to me by the Credit Provider before I sign this Lease.

4.3 Warranties and guarantees are effective

4.3.1 I must do whatever is necessary or desirable to make sure that all warranties and guarantees given by the manufacturer or supplier of the Goods are effective.

4.4 Inspect the Goods

4.4.1 I must, whenever the Credit Provider tells me:

- 4.4.1.1 produce the Goods to the Credit Provider; and
- 4.4.1.2 allow the Credit Provider, at any reasonable time, to enter the place where the Goods are kept to inspect them or to exercise any of its rights under this Lease.

In exercising its inspection rights under this Lease, the Credit Provider may carry out any necessary tests on the Goods and engage qualified experts.

4.5 Information about me or the Goods

4.5.1 I must:

- 4.5.1.1 tell the Credit Provider in writing immediately each time the place where the Goods are used or kept is changed from the place set out in the Table, and each time my address changes from the address shown in this Lease,
- 4.5.1.2 prepare annually financial statements for myself and give the Credit Provider copies of them immediately after they have been prepared; and
- 4.5.1.3 give the Credit Provider any other information that the Credit Provider asks for concerning my financial position or the Goods.

4.6 Not deal with the Goods

- 4.6.1 I must not, nor attempt to, unless the Credit Provider agrees first in writing:
- 4.6.1.1 sub-lease, bail or otherwise part with possession of the Goods;
 - 4.6.1.2 sell the Goods;
 - 4.6.1.3 give anyone an interest in the Goods, including a Security Interest; or
 - 4.6.1.4 give anyone an interest in this Lease, including a Security Interest.

4.7 Acknowledgements in relation to the place where the Goods are kept

- 4.7.1 If the Goods are attached to land, I acknowledge that the Credit Provider still remains the owner of the Goods.
- 4.7.2 I must ensure that any person who has or will have an interest (including a Security Interest) in or over the place where the Goods are or will be kept acknowledges the Credit Provider's ownership of the Goods and its rights under this Lease. This acknowledgement must be provided to the Credit Provider's satisfaction before the Goods are delivered or moved to that place or before the person obtains an interest in or over that place, as applicable.

4.8 No signs or alterations

- 4.8.1 I must not, unless the Credit Provider first agrees in writing:
- 4.8.1.1 paint or display signs or advertising on the Goods; or
 - 4.8.1.2 alter the Goods, or change the identifying marks or numbers on the Goods. I must remove all signs and advertising from the Goods and repair any resulting damage, to the Credit Provider's satisfaction, before the Termination Date.
- 4.8.2 I agree that the Credit Provider may at any time fix identifying plates or marks on or to the Goods for any purpose (including advising of its Security Interest in the Goods and prohibiting any dealing in the Goods) and I agree to provide the Credit Provider with access to the Goods to enable the Credit Provider to do this.

5. PERSONAL PROPERTY SECURITIES ACT

5.1 PPSA further steps

I agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which the Credit Provider asks and considers necessary for the purposes of:

- (a) providing more effective security over the Goods, or any other personal property over which the Credit Provider has a Security Interest for payment of money owing to us under or in connection with this Lease;
- (b) ensuring that a Security Interest created under this Lease is enforceable, perfected (including, where possible, by control in addition to registration) and otherwise effective;
- (c) enabling the Credit Provider to apply for any registration, or give any notification, in connection with a Security Interest created under this Lease so that the Security Interest has the priority the Credit Provider requires;
- (d) enabling the Credit Provider to exercise its rights in connection with the Goods;
- (e) binding me and any other person intended to be bound under this Lease;
- (f) enabling the Credit Provider to obtain the consent to any Security Interest of any other person;
- (g) enabling the Credit Provider to register the power of attorney in clause 11.1 or a similar power; or
- (h) showing whether I am complying with this Lease.

5.2 PPSA undertaking

If:

- (a) I hold any Security Interest for the purposes of the PPSA and if my failure to perfect such Security Interest would materially adversely affect my business or the Credit Provider's Security Interest over the Goods; or
- (b) a Security Interest over the Goods in my favour is created (whether or not as a result of a breach by me under this Lease),

I 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 I take all reasonable steps under the PPSA to continuously perfect any such Security Interest including all steps reasonably necessary:

- (c) for the Credit Provider 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

- (d) to reduce as far as possible the risk of a third party acquiring an interest free of the Credit Provider's Security Interest (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).

If the Credit Provider asks, I agree to arrange at my expense an audit of the PPSA procedures. The Credit Provider may ask me to do this if the Credit Provider reasonably suspect that I are not complying with this clause.

5.3 Security interest in Chattel Paper

If a Security Interest in connection with the Goods in the form of chattel paper (as defined in the PPSA) is held by me or arises in my favour (whether or not as a result of a breach by me under this Lease), I grant a Security Interest in the chattel paper and its proceeds (the "chattel paper") to the Credit Provider for the purposes of securing payment of any money I owe to the Credit Provider under or in connection with this Lease. The Security Interest created by this clause is a charge, and I may not transfer, dispose of or otherwise deal with the chattel paper or allow another Security Interest to exist over it. I must ensure I deposit with the Credit Provider all original documents of title comprising the chattel paper and any other documents the Credit Provider requests relating to the chattel paper.

5.4 Registration

The Credit Provider may at my expense apply for any registration, or give any notification, in connection with a Security Interest created under this Lease, and for whatever class or classes of collateral the Credit Provider thinks fit. I consent to any registration or notification by the Credit Provider, and may not make an amendment demand.

5.5 Costs of further steps

Everything I am required to do under this clause is at my expense. I agree to pay or reimburse the Credit Provider for its reasonable costs in connection with anything I am required to do under this clause. However, the Credit Provider is not entitled to payment or reimbursement under this clause 5.5 to the extent that the cost arises from the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Credit Provider in respect of any of my property.

5.6 Notification of name change

I agree to notify the Credit Provider in writing of any change in my name at least 14 days before I propose to change my name.

5.7 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence of or contents of this Lease) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this Lease (including preparatory steps such as negotiating with any potential assignee of the Credit Provider's rights or other person who is considering contracting with the Credit Provider or a receiver in connection with this Lease);
- (b) to each parties' officers, employees, legal and other advisers and auditors;
- (c) to any party to this Lease or any related entity of any party to this Lease, provided the recipient agrees to act consistently with this clause;
- (d) with the non-disclosing party's consent (not to be unreasonably withheld); and
- (e) any disclosure the disclosing party reasonably believes is required by any law or stock exchange (except this paragraph does not permit the Credit Provider to disclose this information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

5.8 Exclusion of certain PPSA provisions

I agree that to the extent the law permits them to be excluded by agreement:

- (a) If the Goods are not used predominantly for personal, domestic or household purposes, sections 142 and 143 of the PPSA are excluded and the Credit Provider need not comply with any of the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to me by the Credit Provider; and
- (b) neither the Credit Provider nor any receiver need give me any other notice required under any provision of the PPSA (except section 135).

This clause applies despite any other clause in this Lease.

6. INSURANCE

6.1 Insure the Goods

6.1.1 I must insure, and keep insurance, against:

- 6.1.1.1 loss or damage to the Goods caused by fire, accident or theft; and

6.1.1.2 liability to third parties for bodily injury, death or damage to property arising in relation to the Goods and such other risks as the Credit Provider tells me.

6.1.2 The insurance must be with an insurance company acceptable to the Credit Provider and note the Credit Provider's interest as owner of the Goods. I must make sure that the amount and other terms of the insurance are acceptable to the Credit Provider.

6.2 Give insurance details to the Credit Provider

6.2.1 I must provide evidence to the Credit Provider's satisfaction that there is insurance in place as required by this Lease whenever the Credit Provider asks.

6.3 Keep insurance current

6.3.1 I must not do or fail to do anything that would:

6.3.1.1 make the insurance invalid; or

6.3.1.2 give the insurer justification for cancelling or voiding the insurance or reducing the amount payable on a claim.

6.4 The Credit Provider may exercise rights

6.4.1 In respect of any insurance I arrange to comply with my obligations under this Lease, the Credit Provider may in its own name or in my name:

6.4.1.1 conduct legal proceedings in respect of any claim; and

6.4.1.2 compromise or settle any claim.

I must not do these things unless the Credit Provider agrees first in writing.

7. IF THE GOODS ARE DAMAGED OR LOST

7.1 Goods totally damaged or lost

7.1.1 I must immediately inform the Credit Provider in writing if the Goods are:

7.1.1.1 stolen and considered lost or destroyed; or

7.1.1.2 damaged to such an extent that it is, or the insurer decides that it is, impractical or uneconomic to repair them.

7.1.2 If any of these things happen, the Goods will be treated for the purposes of this Lease as totally damaged or lost.

7.2 If the Goods are totally damaged or lost

7.2.1 If the Goods are totally damaged or lost:

7.2.1.1 the Credit Provider is entitled to:

7.2.1.1.1 all proceeds of any insurance for the Goods that an insurer pays or must pay to me; and

7.2.1.1.2 all amounts which any other person pays or must pay to me in respect of the Goods.

7.2.1.2 If I receive any of that money, I must hold it on trust for the Credit Provider; and

7.2.1.3 Within seven (7) days after the damage or loss, I must pay the Credit Provider, in addition to any other amount which I must pay under this Lease:

7.2.1.3.1 the Termination Amount calculated for the Goods as at that date, and

7.2.1.3.2 any Early Payment Loss calculated as at that date.

7.3 What happens to the Lease

7.3.1 When I make payment in full under clause 7.2.1.3, this Lease terminates in relation to the affected Goods. If the payment under clause 7.2.1.3 is in relation to only part of the Goods this Lease terminates in relation to only those Goods and the Credit Provider will recalculate the rent and taxes for the remaining Goods.

7.4 If the Credit Provider receives an insurance payout or other payment

7.4.1 If after I make payment in full under clause 7.2.1.3, the Credit Provider receives money as a result of the Goods having been totally damaged or lost, then the Credit Provider must pay me the lesser of:

7.4.1.1 the amount of the payment made under clause 7.2.1.3; and

7.4.1.2 the amount the Credit Provider received less the amount of any debt or liability that I then owe the Credit Provider under this Lease or otherwise.

7.5 If the Goods are damaged but not totally damaged or lost

- 7.5.1 If the Goods are damaged but are not totally damaged or lost, I must:
 - 7.5.1.1 repair them to the same condition as they were in before being damaged; and
 - 7.5.1.2 apply any money that I receive because the Goods are damaged:
 - 7.5.1.2.1 first, towards repairing the Goods; and
 - 7.5.1.2.2 second, in payment to the Credit Provider as owner of the Goods.
- 7.5.2 If the Credit Provider receives money because the Goods are damaged, the Credit Provider may use the money towards repairing the Goods.

8. WHAT CAN HAPPEN IF I DEFAULT

8.1 I will be in default if:

- 8.1.1 I do not pay the Credit Provider within 2 Business Days of becoming due any money that I owe under this Lease;
- 8.1.2 a representation, undertaking or statement or any information I have given to the Credit Provider in connection with this Lease is materially incorrect or misleading when made or given;
- 8.1.3 the Credit Provider is notified by a statutory or law enforcement authority that I have been involved in an illegal activity;
- 8.1.4 I go into administration, liquidation, receivership or commit an act of bankruptcy;
- 8.1.5 all or a material part of my property is repossessed or seized, or a judgement is obtained against me allowing a person to repossess or seize such property;
- 8.1.6 I lose a licence or permit that is needed to conduct or operate my business;
- 8.1.7 I fail to maintain the insurance I am required to have under this Lease;
- 8.1.8 (a) there is a change in my legal status, the capacity in which I have entered into this Lease or my composition (for example, a change in the partners making up a partnership) in each case without the Credit Provider's prior written consent; or
(b) if I am an individual, I die or become subject to legal incapacity; or
- 8.1.9 the Goods are dealt with in breach of this Lease, unless the Credit Provider has given its prior written consent to that dealing.

8.2 If a default event:

- 8.2.1 set out in clause 8.1.1 occurs and the additional requirement in this clause 8.2.1 has been met, the Credit Provider may, by written notice to me, exercise its Default Rights (defined below). The additional requirement is that either:
 - 8.2.1.1 if the Credit Provider demands that I pay all or part of any money that I owe under this Lease, then the payment date that the Credit Provider tells me will be at least 30 days after the Credit Provider gives me the demand; or
 - 8.2.1.2 the Credit Provider will not exercise its Default Rights under clause 8.3 unless the Credit Provider first gives me 30 days' notice.

In each case the Credit Provider can give me a shorter notice period, or no notice at all, if it is reasonable for the Credit Provider to do this to manage a material and immediate risk relating to the nature of the default, my circumstances, or the value of the Goods.

If I fix the failure to pay during the period set out in the Credit Provider's demand or notice, and no other failure to pay has arisen, then the Credit Provider will not enforce the terms of its demand or it will not exercise its Default Rights after I fix it; or
- 8.2.2 set out in clauses 8.1.2 to 8.1.9 occurs, and any additional requirements in this clause 8.2.2 have been met, the Credit Provider may, by written notice to me, exercise its Default Rights. The additional requirements are:
 - 8.2.2.1 The Credit Provider may only exercise its Default Rights if the default event is by its nature material, or the Credit Provider reasonably considers the event has had, or is likely to have, a material impact on:
 - (a) my ability to meet my financial obligations to the Credit Provider (or its ability to assess this);
 - (b) the Credit Provider's security risk (or its ability to assess this);
 - (c) the Credit Provider's legal or reputational risk where a default event under clause 8.1.2 or 8.1.3 has occurred; and

8.2.2.2 If the default event can be fixed, the Credit Provider will give me a notice setting out the default and how long I have to fix it. The Credit Provider will usually give me 30 days to fix it. However the Credit Provider can give me a shorter period if it is reasonable for it to do this to manage a material and immediate risk relating to the nature of the default, my circumstances, or the value of the Goods.

If I fix the default during the period set out in the Credit Provider's notice, and no other default of the same type has arisen, then the Credit Provider will not exercise its Default Rights.

8.3 What the Credit Provider can do

8.3.1 If the Credit Provider is entitled to exercise its Default Rights under clause 8.2, the Credit Provider can, as it decides exercise the following rights, "Default Rights":

8.3.1.1 apply to court to make me comply with my obligations, or to recover damages because of my default; or

8.3.1.2 terminate this Lease (by telling me in writing that this Lease is terminated) and retake possession of the Goods.

In some cases the Credit Provider's exercise of its Default Rights may be restricted by law. In addition, where the Credit Provider exercises its Default Rights, a law or industry code (such as the Banking Code of Practice) may require a minimum notice period or a particular delivery method to be given. If they do, then the Credit Provider will use the method and give me at least the notice they require.

8.4 Repudiation of this Lease

8.4.1 My fundamental obligations under this Lease are:

8.4.1.1 my obligations to pay all money on time and as otherwise required by this Lease;

8.4.1.2 my obligations under clauses 4.1, 4.2, 4.3, 4.5, 4.6, 4.7, 4.8 and 6; and

8.4.1.3 not to be or become insolvent.

8.4.2 I will have repudiated this Lease if I do not comply with any of my fundamental obligations or if I show by my conduct that I no longer see myself as being bound by this Lease.

9. WHAT HAPPENS WHEN THIS LEASE TERMINATES

9.1 Lease terminates

9.1.1 This Lease terminates on the expiry of the Agreed Term, unless it has terminated earlier for any reason, including by agreement.

9.2 Return the Goods to the Credit Provider

9.2.1 On the Termination Date, unless otherwise agreed, I must return to a place nominated by the Credit Provider:

9.2.1.1 the Goods in good order and repair (except for fair wear and tear), and

9.2.1.2 any registration certificates relating to the Goods, any signed transfer documents required by the Credit Provider and all other records regarding the Goods.

This clause does not apply if this Lease has terminated in relation to the Goods under clause 7.3.

9.3 Early Termination

9.3.1 If this Lease terminates before the expiry of the Agreed Term and where the Credit Provider receives the Goods back into its possession (whether upon a return or repossession), the Credit Provider will offer to sell the Goods, either at auction or by private sale. The Credit Provider (acting reasonably) can include any terms it considers necessary and appropriate in the conditions of sale.

9.3.2 If the proceeds of sale of the Goods are less than the total of the following amounts:

9.3.2.1 the amount of any Goods and Services Tax paid or payable by the Credit Provider on the supply arising from the sale;

9.3.2.2 its other reasonable costs and expenses of selling the Goods;

9.3.2.3 the Termination Amount calculated for the Goods as at the Termination Date; and

9.3.2.4 the amount of any other debt or liability that I then owe the Credit Provider under this Lease,

I must pay to the Credit Provider on demand the amount of the difference.

9.3.3 If the Credit Provider is unable to sell the Goods after the Goods have first been offered for sale, I agree that the Goods have no market value, and I must pay to the Credit Provider on demand the following amounts:

9.3.3.1 its reasonable costs and expenses incurred in attempting to sell the Goods;

9.3.3.2 the Termination Amount calculated for the Goods as at the Termination Date; and

9.3.3.3 the amount of any other debt or liability that I then owe the Credit Provider under this Lease.

- 9.3.4 If this Lease terminates before the expiry of the Agreed Term in circumstances where I remain liable to return the Goods to the Credit Provider, and the Credit Provider does not receive the Goods back into its possession (whether upon my failure to return or the Credit Provider being unable to repossess) and it is reasonably likely that the Credit Provider will not receive the Goods back within a reasonable period of time, I agree that the Goods will be deemed to have no market value and I must pay to the Credit Provider on demand the following amounts:
- 9.3.4.1 its reasonable costs and expenses incurred in attempting to retake possession of the Goods;
 - 9.3.4.2 the Termination Amount calculated for the Goods as at the Termination Date; and
 - 9.3.4.3 the amount of any other debt or liability that I then owe the Credit Provider under this Lease.
- 9.3.5 This clause does not apply if this Lease has terminated in relation to the Goods under clause 7.3 or as otherwise agreed by the Credit Provider.
- 9.3.6 For the purposes of this clause 9.3, any reasonable costs and expenses incurred by the Credit Provider in selling, attempting to sell or retaking possession of the Goods will not include any amounts incurred by the Credit Provider due to the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Credit Provider in respect of any of my property.

Warning: If you prepay part or all of the Termination Amount on this Lease, the amount of costs or losses may be significant. If you wish to prepay part or all of the Termination Amount, you should discuss it with the Credit Provider first and the Credit Provider can calculate the costs or losses that you would have to pay if you made the prepayment. This will help you to decide whether you want to go ahead with the prepayment.

9.4 Termination at expiry of Agreed Term

- 9.4.1 If this Lease has terminated because the Agreed Term has expired and I have returned the Goods to the Credit Provider, as soon as practicable the Credit Provider will offer to sell the Goods, either at a public auction or by private sale. The Credit Provider (acting reasonably) can include any terms it considers necessary and appropriate in the conditions of sale.
- 9.4.2 If the Credit Provider's proceeds of sale, after deducting:
- 9.4.2.1 the amount of any Goods and Services Tax paid or payable by the Credit Provider on the supply arising from the sale; and
 - 9.4.2.2 its other reasonable costs and expenses of selling the Goods;
- (the "net proceeds") are less than 10/11ths of the residual value for the Goods set out in the Table, I must pay the Credit Provider on demand the amount of the difference between the net proceeds and 10/11ths of the residual value.
- 9.4.3 Separately, and in any event, I must pay the Credit Provider the amount of any Goods and Services Tax payable by the Credit Provider in respect of the residual value, or any part thereof, arising from a supply (or deemed supply) to me.
- 9.4.4 If the Credit Provider is unable to sell the Goods within two months after the Goods have first been offered for sale, I agree that the Goods have no market value, and I must pay the Credit Provider on demand the residual value for the Goods as set out in the Table.
- 9.4.5 If the Agreed Term has expired and I fail to return the Goods to the Credit Provider, I must pay the Credit Provider on demand the residual value for the Goods as set out in the Table.

9.5 Failure to return Goods on time

- 9.5.1 If I fail to return the Goods on the Termination Date, I must pay the Credit Provider on demand for each day that I retain the Goods an amount equal to the average daily rent for the agreed term, which I agree will be calculated as:
- 9.5.1.1 the average monthly rent for the Agreed Term; and
 - 9.5.1.2 divided by 30.
- 9.5.2 I acknowledge that neither this clause nor any payment that I make under it in any way gives me any rights to retain the Goods or reduces my other obligations under this Lease.
- 9.5.3 This clause does not apply if this Lease has terminated in relation to the Goods under clause 7.3.

10. ACKNOWLEDGEMENTS ABOUT THIS LEASE AND THE GOODS

10.1 What the Credit Provider has done leading up to this Lease

10.1.1 I acknowledge that:

10.1.1.1 the Credit Provider is not the manufacturer of the Goods;

10.1.1.2 the Credit Provider is not qualified to provide me with taxation, legal or accounting advice and accordingly has recommended that I seek independent advice in regard to the financial, taxation or other consequences of the Lease;

10.1.1.3 in choosing the Goods I did not rely on:

10.1.1.3.1 anything that the Credit Provider may have told me about them; or

10.1.1.3.2 any information that the Credit Provider may have given me about them; and

10.1.1.4 in deciding to sign this Lease I did not rely on any information that the Credit Provider may have given me about my rights and duties under it, its financial effect, its effect on my income tax position or its treatment for accounting or income tax purposes.

10.2 No warranties

10.2.1 So far as any warranty, representation or assurance implied by law can be excluded, the Credit Provider does not give any warranty, representation or assurance as to the quality, suitability, fitness for purpose or safety of the Goods.

10.3 No liability for what other people tell me

10.3.1 The Credit Provider is not responsible for, and has no liability for, anything that may have been said to me, or any information that may have been given to me, about the Goods or this Lease or its effect by a person who introduced us to each other or the manufacturer of the Goods.

10.4 No liability for damage caused by the Goods

10.4.1 So far as the law allows, the Credit Provider is not liable for:

10.4.1.1 any injury or loss that I or any other person suffers; or

10.4.1.2 any damage to, or loss or destruction of, property belonging to me or anybody else, arising out of the possession, operation or use of the Goods or their repair or maintenance.

10.4.2 I must pay all these amounts, as well as all other losses, liabilities, costs and expenses in connection with the possession, operation or use of the Goods by me or any other person.

10.4.3 In any case, so far as the law allows, the Credit Provider's liability to me is limited to, at the Credit Provider's option:

10.4.3.1 repairing the Goods or paying for their repair; or

10.4.3.2 replacing the Goods with the same or equivalent Goods or paying the cost of doing either.

10.4.4 I agree that this clause applies whether or not the Competition and Consumer Act 2010 (Cth), the Goods Act 1958 (Vic) or a law of a State or Territory that corresponds to either of those laws applies.

10.5 At my own expense

10.5.1 I will do at my own expense everything that I do under this Lease or under any law. This applies even if it is something that the Credit Provider has asked me to do or is for the Credit Provider's benefit.

11. ADDITIONAL RIGHTS AND PROTECTIONS FOR THE CREDIT PROVIDER

11.1 Act on my behalf

11.1.1 For valuable consideration and to secure to the Credit Provider the performance of my obligations under this Lease, I irrevocably appoint the Credit Provider and each Credit Provider officer jointly and each of them severally as my attorney to sign any document and do any other thing that the attorney thinks is necessary or desirable:

11.1.1.1 to make sure that this Lease is as effective as possible;

11.1.1.2 to apply for and obtain any data or any information of any kind relating to the Goods, their registration, location or any other matter relating to the Goods held by any body, authority or corporation (whether it be public, private or State or Federal) to the same extent as if I applied for or obtained such information personally;

11.1.1.3 to do anything that the Credit Provider could do under this Lease or by law; or

11.1.1.4 to do anything that I could do or ought to have done under this Lease or in respect of the Goods.

11.1.2 If the Credit Provider asks, I will confirm in writing that anything done by a person under this clause is binding on me.

11.1.3 I also acknowledge that the Credit Provider is authorised by me to complete and fill any blanks or omissions in this Lease, financing statements, financing change statements or transfers for the Goods, including insertion of serial numbers and other identification data of the Goods.

11.2 Remedy my defaults

11.2.1 The Credit Provider may do at my expense anything that I have not done that I should have done under this Lease or have not done properly.

11.3 How the Credit Provider can exercise its rights

11.3.1 The fact that the Credit Provider does not exercise, or delays in exercising, a right under this Lease does not mean that it has given up or waived the right or that it cannot exercise the right later. The fact that the Credit Provider exercises a right once or partly does not mean that it cannot exercise that right again or other rights later.

11.3.2 The only way in which the Credit Provider can waive any of its rights under this Lease is by giving me a notice in writing.

11.3.3 The Credit Provider's right to receive payment under a provision of this Lease does not limit or reduce its right to receive payment under any other provision of this Lease.

11.3.4 Any termination of this Lease does not affect any of the Credit Provider's rights before such termination in respect of any default or other breach or to receive any payment (including after making a demand or the expiry of any period). I agree that the Credit Provider will not be liable to me for any loss or damage caused by it exercising its rights under this Lease or any law except to the extent that such loss or damage is caused by the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Credit Provider over any of my property.

11.4 The Credit Provider's consent

11.4.1 I agree that, so far as the law allows, a law that provides that the Credit Provider may not unreasonably withhold its consent to my doing something in connection with this Lease (for example, section 144 of the Property Law Act 1958 (Vic)) does not apply.

11.5 Indemnities to the Credit Provider

11.5.1 Subject to clause 11.5.2 to the full extent permitted by law, I indemnify the Credit Provider against all loss, damages, liabilities, reasonable costs and expenses (including, without limitation, reasonable legal expenses on a full indemnity basis) of whatever kind or nature suffered or incurred by the Credit Provider or claimed by any person which arise from or in respect of:

11.5.1.1 the Goods or their delivery, installation, use, operation, repair or maintenance, or their loss, destruction or damage (including loss of value resulting from insufficient, inadequate or faulty repair, or if the Credit Provider cannot recover the Goods for any reason whatsoever);

11.5.1.2 any claim or demand made by any third party in relation to the Goods;

11.5.1.3 any damage to property, or death of, or injury to, any person, suffered or sustained in connection with the Goods;

11.5.1.4 any failure by me to observe my obligations under this Lease (and which are not otherwise recoverable under this Lease);

11.5.1.5 any reasonable steps taken by the Credit Provider to administer, exercise, enforce, confirm the existence or scope of or preserve any of its rights under this Lease;

11.5.1.6 the Credit Provider's ownership of the Goods.

11.5.2 Despite anything else in this clause 11.5, I am not required to indemnify the Credit Provider or its employees, contractors or agents to the extent of any loss, damages, liabilities, costs and expenses which the Credit Provider has incurred due to the negligence, fraud or wilful default of the Credit Provider, its employees, contractors, agents or any receiver appointed by the Credit Provider in respect of any of my property.

11.6 Who can exercise the Credit Provider's rights

11.6.1 Any Credit Provider officer can exercise the Credit Provider's rights under this Lease or any law on its behalf.

11.7 Certificates about this Lease

11.7.1 The Credit Provider may give a certificate about any matter relating to this Lease. For example, the Credit Provider can give a certificate about:

11.7.1.1 the amount of any money that I owe to the Credit Provider;

11.7.1.2 whether or not something has happened; or

11.7.1.3 whether I am in default.

11.8 Instructions

11.8.1 I agree that the Credit Provider may act in accordance with any instructions in relation to anything under or in connection with this Lease given, or purporting to be given to the Credit Provider, by telephone or facsimile, or other electronic means, orally or in writing, by me or my authorised representative. I agree that, if the Credit Provider acts in accordance with an instruction given in any of these ways, that act is done with my authority and the Credit Provider shall not be liable for any loss or damage incurred as a result of any error, omission or misinterpretation of such instructions (other than to the extent that this loss or damage is caused by the fraud, wilful default or negligence of the Credit Provider or its employees, contractors or agents). I also agree that the Credit Provider shall not be liable for any loss or damage incurred as a result of the Credit Provider accepting instructions from any person purporting to act on my behalf. The Credit Provider reserves the right to refuse to accept or act on any such instructions.

12. THE LAW AND JURISDICTION THAT APPLIES TO THIS LEASE

12.1 This Lease is governed by the law in force in the place where the first Lessee resides as at the date of this Lease. I agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law of that place, and the law of the Commonwealth of Australia, if applicable.

Any proceedings in respect of any cause of action arising under this Lease may be instituted, heard and determined in a Court of competent jurisdiction in the capital city of the State or Territory of my address shown in the Lease. It is agreed that such Court will possess territorial jurisdiction to hear and determine any such proceeding.

13. HOW TO GIVE A NOTICE UNDER THIS LEASE

13.1 Notices to the Credit Provider

13.1.1 If I wish to give the Credit Provider a notice regarding this Lease, it will only be effective if I give it in writing to the Credit Provider at its office shown in this Lease or at its registered office. It is my responsibility to make sure that the Credit Provider receives my notice.

13.2 Notices to me

13.2.1 The Credit Provider may give me a notice, demand or certificate regarding this Lease:

13.2.1.1 by handing it to me;

13.2.1.2 by leaving it at my address as shown in this Lease or as recorded by the Credit Provider as my most recent address, in which case it will be taken to have been given and received when left;

13.2.1.3 by posting it in a pre-paid envelope to me at that address, in which case it will be taken to have been given and received when it would be delivered in the ordinary course of post;

13.2.1.4 by sending it to me by facsimile transmission to the facsimile number nominated by me from time to time, in which case it will be taken to have been given and received on the date a transmission report is produced stating it was sent in full and without error; or

13.2.1.5 where expressly permitted by this Lease, by press advertisement, in which case it will be taken to have been given and received on the date the press advertisement is first published.

13.2.1.6 in any other way that the law allows.

13.2.2 A notice, demand or certificate from the Credit Provider may be signed for the Credit Provider by a Credit Provider officer or by a lawyer acting for the Credit Provider or by any agent authorised by the Credit Provider.

13.3 Notice period

13.3.1 If a law provides that the Credit Provider has to give me notice before it may do something under or for the purposes of this Lease, the Credit Provider will comply with the notice period required by law or, if no notice period is specified, I agree that the Credit Provider will give me 14 days' notice and that this notice period is sufficient.

14. WHERE I AM A TRUSTEE

14.1 If I am a trustee

14.1.1 If I am a trustee, I acknowledge that this Lease is binding on me both personally and in my capacity as trustee.

14.2 What I tell the Credit Provider about the trust

14.2.1 If I am a trustee, I assure the Credit Provider that:

14.2.1.1 I am entering into this Lease for a proper purpose of the trust;

14.2.1.2 I have the power and authority under the trust to enter into this Lease; and

14.2.1.3 I have the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for all liabilities that I incur under this Lease.

14.3 If I am not a trustee

14.3.1 Unless I have disclosed that I am acting in a trustee capacity or on behalf of another party, I warrant that I am acting on my own behalf in entering into this Lease.

15. USE OF COMMERCIAL CREDIT INFORMATION

15.1 I agree that the Credit Provider and Esanda Finance Corporation Limited may obtain from each other information about my commercial activities and commercial credit worthiness.

16. APPLICATION OF THE BANKING CODE OF PRACTICE

16.1 If I am an individual or small business (as defined in the Banking Code of Practice) the Credit Provider is bound by the Banking Code of Practice when it provides its products and services to me.

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to the Credit Provider.

17. VARIATIONS AND CHANGES

17.1 The Credit Provider may, from time to time, make any of the following changes to the terms and conditions applicable to this Lease. The Credit Provider will give me notice of these changes as set out below:

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice of the change
Change the frequency with which rental payments are debited	In writing	30 days
Introduce a new fee or charge (other than a government fee or charge)	In writing	30 days
Change an existing fee or charge (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days, or less if favourable to me
Change how fees or charges are calculated, or the frequency of, or payment date for, fees or charges (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days
Change the available payment methods	In writing or by advertising in the local or national media	30 days
Change how rental payments are calculated, or the amount of, frequency of, or payment date for, rental payments	In writing or by advertising in the local or national media	30 days, or less if favourable to me
Introduce or change a government fee or charge	In writing or by advertising in the local or national media	Day of change (unless published by a government, government agency or representative body)
Changes that are administrative or correct a mistake, inconsistency or omission	In writing	30 days

The changes in the table set out above, other than a change that is administrative or to correct a mistake, inconsistency or omission, are changes that apply to all or a class of customers for a contract like mine, or to a class of customers like me. Where a change is administrative or to correct a mistake, inconsistency or omission, that change can be made for an individual customer.

17.2 Changes to other terms

The Credit Provider may also from time to time make any of the changes to the terms and conditions applicable to this Lease set out in the table below. The table below also sets out how and when the Credit Provider will notify me of these changes

Types of changes the Credit Provider can make	Method of notice	Minimum number of days' notice of the change
Changes reflecting the Credit Provider's business, communication or technological systems or processes.	In writing or by advertising in the local or national media.	30 days, or less if favourable to me; or it is reasonable for the Credit Provider to manage a material and immediate risk.
Changes to comply with any law or any change in law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body.		
Changes that, in the Credit Provider's reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity.		
Changes to add, change or remove any discounts, benefits or concessions.		
Changes to simplify the terms and conditions applicable to this Lease.		
Changes to reflect product changes and/or improvements or to ensure that the terms and conditions applicable to this Lease are consistent with the Credit Provider's operational processes.		
Changes to discontinue or replace a product, and for this purpose the Credit Provider may change my product to a different product with similar features to the discontinued or replaced product.		
Changes that are beneficial to me.		
Changes that reflect current industry or market practice or conditions.		

The changes in the table set out above are changes that apply to all or a class of customers for a contract like mine, or to a class of customers like me.

- 17.3 The rights mentioned above in each of clauses 17.1 and 17.2 should be read as if they are each a separate right even though they are set out in the one table.
- 17.4 The method and minimum time periods for notices set out in clauses 17.1 and 17.2 are subject to the following:
- 17.4.1 If any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then the Credit Provider will use the method and give me at least the notice they require.
- 17.4.2 As long as the Credit Provider is not in conflict with those laws or industry codes, the Credit Provider may also give me less notice than specified in the table if it is reasonable for the Credit Provider to manage a material and immediate risk.
- 17.5 Notwithstanding any other term of this Lease, the Credit Provider may not make a change under clause 17.1 or 17.2 that would increase the Credit Provider's Contract Rate in respect of this Lease.
- 17.6 If I do not accept the changes the Credit Provider makes to the terms and conditions under this clause 17, I may terminate this Lease by giving written notice to the Credit Provider and complying with my obligation on termination under clause 9.

Reminder: If I terminate the Lease under clause 17.6, I may have to pay the Credit Provider the Termination Amount, the amount of any Early Payment Loss, and any other amounts payable under this Lease. I acknowledge that I should ask the Credit Provider for an estimate of these amounts before deciding to terminate the Lease.

18. JOINT AND SEVERAL LIABILITY

- 18.1 If there is more than one person who is a party to this Lease as the lessor, then each of us is liable to the Credit Provider individually under this Lease, as well as jointly liable with one another.

19. PRIVACY AND CONFIDENTIALITY

- 19.1 References to ANZ in the following clauses, means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and Esanda Finance Corporation Limited ABN 64 004 346 043.
- 19.2 Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).
- 19.3 I understand that ANZ will collect and use information about me during the course of my relationship with ANZ. This clause explains when and how ANZ may collect, use and disclose this information.
- 19.4 I understand that it is important that the information ANZ holds about me is up to date. I will let ANZ know when information I have provided ANZ has changed.

19.5 Collection, use and disclosure of information

ANZ may use and disclose the information it collects about me for the following purposes:

- 19.5.1 to assist in providing information about a product or service;
- 19.5.2 to consider my request for a product or service;
- 19.5.3 to enable ANZ to provide a product or service;
- 19.5.4 to tell me about other products or services that may be of interest to me;
- 19.5.5 to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service
- 19.5.6 to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- 19.5.7 to consider any concerns or complaints I raise against ANZ and/or to manage any legal action involving ANZ;
- 19.5.8 to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- 19.5.9 to identify me or establish my tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- 19.5.10 as required by relevant laws, regulations, codes of practice and external payment systems.

19.6 Absence of relevant information

I understand that if I do not provide some or all of the information requested, ANZ may be unable to provide me with a product or service.

19.7 Information requirement by law etc.

I understand that ANZ may be required by relevant laws to collect certain information from me. Details of laws that require ANZ to collect information about individuals (personal information) and why these laws require ANZ to collect personal information are contained in ANZ's Privacy Policy and at www.anz.com/privacy.

19.8 Providing your information to others

- 19.8.1 I understand that ANZ may provide my information or other confidential information (including the terms of this Lease) to:
- 19.8.1.1 any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess my application for one of its products or services; manage my product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
 - 19.8.1.2 an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide me with products or services; and/or promote a product or service;
 - 19.8.1.3 any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
 - 19.8.1.4 an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
 - 19.8.1.5 regulatory bodies, government agencies, law enforcement bodies and courts;
 - 19.8.1.6 other parties ANZ is authorised or required by law to disclose information to;

- 19.8.1.7 participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
 - 19.8.1.8 other credit providers;
 - 19.8.1.9 insurers and reinsurers;
 - 19.8.1.10 my guarantor (and intending guarantors) and any person who has provided security for my loan;
 - 19.8.1.11 any person who introduces me to ANZ;
 - 19.8.1.12 my referee(s);
 - 19.8.1.13 my employer;
 - 19.8.1.14 my joint borrower(s) or account holder(s); and
 - 19.8.1.15 my authorised agents; my executor, administrator or trustee in bankruptcy; my legal representative; my attorney; or anyone acting for me in connection with my account
- 19.8.2 I consent to the disclosure of my personal information or other confidential information to any of these persons by ANZ where the need for such disclosure arises (except that nothing in this clause permits ANZ to disclose any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).
- 19.8.3 If I am an individual, I understand that if I do not want ANZ to tell me about products or services, I can phone 13 23 73 to withdraw my consent.
- 19.8.4 I understand that ANZ may disclose my information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. I can find details about the location of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy.

19.9 Credit reporting

I consent to ANZ obtaining information about my credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. I agree that ANZ may also disclose my information to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose my personal information to them to include in a report about my credit worthiness, and how I can request credit reporting bodies not use my information in certain circumstances, is available at www.anz.com/privacy. A hard copy of this information is available by calling 13 23 73 or visiting any ANZ branch for a copy of ANZ's Privacy Policy.

19.10 ANZ's Privacy Policy

I understand that ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

- 19.10.1 the circumstances in which ANZ may collect my personal information from other sources (including from a third party);
- 19.10.2 how I can access my personal information and seek correction of my personal information; and
- 19.10.3 how I can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

19.11 Collecting sensitive information

I understand that ANZ will not collect sensitive information about me, such as information about my health, without my consent.

19.12 Personal information you provide about someone else

If I give ANZ personal information about someone else, I will show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with my dealings with ANZ.

20. ASSIGNMENT

20.1 The Credit Provider may, without telling me or obtaining my consent:

- 20.1.1 assign any of its rights under this Lease; and
- 20.1.2 give information about this Lease and your obligations under this Lease to any assignee of the Credit Provider's rights under this Lease, or anyone who is considering becoming an assignee.

21. COMPLAINTS AND DISPUTE RESOLUTION:

If the Credit Provider makes a mistake, or its service does not meet my expectations, I should inform the Credit Provider by visiting my local branch, ringing the contact center on 13 13 14 or following the complaints procedure on the Credit Provider's website at anz.com/your-feedback.

22. IF I MEET FINANCIAL DIFFICULTY

I understand that I should inform the Credit Provider as soon as possible if I am in financial difficulty. In such a situation, I can request that the Credit Provider try to help me overcome any financial difficulties I may have in meeting my obligations under this Lease. The Credit Provider may, for example, be willing to discuss or agree to a new repayment plan.

23. PROVISIONS PROHIBITED OR UNENFORCEABLE

If a provision of this Lease is prohibited or unenforceable, then it is only ineffective to the extent that it is prohibited or unenforceable. This does not invalidate any other provision of this Lease.