

KEY TERMS OF YOUR OFFER TO HIRE AGREEMENT

About these key terms

The aim of these key terms is to help you understand the key terms of your offer to hire agreement 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 hiring the Goods, at the intervals (or times) and in the amounts shown in your contract schedule.

2 Personal Property Securities registration over Goods

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

3 Early termination of your Offer to Hire agreement

You can terminate your agreement 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 agreement. These are set out in your hire 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 term of the hiring, 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 term of the hiring without our permission. If the Goods are totally damaged or lost, we will treat your agreement as being terminated early.

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

At the end of the agreed term of the hiring, if you have paid all of the instalments and met all other obligations, you will become the owner of the Goods. Until then you have no property rights in the Goods.

7 If you default on your Offer to Hire agreement

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 your agreement 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 agreement 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.

OFFER TO HIRE TERMS AND CONDITIONS

REFERENCE: OH165

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 Hire.

I agree that this Agreement, together with any relevant documents (including, but not limited to any statements, and notification letters) constitute a tax invoice for GST purposes.

1. UNDERSTANDING THIS AGREEMENT

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

- 1.1.1 This **"Agreement"** means the Offer to Hire constituted by these terms and conditions and the Table accepted by the Credit Provider.
- 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 rent instalments 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 **"Business Day"** means any day of the week (except Saturday or Sunday) on which the Credit Provider is open for business in at least one location in Australia. For the purposes of this Agreement, a day ends at 4pm Melbourne time. **"Ordinary business hours"** are the hours of operation on any such day.
- 1.1.4 **"Disbursement Date"** means the date that the Credit Provider disburses all, or the first part of any funds in connection with this Agreement.
- 1.1.5 **"Early Payment Loss"** is the amount of any loss (other than the costs referred to in clause 8.2.9) or foregone profit suffered by the Credit Provider as a result of the whole or part of the Total Rent or the Recoverable Amount being paid, or becoming payable, prior to the times stated in the Table. I acknowledge that upon early payment the Credit Provider will apply the amount paid against its own funding arrangements and will not seek to re-lend that amount. The amount of the Early Payment Loss will therefore reflect the difference between the Relevant Rate and the cost to the Credit Provider of funding this Agreement. I may obtain details of the method of calculation utilised by the Credit Provider from time to time on request from the Credit Provider's head office.
- 1.1.6 **"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 Agreement, including its rights to receive the rent and the Recoverable Amount.
- 1.1.7 **"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 Agreement.
- 1.1.8 **"Goods"** means:
 - 1.1.8.1 each item described in the Table; or
 - 1.1.8.2 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 and 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.
- 1.1.9 **"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*.
- 1.1.10 **"Information Field Compliant"** means that all systems, applications and embedded chips used in, or in conjunction with, the Goods will correctly recognise and process information regardless of the number of digits or characters, or method, used to record the information.
- 1.1.11 **"I"** and **"me"** means the Hirer named in this Agreement and includes:
 - 1.1.11.1 if I am an individual, my personal representatives; or
 - 1.1.11.2 if I am a company, my successors.
 - 1.1.11.3 If there is more than one Hirer, "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.
- 1.1.12 **"Intermediary"** means any Dealer who carries on a business dealing with goods of the kind that are subject to this Agreement, 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.

- 1.1.13 **"Monthly Actuarial Basis"** means the method under which Terms Charges are calculated (as if interest) on monthly outstanding balances. Monthly outstanding balances are calculated by applying payments first to accrued Terms Charges and then in reduction of the amount to be financed. If the amount of a payment is less than the amount of Terms Charges accrued on the due date of the payment, the amount of the deficiency is added to the outstanding balance of the amount to be financed.
- 1.1.14 The **"Next Calculation Date"** means, in the case of an early completion or termination, the date one month after the early completion or termination or one month after the date of the sale of the Goods, whichever is the earlier.
- 1.1.15 **"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.
- 1.1.16 **"PPSA"** means the *Personal Property Securities Act 2009 (Cth)*.
- 1.1.17 **"Recoverable Amount"** is the total of:
- 1.1.17.1 all amounts that had become due and payable by me under this Agreement before the termination and which remained unpaid at that time; and
 - 1.1.17.2 an additional amount of liquidated damages calculated as the Total Rent set out in the Table plus all other moneys payable for the full period of hire (including any other amount I owe the Credit Provider under this Agreement, including any amounts payable under clause 8, and any repossession, storage, maintenance and selling expenses) and less:
 - 1.1.17.2.1 all moneys received by the Credit Provider from me before the termination, including by way of rentals for the Goods;
 - 1.1.17.2.2 all amounts that had become due and payable under this Agreement before the termination and which remained unpaid at that time;
 - 1.1.17.2.3 if the Goods are in the Credit Provider's possession, the value of the Goods (being the best wholesale price reasonably obtainable for the Goods in the condition they were in at the time the Credit Provider obtained their possession, less the cost to the Credit Provider of any Taxes that are or would be payable by the Credit Provider in respect of the price obtained or obtainable);
 - 1.1.17.2.4 the amount of any decreasing adjustment (within the meaning of section 19-55 of the Goods and Services Tax) to which the Credit Provider is entitled as a consequence of the termination; and
 - 1.1.17.2.5 a rebate of Terms Charges calculated in accordance with clause 15.
 - 1.1.17.3 The Credit Provider will apply the payments received from me in respect of the Recoverable Amount first in payment of that part of the Recoverable Amount that represents the liquidated damages calculated in accordance with sub-paragraph (1.1.17.2.) above and then, when the liquidated damages have been paid, to the balance of the Recoverable Amount described in sub-paragraph (1.1.17.1) above.
- 1.1.18 The **"Relevant Rate"** means the rate certified by the Credit Provider as the pre-tax rate of return the Credit Provider would receive in respect of the transaction if all payments are paid on time. I can obtain information on the current Relevant Rate on request from the Credit Provider.
- 1.1.19 **"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.
- 1.1.20 **"Table"** means the document that forms part of this Agreement detailing the description of the Goods, rent payable, and any other terms or conditions that may apply to this Agreement and any annexure to the Table.
- 1.1.21 **"Taxes"** means all taxes, duties or charges payable under any law of the Commonwealth of Australia or of any State or Territory in respect of this Agreement, or anything supplied by the Credit Provider under or in connection with this Agreement, or any payment made in connection with this Agreement, whether now or in the future, and includes Goods and Services Tax.
- 1.1.22 **"Terms Charges"** are the charges in addition to the total amount to be financed, calculated through the Monthly Actuarial Basis, and are subject to possible rebate.
- 1.1.23 **"Total Rent"** is the total amount to be paid as listed on the Table, consisting of the total amount to be financed and the Terms Charges.

1.2 Unless otherwise indicated, all amounts referred to in this Agreement are exclusive of GST

2. ACCEPTANCE

- 2.1 The disbursement of all or any part of the total amount to be financed in connection with this Agreement by the Credit Provider will constitute a binding acceptance of my offer without notice to me, and the resulting Agreement will be deemed to have been made at the Credit Provider's address appearing in the Offer to Hire on the Disbursement Date.
- 2.2 No prior act of the Credit Provider's nor the delivery of all or any part of the Goods to me or the receipt of any moneys will be deemed an acceptance and the Credit Provider will have a complete discretion as to whether to accept this offer or not.

- 2.3 If I obtain possession of the Goods prior to the Credit Provider's acceptance of this offer, I will be bound by my obligations contained in this offer in respect of the care, use and insurance of the Goods. I indemnify the Credit Provider against any loss or damage to the Goods from the time of my obtaining possession other than to the extent of any such loss or damage 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 in respect of any of my property.
- 2.4 I have no property right or interest in the Goods until such time as I pay to the Credit Provider all moneys that are owed under the terms of this Agreement.

3. DEPOSIT

- 3.1 The Deposit stated in the Table will constitute the consideration for the option to purchase the Goods contained in clause 13. The Deposit is to be provided by me instructing the Intermediary to account to the Credit Provider for the same out of any allowance made by the Intermediary for goods traded in by me or money paid by me.

4. GOODS

4.1 During the term of the hiring, I:

- 4.1.1 will only use the Goods wholly or predominantly for business purposes;
- 4.1.2 will maintain the Goods in good order, condition and repair (but I am prohibited from creating any lien or pledging the Credit Provider's credit and I will notify any potential repairer of this prohibition);
- 4.1.3 will not part with personal possession or control of the Goods;
- 4.1.4 will notify the Credit Provider immediately in writing of any change in my address or any change in the place where the Goods are to be ordinarily kept and will not remove the Goods from the jurisdiction of this Agreement without first informing the Credit Provider;
- 4.1.5 will not alter the Goods or any identifying number or mark without the Credit Provider's consent in writing;
- 4.1.6 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 it to do this;
- 4.1.7 will notify the Credit Provider immediately upon there being any damage to or destruction of the Goods and will indemnify the Credit Provider against and pay to the Credit Provider the amount of the Credit Provider's loss arising from the total or substantial destruction, loss or forfeiture of the Goods (other than to the extent that any such loss is caused by the negligence, fraud or wilful default of the Credit Provider, its employees, officers, contractors, agent or any receiver appointed by the Credit Provider in respect of any of my property). The measure of the Credit Provider's loss will be an amount equal to the Recoverable Amount calculated at the date of such destruction, loss or forfeiture, less the value of any insurance or salvage proceeds received by the Credit Provider;
- 4.1.8 will produce the Goods for inspection or test on request by the Credit Provider;
- 4.1.9 will comply with all legal obligations incurred by me in relation to the Goods, their possession or their use and will repay to the Credit Provider any moneys the Credit Provider may be required to pay to protect the Goods or to remedy any failure by me to comply with my obligations under this Agreement;
- 4.1.10 irrevocably authorise the Credit Provider to use my name and act on my behalf in exercising any rights or instituting, carrying on and enforcing any legal proceedings which the Credit Provider thinks desirable to protect the Credit Provider's rights in the Goods;
- 4.1.11 irrevocably authorise the Credit Provider to obtain data or information of any kind relating to the Goods, their registration or location from any body (whether a Commonwealth or State public or private body or authority or corporation) to the same extent as if I were obtaining the data or information personally;
- 4.1.12 will not sell, dispose of or encumber the Goods or agree or attempt to do so, except with the Credit Provider's prior consent in writing;
- 4.1.13 agree that the Credit Provider will not be responsible for any property or articles alleged by me to have been left in repossessed or returned Goods. Any articles found in such repossessed or returned Goods, unless collected by me within one month of the Credit Provider giving me written notice of the Credit Provider's intention to sell, may be sold by the Credit Provider and the net proceeds credited to my account;
- 4.1.14 agree that the Credit Provider may enter any premises where it believes that the Goods are located or which are occupied by me to test, inspect or take possession of them or serve any notice of demand in relation to them and agree to indemnify the Credit Provider against any reasonable costs or losses suffered or incurred by the Credit Provider arising from any claim whatsoever in entering premises where the Goods are located and those premises are not owned by me other to the extent that the claim is 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;
- 4.1.15 will pay to the Credit Provider any amount required to be paid, as and when requested, to the appropriate State or Federal Government institution in order to record the Credit Provider's interest in the Goods pursuant to the terms of any legislation;

5. INSURANCE

5.1 During the term of the hiring, I will at my own cost insure, and maintain insurance, against:

- 5.1.1 loss or damage or destruction of the Goods for their full insurable value; and
- 5.1.2 liability to third parties for bodily injury, death or damage to property arising from the Goods and such other risks as the Credit Provider may reasonably require from time to time.

The insurance must be with a reputable and solvent insurer. The amount and terms of the insurance must be as reasonably required by the Credit Provider (or, if not specifically required by the Credit Provider, for an amount and on such terms as would be obtained by a prudent owner of the Goods having regard to the nature and intended use of the Goods).

5.2 During the term of the hiring I will:

- 5.2.1 ensure that the Credit Provider's interest as owner of the Goods is noted on all insurance policies for the Goods;
- 5.2.2 provide to the Credit Provider, immediately upon its request, proof of the currency of all insurance policies for the Goods;
- 5.2.3 ensure that nothing is done or occurs which might prejudice or invalidate any insurance policies for the Goods;
- 5.2.4 promptly notify the Credit Provider if the Goods are lost, damaged or destroyed.

5.3 I agree that

- 5.3.1 Subject to clause 5.3.2 the Credit Provider may, in its discretion, at any time effect any insurance for the Goods in the Credit Provider's own name and on its own behalf, or pay any premium which I fail to pay.
- 5.3.2 The Credit Provider may only exercise its rights under clause 5.3.1 if it believes on reasonable grounds that I have not effected insurance for the Goods with an insurer approved by the Credit Provider and for an adequate amount or have failed to pay any premium due.
- 5.3.3 I will to reimburse the Credit Provider on demand for the reasonable cost of it taking out insurance which it affects in accordance with clause 5.3.1 or for it making payment of a premium which I fail to pay. I also agree to pay any GST which the Credit Provider may be obliged to pay or pays on receiving these amounts from me.

5.4 If the Goods are lost, damaged or destroyed I agree that the Credit Provider is entitled to all proceeds of any insurance for the Goods that an insurer pays or is required to pay to me and all amounts which any other person pays or is required to pay to me in respect of the Goods. If I receive any of that money I must hold it on trust for the Credit Provider.

5.5 I irrevocably appoint the Credit Provider as my attorney to do the following things either in the Credit Provider's name or in my name:

- 5.5.1 recover or compromise in my name any claim for loss or damage to or destruction of the Goods under any insurances for the Goods; and
- 5.5.2 give effective releases and receipts for money.

5.6 I irrevocably authorise the Credit Provider to appropriate any insurance or other money received by the Credit Provider for any loss of, or damage to, the Goods towards any debt or liability, present or future, owed by me or, in the Credit Provider's discretion, to repair the damage to the Goods or replace the Goods and to the extent the insurance money may be insufficient to effect such repair or replacement, I agree to apply my own money for this purpose.

6. PAYMENT

6.1 During the term of the hiring I agree:

- 6.1.1 to pay the periodic instalments of rental (inclusive of the Taxes and the GST charges, if any) set out in the Table to the Credit Provider as and when stated in the Table and all payments will be made free of exchange and of any duty on receipts that may be applicable;
- 6.1.2 to pay interest calculated at the Relevant Rate on the daily balance of all moneys from time to time due but not yet paid. Any unpaid interest may be added to the daily balance if the Credit Provider decides. If unpaid interest is added, I must pay interest on it as well;
- 6.1.3 to pay the Credit Provider on demand, the cost to the Credit Provider of any Taxes payable by the Credit Provider in connection with any taxable supply made by the Credit Provider under or in connection with this Agreement (in addition to those otherwise payable as part of the rent payable under this Agreement); and
- 6.1.4 that no cheque or promissory note received by the Credit Provider will be regarded as payment until the funds have been cleared.
- 6.1.5 The Credit Provider will provide me with statements of account for this hiring every 12 months. The Credit Provider may provide me with statements of account electronically.

7. ANTI-MONEY LAUNDERING

- 7.1 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:
- 7.1.1 the transaction may breach any laws or regulations in Australia or any other country;
 - 7.1.2 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
 - 7.1.3 the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 7.2 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.
- 7.3 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 Agreement.
- 7.4 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.

8. FEES AND CHARGES

- 8.1 I agree to pay the Credit Provider the fees or charges that become payable by me under this Agreement.
- 8.2 In addition to any fees or charges that are separately provided for under this Agreement, the following fees and charges are payable by me when charged by the Credit Provider in connection with this Agreement:
- 8.2.1 an establishment fee detailed in the Table, which I must pay on demand. Unless I make arrangements to pay each rent instalment by an Approved Direct Payment Method (or if I make arrangements but later cancel them) I will be taken to request that rent instalments be made by cash, cheque or BPAY. I authorise the Credit Provider to retain from the total amount to be financed amounts in satisfaction of those fees;
 - 8.2.2 an administration charge of \$0 per month will be charged;
 - 8.2.3 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 otherwise be ineffective;
 - 8.2.4 a late payment fee of \$35 will be charged if the whole or any part of a rental instalment has remained unpaid for seven (7) days and the Credit Provider then incurs an administrative cost in reviewing whether to continue to allow me to receive the benefit of this Agreement or to recover the Recoverable Amount;
 - 8.2.5 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 Agreement;
 - 8.2.6 an administrative fee of \$35 will be charged to meet the Credit Provider's internal costs incurred whenever the Credit Provider:
 - 8.2.6.1 prepares and sends me a late payment notice or the like; or
 - 8.2.6.2 instructs or retains an external agent (to do something other than retaking possession of the Goods), and where I am in default under this Agreement;
 - 8.2.7 a variation fee of \$250 will be charged each time I request the Credit Provider to vary the terms of this Agreement;
 - 8.2.8 the amount of any Early Payment Loss, as calculated in accordance with this Agreement; and
 - 8.2.9 upon any early termination of this Agreement or any pre-payment of the Total Rent, a pre determination fee comprising of:
 - 8.2.9.1 the Credit Provider's average administrative costs of that early termination or pre-payment; plus,
 - 8.2.9.2 the unrecouped portion of its average administrative costs of accepting this offer; plus
 - 8.2.9.3 the unrecouped portion of any other fees, costs, expenses, losses, payments or amounts of any nature paid or incurred by the Credit Provider, using a reasonable formula determined by the Credit Provider for apportioning these amounts (if they are not directly attributable to this Agreement) that would otherwise have been recovered by the Credit Provider if this Agreement continued for its full contracted term.

8.2.10 Information on current standard fees, charges and any interest rates is available on request.

Warning: If you prepay part or all of the Recoverable Amount on this Agreement, the amount of costs or losses may be significant, particularly in the case of fixed rate facilities. If you wish to prepay part or all of the Recoverable 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.

8.3 The Credit Provider may, at any time and from time to time, waive on conditions, its rights to receive fees under clause 8. 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.

9. TERMINATION

9.1 I may, at any time, terminate the hiring by returning the Goods to the Credit Provider, at my expense, during ordinary business hours at a place at which the Credit Provider ordinarily carries on business or any other place as directed by the Credit Provider and by paying to the Credit Provider (and the Credit Provider will be entitled to recover from me) the Recoverable Amount.

10. DEFAULT

10.1 I will be in default if:

10.1.1 I fail to pay an amount that is due and payable under this Agreement within 2 business days of the amount becoming due;

10.1.2 a representation, undertaking or statement or any information I have given to the Credit Provider in connection with this Agreement is materially incorrect or misleading when made or given;

10.1.3 the Credit Provider is notified by a statutory or law enforcement authority that I have been involved in an illegal activity;

10.1.4 I go into administration, liquidation, receivership or commit an act of bankruptcy;

10.1.5 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;

10.1.6 I lose a licence or permit that is needed to conduct or operate my business;

10.1.7 I fail to maintain the insurance I am required to have under this Agreement;

10.1.8 (a) there is a change in my legal status, the capacity in which I have entered into this Agreement 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;

10.1.9 in the Credit Provider's reasonable opinion, the funds provided by the Credit Provider under this Agreement are used for a purpose that was not permitted under the terms of this Agreement or otherwise approved by the Credit Provider; or

10.1.10 the Goods are dealt with in breach of this Agreement, unless the Credit Provider has given its prior written consent to that dealing.

10.2 If a default event:

10.2.1 set out in clause 10.1.1 occurs and the additional requirement in this clause 10.2.1 has been met, the Credit Provider may, by written notice to me, exercise its Default Rights (defined below). The additional requirement is that either:

10.2.1.1 if the Credit Provider demands that I pay all or part of any money that I owe under this Agreement, 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

10.2.1.2 the Credit Provider will not exercise its Default Rights under clause 10.3 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

- 10.2.2 set out in clauses 10.1.2 to 10.1.10 occurs, and any additional requirements in this clause 10.2.2 have been met, the Credit Provider may, by written notice to me, exercise its Default Rights. The additional requirements are:
- 10.2.2.1 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 10.1.2, 10.1.3 or 10.1.9 has occurred; and
- 10.2.2.2 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 notice, and no other default of the same type has arisen, then the Credit Provider will not exercise its Default Rights.
- 10.3 When it is entitled to under clause 10.2, the Credit Provider may, by written notice, terminate this Agreement and repossess the Goods. These rights are the "Default Rights".
- 10.4 If I receive a notice of termination from the Credit Provider, I must immediately deliver up to the Credit Provider the Goods in good condition (fair, wear and tear excepted) at the Credit Provider's address appearing in this Agreement or at another address of which the Credit Provider notifies me in writing.
- 10.5 If this Agreement is terminated, I agree to deliver to the Credit Provider or the Credit Provider's nominee:
- 10.5.1 all service records and log books, any certificates or papers relating to the registration of the Goods or to any licence for the Goods or the condition of the Goods and any documents or records about the Goods required by the Credit Provider; and
 - 10.5.2 all documents (properly executed by me) necessary to effect any change in registration of the Goods.
- 10.6 If I fail to deliver up the Goods, the Credit Provider may bring proceedings in detinue or may, at its election, bring proceedings against me in conversion for a liquidated amount equal to the Recoverable Amount as at the date of my failure to deliver up the Goods.
- 10.7 If this Agreement is terminated:
- 10.7.1 the Credit Provider is entitled to recover from me the Recoverable Amount (which includes liquidated damages for the Credit Provider's loss arising from the termination);
 - 10.7.2 I must pay the Recoverable Amount immediately to the Credit Provider; and
 - 10.7.3 I must pay the Credit Provider interest at the Relevant Rate on any unpaid portion of the Recoverable Amount until I have paid the Recoverable Amount in full.

11. ADDITIONAL CONDITIONS

- 11.1 I agree that:
- 11.1.1 any Intermediary who introduces me to the Credit Provider or the Credit Provider to me is not the Credit Provider's agent for any purpose and I agree to the payment by the Credit Provider of a commission, fee or other remuneration to that Intermediary, if the Credit Provider chooses to do so;
 - 11.1.2 no waiver by the Credit Provider of any breach will be deemed to be a waiver of any continuing or recurring breach;
 - 11.1.3 all conditions and warranties relating to this transaction are contained in this instrument, and that any conditions and warranties not contained in this instrument, are contained in this instrument;
 - 11.1.4 without limiting the generality of clause 11.1.4, I am solely responsible for selecting, obtaining delivery of, examining and accepting the Goods. In selecting, examining and accepting the Goods, I must satisfy myself as to the quality, suitability, safety and fitness for purpose of the Goods, including (but not limited to) the extent to which they are Information Field Compliant. To the extent permitted by law, I indemnify the Credit Provider against all reasonable loss suffered or incurred by the Credit Provider or claimed by any person in connection with the Goods or their use other than to the extent that the loss is 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;
 - 11.1.5 the Credit Provider's rights may be exercised by the Credit Provider's nominees and assignees;
 - 11.1.6 if there is more than one of us, then, if the Credit Provider deals with any one of us, it will be taken to have dealt with all of us;
 - 11.1.7 if I am a trustee of any trust, I am liable under this Agreement both personally and as trustee of the trust. A reference to me is a reference to me in my personal capacity and also in my capacity as trustee of each trust;

- 11.1.8 where any amount is payable by the Credit Provider to me under this Agreement or in relation to the Goods, the Credit Provider may set-off partially or fully this amount in reduction of any other amount that I may owe to the Credit Provider whatsoever;
- 11.1.9 time is of the essence in my obligations under this Agreement;
- 11.1.10 to the full extent permitted by law, I will 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 arises from or in respect of:
- 11.1.10.1 the Goods or their use, repair or maintenance;
- 11.1.10.2 any claim or demand made by any third party in relation to the Goods; or
- 11.1.10.3 any steps taken by the Credit Provider to administer, exercise, enforce, confirm the existence or scope of or to preserve any of the rights under this Agreement,
- except that I am not required to indemnify the Credit Provider or its employees, contractors or agents to the extent of loss, damages, liabilities, costs or expenses that are due to the fraud, wilful default or negligence of the Credit Provider, its employees, officers, contractors, agents or any receiver appointed by the Credit Provider in respect of any of my property.

11.2 Personal Property Securities Act

11.2.1 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 Agreement;
- (b) ensuring that a Security Interest created under this Agreement 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 Agreement 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 Agreement;
- (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 12.1 or a similar power;
- (h) showing whether I am complying with this Agreement.

11.2.2 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 Agreement),

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 am not complying with this clause.

11.2.3 Security interest in Chattel Paper

If a Security Interest in connection with the Goods is 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 Agreement), 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 Agreement. 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.

11.2.4 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 Agreement, 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.

11.2.5 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 the Credit Provider's 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 11.2.5 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.

11.2.6 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.

11.2.7 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 Agreement) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this Agreement (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 Agreement);
- (b) to each parties' officers, employees, legal and other advisers and auditors;
- (c) to any party to this Agreement or any related entity of any party to this Agreement, provided the recipient agrees to act consistently with this clause 11.2.7;
- (d) with the non-disclosing party's consent (not to be unreasonably withheld); or
- (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 any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies).

11.2.8 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 Agreement.

12. APPOINTMENT OF AN ATTORNEY

12.1 During the continuation of this Agreement and until all moneys that are owed are paid to the Credit Provider in accordance with the terms of the Agreement, I irrevocably appoint the Credit Provider as my true and lawful attorney (with power from time to time to appoint and/or remove a substitute or substitutes):

- 12.1.1 to do any act or execute any deed or other document relating to the exercise of all or any of the expressed or implied powers contained in this Agreement, including to perfect the title of the Credit Provider to the Goods or to further assure the Goods to the Credit Provider;
- 12.1.2 to do any matter, act or thing which I should do or have done under this Agreement;

- 12.1.3 to conduct any legal proceedings or disputes against or by any person claiming any interest in some or all of the Goods or in connection with any insurance or in respect of any money which the Credit Provider is authorised to receive including the giving of effectual receipts and releases relating to or affecting the Goods;
- 12.1.4 to apply for and obtain any data or 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 the same be public, private, State or Federal) to the same extent as if I applied for or obtained such information personally;
- 12.1.5 to complete and fill any blanks or omissions in this Agreement, financing statements, financing change statements, amendment demands or transfers of Goods, including insertion of serial numbers and other identification data of the Goods.

13. OWNERSHIP OF THE GOODS

- 13.1 I may elect to become the owner of the Goods by paying the Total Rent and fulfilling my other obligations to the Credit Provider. I understand that, when I pay these moneys to the Credit Provider before the expiration of the full period of hire, I will be entitled to a rebate of Terms Charges calculated in accordance with clause 15, but I will be liable to pay the Credit Provider any Early Payment Loss calculated in accordance with clause 1.1.5. Until I become the owner, I will have no property in the Goods and will be only a bailee. Any right or option of mine to elect to become the owner of the Goods will cease upon termination of the hiring under clause 9 or 10.

14. JURISDICTION

- 14.1 This Agreement is governed by the law in force in the place where the first Hirer resides as at the date of this Agreement. 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.
- 14.2 Any proceedings in respect of any cause of action arising under this Agreement 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 Agreement. It is agreed that such Court will possess territorial jurisdiction to hear and determine any such proceeding.

15. REBATE OF TERMS CHARGES

- 15.1 The rebate of Terms Charges referred to in this Agreement will be an amount equal to:
 - 15.1.1 Where Section 2 of the Table has not been completed, the amount of Terms Charges stated in the Table multiplied by the sum of all the whole numbers from 1 to the number of complete months in the period of the hiring still to go (after the early completion or termination, as the case may be) and divided by the sum of all the whole numbers from 1 to the total number of complete months in the period of hiring; or
 - 15.1.2 Where Section 2 of the Table has been completed, the amount of Terms Charges attributable on a Monthly Actuarial Basis to the period of the hiring still to go after the Next Calculation Date.

16. COMMISSION

- 16.1 I acknowledge that the Credit Provider may pay on account of the rental of 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 Agreement for the Goods.

17. USE OF COMMERCIAL CREDIT INFORMATION

- 17.1 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.

18. APPLICATION OF THE BANKING CODE OF PRACTICE

- 18.1 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.

19. CHANGES TO TERMS AND CONDITIONS

19.1 Changes to fees, interest and payments

The Credit Provider may, from time to time, make any of the changes to the terms and conditions applicable to this Agreement 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
Change the frequency with which rental instalments 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 instalments are calculated, or the amount of, frequency of, or payment date for, rental instalments	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.

19.2 Changes to other terms

The Credit provider may from time to time make any of the changes to the terms and conditions applicable this Agreement 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 Agreement.		
Changes to reflect product changes and/or improvements or to ensure that the terms and conditions applicable to this Agreement 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.

- 19.3 The rights mentioned above in each of clauses 19.1 and 19.2 should be read as if they are each a separate right even though they are set out in the one table.
- 19.4 The method and minimum time periods for notices set out in clauses 19.1 and 19.2 are subject to the following:
- 19.4.1 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.
- 19.4.2 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.
- 19.5 Notwithstanding any other term of this Agreement, the Credit Provider may not make a change under clause 19.1 or 19.2 that would increase the Credit Provider's Relevant Rate in respect of this Agreement.
- 19.6 If I do not accept the changes the Credit Provider makes to the terms and conditions under this clause 19, I may terminate the hire under clause 9 (Termination).

Reminder: If I terminate the hire under clause 9, I will have to pay the Credit Provider the Recoverable Amount, the amount of any Early Payment Loss, and a pre-determination fee payable under clause 8.2.9. I acknowledge that I should ask the Credit Provider for an estimate of these before deciding to terminate the hire.

20. JOINT AND SEVERAL LIABILITY

- 20.1 If there is more than one person who is a party to this Agreement as the party hiring the Goods, then each of us is liable to the Credit Provider individually under this Agreement, as well as jointly liable with each other.

21. PRIVACY AND CONFIDENTIALITY

- 21.1 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.
- 21.2 Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).
- 21.3 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.
- 21.4 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.

21.5 Collection, use and disclosure of information

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

- 21.5.1 to assist in providing information about a product or service;
- 21.5.2 to consider my request for a product or service;
- 21.5.3 to enable ANZ to provide a product or service;
- 21.5.4 to tell me about other products or services that may be of interest to me;
- 21.5.5 to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- 21.5.6 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);
- 21.5.7 to consider any concerns or complaints I raise against ANZ and/or to manage any legal action involving ANZ;
- 21.5.8 to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- 21.5.9 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
- 21.5.10 as required by relevant laws, regulations, codes of practice and external payment systems.

21.6 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.

21.7 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.

21.8 Providing your information to others

- 21.8.1 I understand that ANZ may provide my information or other confidential information (including the terms of this Agreement) to:
- 21.8.1.1 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;
 - 21.8.1.2 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;
 - 21.8.1.3 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);
 - 21.8.1.4 an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
 - 21.8.1.5 regulatory bodies, government agencies, law enforcement bodies and courts;
 - 21.8.1.6 other parties ANZ is authorised or required by law to disclose information to;
 - 21.8.1.7 participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
 - 21.8.1.8 other credit providers;
 - 21.8.1.9 insurers and reinsurers;
 - 21.8.1.10 my guarantor (and intending guarantors) and any person who has provided security for my loan;
 - 21.8.1.11 any person who introduces me to ANZ;
 - 21.8.1.12 my referee(s);
 - 21.8.1.13 my employer;
 - 21.8.1.14 my joint borrower(s) or account holder(s); and
 - 21.8.1.15 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.
- 21.8.2 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).
- 21.8.3 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.
- 21.8.4 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.

21.9 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 to 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.

21.10 ANZ's Privacy Policy

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

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

21.11 Collecting sensitive information

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

21.12 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.

22. ASSIGNMENT

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

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

23. 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 centre on 13 13 14 or following the complaints procedure on the Credit Provider's website at anz.com/your-feedback.

24. IF I MEET FINANCIAL DIFFICULTY

24.1 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 Agreement. The Credit Provider may, for example, be willing to discuss or agree to a new repayment plan.

25. NOTICES

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

25.2 The Credit Provider may give me a notice, demand or certificate regarding this Agreement:

- 25.2.1 by handing it to me;
- 25.2.2 by leaving it at my address as shown in this Agreement 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;
- 25.2.3 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;
- 25.2.4 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;
- 25.2.5 where expressly permitted by this Agreement, 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; or
- 25.2.6 in any other way that the law allows.

25.3 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.

25.4 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 Agreement, 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.

26. PROVISIONS PROHIBITED OR UNENFORCEABLE

If a provision of this Agreement 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 Agreement.