



Credit guide and application booklet

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CREDIT GUIDE

1. Introduction

Flexirent Capital Pty Ltd offers customers consumer leases. Flexiway is a product of Flexirent. This Guide is designed to assist you in deciding whether to enter into a consumer lease with Flexirent Capital Pty Ltd. It provides you with an overview of our obligations and your rights in assessing the suitability of a credit contract or credit limit increase for each customer. This Guide also outlines the procedure for making a complaint. (For additional information about making privacy-related complaints, please also see the 'Privacy' section in the Rental Agreement Terms & Conditions).

2. Contacting us

Name: Flexirent Capital Pty Ltd
Address: Level 8, 201 Pacific Highway, St Leonards NSW 2065
Phone number: 1800 240 102
Website: www.flexirent.com.au

3. Assessment of suitability for a lease – our obligations and your rights

Before Flexirent Capital Pty Ltd enters into a lease we are required by law to assess the suitability of the lease for each customer.

To assess suitability, Flexirent Capital Pty Ltd will make reasonable enquiries about:

- your requirements and objectives in relation to the lease; and
- your financial situation.

3.1 Unsuitability criteria

Flexirent Capital Pty Ltd cannot offer a lease to a customer if:

- it is likely that the customer will be unable to meet their financial obligations under the contract or could only meet them with substantial hardship; or
- the contract does not meet the customer's requirements or objectives.

3.2 Requesting a copy of our assessment notice

Before entering into the lease or at any time during the first 7 years of the contract, you can request a written copy of our assessment. There is no fee for requesting a copy of our assessment.

If you request a copy of the assessment before we enter into the lease, we will provide you with a copy of the assessment.

If you ask to see our assessment within the first 2 years of the contract, we will provide you with a written copy of our assessment within 7 business days after we receive your request.

If you ask to see our assessment 2-7 years after the start date of the contract, we will provide you with a written copy of our assessment within 21 business days after we receive your request.

We do not have to provide the assessment if you don't enter into the lease.

4. Resolving disputes

We genuinely want to hear from our customers. We want to keep our lines of communication open and hear your suggestions for improvement. If you have something on your mind regarding Flexirent's leasing products or services, share it with us. We welcome the opportunity to resolve the situation.

Our staff are here to help you so if you have a concern or complaint, please talk to our staff at the Flexirent Customer Contact Centre, 7 days a week on 1800 240 102.

If our Customer Contact Centre team has not resolved your concern or complaint, please contact our internal dispute resolution scheme (managed by the Service & Recovery Team). You can contact the team via:

Email: servicerecovery@flexigroup.com.au

Telephone: 1800 240 102 (Option 2, then Option 1, then Option 4)
9:00am - 5:00pm (EST)
weekdays; or

Fax: (02) 8905 1821

A Service & Recovery Team Member will review your complaint and the resolutions offered and discuss the complaint with you within 2 business days of your complaint being lodged. If you are unhappy with the resolution of your complaint by our Service & Recovery team, the Credit Ombudsman Service Limited (COSL) helps individuals and small business customers resolve problems and disputes with their financial service provider, and its use is free for individual customers. COSL can be contacted online at www.cosl.com.au, via telephone at 1800 138 422 or in writing through PO Box A252 Sydney South NSW 1235 (Australia).

This is a free service established to provide you with an independent mechanism to resolve specific complaints. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at: www.asic.gov.au.

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

Some of the obligations described above will not apply to you unless your lease is a "Consumer Lease". Please call us if you have any queries.

CONSUMER LEASE INFORMATION

This information statement applies if you are an individual and, at the date of signing this Agreement, you intend to use the goods wholly or predominantly for personal, domestic or household purposes. It does not apply to customers who are using the Equipment predominantly for business purposes.

Things you should know about your consumer lease

This statement tells you about some of the rights and obligations of yourself and your lessor. It does not state the terms and conditions of your lease.

The Lease

1. How can I get details of my lease?

Your lessor must give you a copy of your consumer lease with this statement. Both documents must be given to you within 14 days after the lessor enters into the consumer lease, unless you already have a copy of the consumer lease.

If you want another copy of your lease write to your lessor and ask for one. Your lessor may charge you a fee. Your lessor has to give you a copy:

- within 14 days of your written request if the contract came into existence 1 year or less before your request; or
- otherwise within 30 days.

2. What should my lease tell me?

You should read your lease carefully.

Your lease should tell you about your obligations, and include information on matters such as:

- details of the goods which have been hired as set out in your invoice; and
- any amount you have to pay before the goods are delivered; and
- stamp duty and other government charges you have to pay; and
- charges you have to pay, which are not included in the rental payments; and
- the amount of each rental payment; and
- the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and
- the number of rental payments; and
- the total amount of rent; and
- when you can end your lease; and
- what your obligations are (if any) when your lease ends.

This information only has to be included in your lease if it is possible to give it at the relevant times.

If your lease does not tell you all these details, contact your credit provider's external dispute resolution scheme, or get legal advice, for example from a community legal centre or Legal Aid, as you may have rights against your lessor.

3. Can I end my lease early?

Yes. Simply return the goods to your lessor. The goods may be returned in ordinary business hours or at any other time you and the lessor agree on or the court decides.

4. What will I have to pay if I end my lease early?

The amount the lease says you have to pay. If you have made rental payments in advance then it is possible that your lessor might owe you money if you return the goods early.

5. Can my lease be changed by my lessor?

Yes, but only if your lease says so.

6. Is there anything I can do if I think that my lease is unjust?

Yes. You should talk to your lessor. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme.

The Goods

7. If my lessor writes asking me where the goods are, do I have to say where they are?

Yes. You have 7 days after receiving your lessor's request to tell your lessor. If you do not have the goods you must give your lessor all the information you have so they can be traced.

8. When can my lessor or its agent come into a residence to take possession of the goods?

Your lessor can only do so if it has the court's approval or the written consent of the occupier, which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE CREDIT OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED AT:

TELEPHONE: 1800 138 422
 WEB: WWW.COSL.COM.AU
 POSTAL ADDRESS: PO Box A252
 SYDNEY SOUTH NSW 1235

Alternatively, you can go to court. You may also wish to get legal advice, for example from a community legal centre or Legal Aid, and/or make a complaint to ASIC. ASIC can be contacted on 1300 300 630 or through ASIC's website at www.asic.gov.au.

General

9. What do I do if I cannot make a rental payment?

Get in touch with your lessor immediately. Discuss the matter and see if you can come to some arrangement.

You can ask your lessor to change your lease in a number of ways:

- to extend the term of your lease and reduce rental payments; or
- to extend the term of your lease and delay rental payments for a set time; or
- to delay rental payments for a set time.

10. What if my lessor and I cannot agree on a suitable arrangement?

If the lessor refuses your request to change the rental payments, you can ask your lessor to review this decision if you think it is wrong.

If the lessor still refuses your request, you can complain to the external dispute resolution scheme that your lessor belongs to. Further details about this scheme are set out below in question 12.

11. Can my lessor take action against me?

Yes, if you are in default under your lease. But the law says that you cannot be unduly harassed or threatened for rental payments. If you think you are being unduly harassed or threatened, contact your credit provider's external dispute resolution scheme or ASIC, or get legal advice.

12. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also **READ YOUR LEASE** carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Common questions & answers with Flexiway

Every day, more and more Australians use Flexiway to keep up-to-date with the very latest technology for their homes and offices. We are delighted to welcome you as one of them.

This application booklet contains important information about your Flexirent Agreement that you will find quite useful both now and in the future. Please take a few moments to read it and be sure to keep it in a secure place along with your Rental Agreement for future reference.

Who is responsible if the Equipment breaks down?

With Flexiway, you will be responsible for the maintenance and repairs of your leased Equipment in most cases. We strongly recommend that all computer equipment be insured for the full rental term. If the Equipment does break down during the manufacturer's warranty period, call the manufacturer or your supplier, as you may have rights and warranties under consumer laws.

Equipment Loaner Program

If your leased Computer and Camera Equipment requires repairs you are entitled to free loaned equipment in some circumstances. Flexirent will endeavour to provide equipment to you within 1 business day from the time of your request to us (provided that delivery is to an Australian metro area and your request is made during business hours). This equipment is known as "Loaner Equipment".

Loaner Equipment includes: Computers, PDA's, GPS, Mobile Tablet Device, Smart Phone and Digital Still Cameras. Loaner Equipment is subject to availability.

Just call Flexirent on 1800 000 665 and we will make the arrangements. Courier delivery and collection will be at Flexirent's cost. See Terms and Conditions for full details.

Who is responsible if the Equipment is lost, stolen or damaged?

Except in the circumstances set out in Clause 28 of the Terms and Conditions, Flexirent retains and bears the risk of accidental loss or damage to the leased Equipment anywhere in Australia or New Zealand, or occurring anywhere in the world during a trip of not more than 28 days' duration.

Flexirent also waives your payment obligations upto a period of 3 months in the event of involuntary unemployment, disablement, terminal illness or death. This feature is known as Flexiway Protect. For terms, conditions and exclusions please see Clauses 28 to 35 of the Terms and Conditions.

Please note – Extra care is needed for portable appliances

You should always keep leased Equipment in a safe place. Please do not leave it unattended in a public place or in an unoccupied motor vehicle unless the vehicle is locked and the Equipment is out of sight in a locked compartment permanently fixed to the vehicle. Your liability may increase if

you fail to ensure that Equipment is kept safe and secure. See Clause 28 of the Terms and Conditions for details.

How do I report an Incident?

Just call Flexirent on 1800 000 665 and ask for an Incident Notification Form. Our Customer Service Centre will help you through the process.

What happens at the end of my Flexirent agreement?

Because this agreement is a rental agreement, you are not buying the Equipment. This means that you must choose one of the following options at the end of the agreed term:

1. Double Time: You can extend the term of your rental agreement by paying the Extend Optional Payment (equivalent to 1 month's rental). If you choose this option you will not be required to pay any further rent during the Double Time.
2. Negotiate to Purchase the Equipment: You can make us an offer to purchase all or some of the leased Equipment (which we may accept or reject); or
3. Update and Swap: You can ask us to Update and Swap to the new equipment before the end of the agreement;
4. Update and Double Time: You can ask us to Update to new equipment and extend the term of your rental agreement by paying the Extend Optional Payment.
5. Return Equipment: You can return the Equipment at the end of the agreement.

If you don't elect an End of Term Option

In the event that no End of Term option is elected at the end of the Agreed Term, the Rental Agreement will defer to a month to month arrangement whereby monthly rentals will continue as set out on the Signature Page, until the Equipment is either Returned or another End of Term option is elected.

You must remove all personal information from your computer prior to returning it to us – we are not liable for any consequences arising from your failure to do this.

Towards the end of your agreement we will contact you and remind you that it is time to consider your options. See overleaf for more details and refer to Clause 15 of the Terms and Conditions for full details of the above choices. Choices 2, 3 and 4 above are subject to our agreement.

Upgrading the performance of the Equipment

If you want to modify the Equipment to improve its performance, you must receive our written consent. Please notify us beforehand by phone or in writing.

What happens if I can no longer meet my payment obligations?

If you are having difficulties meeting your payment obligations, you can contact FlexiGroup on 1800 647 461 to discuss your options.

Option	Computer Equipment (laptops, desktops etc)
1. Double Time*	You can double the length of your Rental Agreement by paying the Extend Optional Payment at the end of term (equivalent to 1 month's rental).
2. Purchase the Equipment at end of term (subject to our agreement)#	Negotiate with us to purchase the Equipment if you'd like to own it. You can offer any price, but we have the right to accept or reject your offer.
3. Swap and Update to new equipment (subject to our agreement)	3 months prior to end of term. Simply return the Equipment in good working order and take out a new agreement for equal or higher value and Flexirent will waive up to 3 remaining payments.
4. Double time* and Update to new equipment (subject to our agreement)	1 month prior to end of term. Simply take out a new Flexirent Agreement for equal or higher value and you can double the term of your existing agreement. If you choose this option Flexirent waives the Extend Optional Payment and up to 1 month's rental.
5. Return Equipment	If at the end of your term you have no use for the Equipment, simply return the Equipment to Flexirent with no more to pay.

How to have Double Time at the end of the agreement

*At the end of the agreed term, you can double the length of your existing agreement by paying the Extend Optional Payment (this is equivalent to 1 month's rental payment).

If you choose Double Time you will not be required to make any further rental payments, but all other terms and conditions of the rental agreement will continue to apply. This means, for example, that you will be entitled to Flexiway Protect and Equipment Loaner during Double Time.

At the end of Double Time you must either make us an offer to purchase the Equipment (which we may accept or decline), Swap and Update to new equipment (subject to our agreement) or Return the Equipment.

How to purchase the Equipment at the end of the agreement

#If you would like to purchase the Equipment after the agreed term we may be willing to negotiate a sale of the Equipment. It is Flexirent's usual practice to sell Equipment to customers at the end of the lease period if offered a reasonable price. However, Flexirent is not obliged to do so.

If we accept your offer to purchase the Equipment, our obligations under the Flexiway Protect and the Equipment Loaner Program will cease.

YOUR RENTAL AGREEMENT CONSISTS OF MULTIPLE DOCUMENTS, INCLUDING THESE RENTAL AGREEMENT TERMS AND CONDITIONS AND OTHER DOCUMENTS REFERRED TO IN THEM AND IN THE SIGNATURE PAGE. EXECUTION OF THE SIGNATURE PAGE CONFIRMS YOUR AGREEMENT TO ALL SUCH DOCUMENTS

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

This Rental Agreement is between you and Flexirent Capital Pty Ltd

General Terms and Conditions

1. OWNERSHIP OF EQUIPMENT

- a) We are the owner of the Equipment. You only have the right to use it.
- b) For the purposes of this Rental Agreement, Equipment includes hardware and software.
- c) You acknowledge that you have rights in the Equipment that are leased, or bailed to you under this Rental Agreement, when you obtain possession of the Equipment.
- d) You must protect our ownership of the Equipment and not attempt to sell, hire or deal with it in any way other than in accordance with this Rental Agreement.
- e) You acknowledge that, subject to the Personal Property Securities Act 2009 (Cth) (“PPS Act”), if the Equipment or Loaner Equipment gives rise to proceeds (by being dealt with or otherwise), the “Security Interest”:

- i) continues in the Equipment or Loaner Equipment; and
- ii) attaches to the proceeds (and nothing in this Rental Agreement will be taken to provide otherwise).

2. AGREEMENT

- a) The Rental Agreement between you and us consists of these Terms and Conditions, the Signature Page and the Direct Debit Request.
- b) This Rental Agreement cannot be cancelled or terminated except in accordance with its terms.

3. DISCLAIMER OF WARRANTIES

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

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

4. AUTHORITY TO COMPLETE AND AMEND ERRORS

You authorise us to complete any blanks or correct any errors in this Rental Agreement (including inserting serial numbers, model numbers and the Contract Number) that are clearly incorrect and the amendment of

which would not have a detrimental effect on your liabilities or materially affect your obligations under this Rental Agreement.

5. PAYMENTS

- a) You must pay to us:
 - i) if there is a First Rental Amount shown on the Signature Page, the First Rental Amount on the first Payment Date and the Total Monthly Rental Payment shown on the Signature Page each subsequent Payment Date for the full Agreed Term; or
 - ii) otherwise you must pay us the Total Monthly Rental Payment shown on the Signature Page each Payment Date for the full Agreed Term, and any other fee or charge payable under this Rental Agreement.
- b) The first Payment Date is the Start Date shown on the Signature Page.
- c) If the Date Goods Taken is before the Start Date you acknowledge that the Agreed Term will commence on the Date Goods Taken and will be longer than the term shown on the Signature Page by the number of days between the Date Goods Taken and the Start Date. The End Date will not change.
- d) Payments are due monthly in advance on the Payment Date shown on the Signature Page (except where there is a First Rental Amount payable, which is payable partly in arrears and partly in advance).
- e) If the Payment Date falls on a weekend or public holiday, payment is due on the next business day.

- f) Unless we otherwise agree, all payments must be made by direct debit from your bank account or credit card.
- g) All payments, once paid, are not refundable. If you believe that a payment was made in error, you believe that we have not complied with this Rental Agreement or if you have a claim against us based on our conduct, follow our Dispute Resolution process as set out in Clause 42 of this Rental Agreement and part 4 of our Credit Guide.
- h) You must pay all amounts due under this Rental Agreement in full without set-off or counterclaim, and without any deduction in respect of taxes unless a law provides otherwise. This obligation continues, even if the Equipment becomes unusable as a result of any act or omission of yours, or of any person to whom you have lent, given or otherwise passed custody or care of the Equipment, including a family member, friend or courier. If you wish to dispute any amount payable, please follow our Dispute Resolution process as set out in Clause 42 of this Agreement and part 4 of our Credit Guide.
- i) If there is any change to the amount of Stamp Duty or GST payable or if any other taxes or government charges become payable in respect of this Rental Agreement, you agree that we may adjust the Total Monthly Rental Payment or any other amount payable under this Rental Agreement accordingly.

6. USE AND MAINTENANCE OF THE EQUIPMENT

- a) You must keep the Equipment in good repair, condition and working

order, normal fair wear and tear excepted, and must supply all parts and servicing required.

- b) You must use, service and maintain the Equipment in accordance with the manufacturer's instructions and recommendations.
- c) You may modify the Equipment only with our consent.
- d) If we tell you under Clause 31(a)(i) that we will repair damaged Equipment, we will, at your request, lend you equipment (the Loaner Equipment) while the damaged Equipment is being repaired subject to the following conditions:
 - (i) the Loaner Equipment will be of the same class of equipment as the damaged Equipment (for example, if the damaged Equipment is a computer, the Loaner Equipment will be a computer), but the Loaner Equipment may not be identical to the damaged Equipment (in brand, size or technical specifications);
 - (ii) you may only request Loaner Equipment if the damaged Equipment is a Computer, PDA, GPS, Mobile Tablet Device, Digital Still Camera, Digital SLR, Blackberry or Gaming Console with an original invoice price over \$500;
 - (iii) you may request Loaner Equipment on more than one occasion provided you pay the relevant administration fee each time you request Loaner Equipment, but you may only have Loaner Equipment for an aggregate of 60 days within the Term of your Agreement (this includes the period after you have made the Extend

Optional Payment if applicable). If you do not return your Loaner Equipment or you lose your Loaner Equipment we will charge you a fee of \$500.00;

- (iv) subject to some exceptions for remote areas, we will deliver Loaner Equipment to, and collect the Loaner Equipment from, anywhere within Australia;
- (v) if your request is made during normal business hours and delivery is to an Australian metropolitan area, we will make reasonable efforts to deliver Loaner Equipment to you within 1 business day of your request (our ability to do this will depend on a number of factors including the equipment we have in our storage facility); and
- (vi) loaner equipment is subject to availability of equivalent equipment in our warehouse at the time the Loaner was requested.
- e) You must remove all personal data and software from the Loaner Equipment before returning it to us.
- f) We expressly deny all liability for any consequences arising from your failure to remove such information or software, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

7. LOCATION AND INSPECTION

- a) Other than portable equipment, you must not move the Equipment from its location noted on the Signature Page without our prior written consent.
- b) You agree to provide our authorised

- agents and us with reasonable access to inspect the Equipment to confirm its existence, condition and proper maintenance. We will give you 2 business day's notice before inspecting the Equipment unless we reasonably consider that the Equipment will be in jeopardy without immediate action.
- c) If you fail to provide access to us and/or our authorised agents, we may enter the premises, or authorise our agents to enter the premises, where we believe the Equipment is located in order to confirm its existence, condition and proper maintenance. We will comply with all relevant laws, including any applicable debt collection and consumer credit requirements in entering the premises.

8. LATE PAYMENTS

- a) If a Total Monthly Rental Payment or any other amount due is not paid in full on time, you are in default and we are entitled to recover liquidated damages on the overdue amount.
- b) For each failure to make a payment in full and on time, the amount of liquidated damages payable will be \$30 per late payment.
- c) In addition, you agree to reimburse us for the amount that our bankers charge us for your dishonoured payment(s).
- d) All liquidated damages are payable on demand which we may enforce by debiting the amount of any liquidated damages from your nominated bank account or credit card. However, we will provide you with reasonable notice before debiting your bank account or credit card.

9. EARLY TERMINATION OPTION

- a) By paying to us the Termination Amount, calculated in accordance with Clause 11, you may return the Equipment and terminate this Rental Agreement.
- b) Until you return the Equipment as required by Clause 13, you must continue to pay the Total Monthly Rental Payments and all other amounts payable under this Rental Agreement when due.
- c) Until you pay the Termination Amount as required by this Clause, whether or not you have returned the Equipment, you must continue to pay the Total Monthly Rental Payments and all other amounts payable under this Rental Agreement in accordance with Clause 5.
- d) If the National Credit Code applies, you may also terminate this Rental Agreement before the Equipment is provided to you by giving us written notice. If you terminate the Rental Agreement under this provision, you are not obliged to pay a Termination Amount calculated under Clause 11. However, you must immediately pay any fee or charge that was payable under the Rental Agreement and which was incurred before the termination.

10. TERMINATION

If you repudiate this Rental Agreement under Clause 12, (if the National Credit Code applies, and you have not remedied your default after we have provided you with a Notice of Default), this Rental Agreement will terminate and then you must immediately:

- a) pay to us the Termination Amount calculated in accordance with Clause 11; and
- b) return the Equipment in accordance with Clause 13.

11. TERMINATION AMOUNT

The Termination Amount is:

- a) all overdue Total Monthly Rental Payments (including the First Rental Amount, if applicable); plus
- b) the present value of all remaining Total Monthly Rental Payments for the balance of the Agreed Term discounted at monthly rests at the Reserve Bank of Australia's cash rate; plus
- c) any liquidated damages payable under Clause 8 and any other amounts payable under this Rental Agreement; plus
- d) the value of origination costs for this Rental Agreement reasonably incurred by us, to the extent that these costs have not already been recovered; plus
- e) if the Equipment is not returned in accordance with Clause 13, the estimated fair market value of the Equipment as at the end of the Agreed Term.

12. DEFAULT

- a) You will be considered to be in default and to have repudiated this Rental Agreement if you:
 - i) do not pay in full any Total Monthly Rental Payment or any other amounts due in accordance with Clause 5:
 - (A) by the Payment Date or other due date on more than one occasion; or
 - (B) within 30 days after the Payment Date or other due date;
 - ii) become insolvent, bankrupt or become subject to any arrangement or composition, or as a company or business you enter administration, receivership, liquidation or external administration; or

iii) sell, sub-lease dispose of or create a Security Interest in the Equipment or attempt to do any of those things.

- b) If the National Credit Code applies to this Rental Agreement, we must give you written notice before we take any enforcement action in relation to your Rental Agreement in accordance with the National Credit Code.

13. RETURN OF EQUIPMENT

- a) On termination of this Rental Agreement under Clause 10, at the end of the Agreed Term or if you have chosen Double Time, at the end of Double Time, or otherwise you must, subject to Clause 15, return the Equipment at your expense to a Flexirent Capital office in your State as nominated by us, together with all software specified in the Signature Page, all CDs, DVDs, accessories and manuals, in as good condition as the Equipment was delivered to you, except for normal fair wear and tear.
- b) It is your responsibility to remove any personal data and software not specified in the Signature Page that is stored on or in the Equipment before returning it to us.
- c) We expressly deny all liability for any consequences arising from your failure to remove such information except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.
- d) If any Equipment is returned to us other than in accordance with paragraph (a), you must pay to us the difference between the fair market retail value of the Equipment as returned to us and the fair market retail value of the Equipment

as it should have been returned to us.

- e) If any Equipment is returned to us other than in accordance with paragraph (b), you must pay to us, calculated at our standard rates (as notified to you at the time), for our services required to remove any personal data in accordance with paragraph (b). We will not be held liable for any data that is lost, corrupted or compromised during this process, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

14. REPOSSESSION OF EQUIPMENT

- a) If you fail to pay any Total Monthly Rental Payment (including the First Rental Amount, if applicable) or if you fail to return the Equipment when you are required to do so under this Rental Agreement, in addition to our other rights, we or our authorised agents may, subject to complying with any applicable law, take all necessary steps to enter any premises where we believe the Equipment may be located and repossess the Equipment.
- b) We will give you 30 days' notice before exercising our rights under (a) unless the law provides that this is not required, including where we have made reasonable attempts to locate you, but without success.
- c) Subject to complying with any applicable law, we may sell any repossessed Equipment at any time.
- d) If this Rental Agreement has not been terminated, you may collect the Equipment from us only if you have paid all amounts payable under this Rental

Agreement including any amounts owing under Clause 15(a) and the Agreed Term or Double Time has not ended.

- e) Where we have given you prior notice of the repossession, you must remove all personal data and software from the Equipment before it is repossessed.
- f) We expressly deny all liability for any consequences arising from your failure to remove such information, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information
- g) Where we have not given you prior notice of the repossession we will take reasonable steps to remove any personal information and software from repossessed Equipment, but we will not be liable for any consequences if we fail to remove such information or software.

15. END OF TERM OPTIONS

- a) You must notify us that at the end of the Agreed Term to elect one of the following End of Term Options:
 - (i) Return the Equipment: return the Equipment to us in accordance with Clause 13;
 - (ii) Swap & Update: return the Equipment to us in accordance with Clause 13 and update to new equipment on the terms set out in Clause 15(d);
 - (iii) Double Time: extend the term of this Rental Agreement by a term equal to the Agreed Term on the terms set out in Clause 15(e);
 - (iv) Double Time & Update: keep possession of the Equipment on the terms set out in Clause 15(e)

and update to new equipment on the terms set out in Clause 15(d);

- (v) Purchase the Equipment: make us an offer to purchase the Equipment at any price you see fit (which we are free to accept or reject). If we accept your offer you will own the Equipment. GST will apply to the purchase price.
- b) Notice must be given:
 - (i) if you would like to return the Equipment or Purchase the Equipment, at least 30 days before the end of the Agreed Term;
 - (ii) if you would like to Swap and Update, within 3 months of the end of the Agreed Term;
 - (iii) if you would like to have Double Time & Update, within 1 month of the end of the Agreed Term;
- c) If you do not give us notice under Clause 15(a), then Clause 13 applies and you must return the Equipment as required by that Clause.
- d) If you give us notice that you would like to Update under Clauses 15(a)(ii) or 15(a)(iv):
 - (i) we may provide you with a new rental agreement giving you the right to use equipment having a value equal to or greater than the value of the Equipment on the Start Date. On receipt of your signed copy of the new Rental Agreement and provided we have received all amounts owing under this Rental Agreement at that date, you will not be required to make any further payments to us under this Rental Agreement; or

- (ii) we may notify you that we will not Update the Equipment, in which case you may return the Equipment under Clause 15(a)(i), make us an offer to Purchase the Equipment under Clause 15(a) (v) or request Double Time under Clause 15(a) (iii).

- e) If you give us notice that you would like to have Double Time under Clauses 15(a)(iii) or 15(a)(iv):
 - (i) you must pay us the Extend Optional Payment shown on the Signature Page on the last Payment Date of the Agreed Term (unless you have elected to Extend & Update and we have agreed to enter into a new Rental Agreement, in which case we will waive the Extend Optional Payment); and
 - (ii) provided we have received all amounts owing under this Rental Agreement as at the last Payment Date of the Agreed Term (including the Extend Optional Payment):
 - (A) we will extend the term of this Rental Agreement by a term equal to the Agreed Term;
 - (B) you are not required to return the Equipment to us under Clause 13 at the end of the Agreed Term;
 - (C) you are not required to make any further payments to us under this Rental Agreement;
 - (D) subject to (C) above where appropriate the terms of this Rental Agreement otherwise continue to apply (for example, Clause 1 which deals with our ownership of the Equipment, Clause 18 under which

you give us certain indemnities and Clause 28 under which we retain and bear the risk of theft, loss or accidental damage subject to Clauses 31, 32, 33 and 34);

- (E) at any time after payment of the Extend Optional Payment you may make us an offer to purchase the Equipment at any price you see fit (which we are free to accept or reject). If we accept your offer you will own the Equipment and this Rental Agreement will terminate. GST will apply to the purchase price;
- (F) at the end of the Double Time period you must return the Equipment to us in accordance with Clause 13, make us an offer to Purchase the Equipment under Clause 15(a)(v) or ask us to Swap and Update under Clause 15 (a)(iii). You may not request further Double Time.

- f) Notwithstanding anything contained in this Rental Agreement you have no right or obligation at any time to purchase the Equipment, either during the Agreed Term or during any extended term under Clause 15(e).
- g) In the event that no End of Term Option is elected and applies under Clause 15 at the end of the Agreed Term, then:
 - (i) you must return the Equipment as contemplated by Clause 13; and
 - (ii) the Rental Agreement will continue on a month to month basis until the Equipment is returned.

16. INTENTIONALLY LEFT BLANK**17. ASSIGNMENTS**

- a) At law we may, without giving you notice, sell, assign or otherwise dispose of or deal with our interest in the Equipment, Loaner Equipment or this Rental Agreement. To the extent that it applies, you will continue to have rights against the assignee under the National Credit Code, and the person to whom we assign has no greater rights than us.
- b) You may apply to assign this Rental Agreement, but you acknowledge that we are not obliged to agree. We may charge a fee to credit assess the proposed assignee even if the proposed assignee is declined.

18. COSTS, INDEMNITIES AND COMMISSIONS

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

- i) liability for any injury or death to any person or damage to any property arising directly or indirectly from you or your agents' fraudulent, illegal, negligent or otherwise improper use of the Equipment (except to the extent that the injury, death or damage occurs as a result of the Equipment being faulty); and
- ii) a claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made against us as a result of your acts or omissions or use of the Equipment, which is inconsistent with its ordinary use or purpose.
- c) You agree that we may pay commissions or fees to any broker, agent, dealer or other person who introduces you to us, or us to you.

19. PRIVACY (INCLUDING CONSENTS)

- a) The clauses below set out:
 - (i) consents that you (including if you are a guarantor) give us in relation to your personal information by applying for credit from us or applying to be a guarantor in relation to credit; and
 - (ii) important information about our collection, use, disclosure and management of your personal information.
- Our "Privacy Policy and Credit Reporting Policy" document, available at www.flexirent.com.au (select 'Privacy Policy') provides more details about how we manage your personal information, including your credit information and credit eligibility information.

- (b) When collecting, using, disclosing and managing your personal information, we comply with the Privacy Act 1988 (Cth) as well as the Credit Reporting Privacy Code.

Collection, use, and disclosure of your personal information

- (c) We ordinarily collect personal information about you for the following purposes, and, to the extent not already authorised by law, you agree to us using and disclosing that information for these purposes:
 - (i) assessing and processing existing or future application(s) for consumer or commercial credit and, where applicable, insurance or extended warranty products, managing your account or other products, responding to your questions and performing our obligations in relation to credit and insurance and extended warranty products provided to you;
 - (ii) either us, any relevant insurer, the supplier of the Equipment or any other service provider appointed by us contacting you about your end of rental term options, any trade up options or other special offers or promotions;
 - (iii) protecting us and our assets (including against fraud) and selling our assets (including by assigning any debts);
 - (iv) enforcing our rights (including undertaking debt collection) in connection with any credit provided to you;
 - (v) obtaining, administering and enforcing any guarantee given or to be given by you or any guarantee

- given or to be given by any other person as your guarantor, and assessing whether to accept any person as a guarantor;
- (vi) managing, changing and improving our systems and processes; and
- (vii) complying with laws. Various Australian laws may require us to collect your personal information, or we may need to do so to be able to comply with other obligations under those laws. These laws include: the Anti-Money Laundering and Counter-Terrorism Financing Act and other anti-money laundering legislation (for example, for identity verification), the National Consumer Credit Protection Act (for example, for responsible lending) the PPS Act (for example, for search and registration purposes), the Financial Sector (Collection of Data) Act, the Corporations Act (Cth) and other regulatory legislation (for example, requiring us to maintain client and transaction records, to provide information relating to loans to APRA and to make reports and provide other information to regulators such as ASIC) and the Taxation Administration Act, the Income Tax Assessment Act and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation).
- (d) We collect your personal information primarily from you. However, sometimes we may collect personal information about you from third parties for the purposes described above where it is unreasonable or impracticable to collect it directly from you. These third parties

include the supplier of the Equipment; other credit providers; insurers (such as insurers who provide insurance in relation to your credit); any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, private investigators, professional advisers); professional organisations; internet sources; public and subscriber only databases; and government authorities.

The circumstances in which we may do so include, for example, where we need information from a third party to assist us to deal with any application or request made by you (such as to verify information you have provided or to assess your circumstances) or to assist us to locate you or communicate with you.

- (e) The consequences of you not providing to us the personal information that we require can include that we will not be able to approve your application for credit or a related product, or accept you as a guarantor, or that we will not be able to deal with future requests or queries from you in connection with credit we provide.
- (f) You agree that we can disclose your personal information (including, where permitted to do so under the Privacy Act, your credit information and credit eligibility information) for the purposes described above to:
- (i) any of our related bodies corporate; our assignees or potential assignees; the supplier of the Equipment; any other supplier appointed by us, credit reporting agencies or any

business providing information about commercial credit worthiness; other credit providers; insurers (such as insurers who provide insurance in relation to your credit); any guarantor or proposed guarantor of your obligations to us; your assignees or proposed assignees; debt collection agencies; our banks and financial advisers; our lawyers, accountants and other professional advisers; any suppliers or contractors to us whom may need to have access to your personal information for the purpose of providing services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouses); any person specifically authorised by you in writing; and

- (ii) any person as permitted or required by law (except this paragraph does not permit us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies).

We may disclose your personal information to overseas recipients

- (g) Some of the organisations to whom we may disclose your personal information (including your credit information or credit eligibility information) will be located overseas and may not have an Australian link. The countries in which overseas recipients are likely to be located currently include the Philippines (for an updated list of countries from time to time please see our Privacy Policy and Credit Reporting Policy available on our website).

You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle ("APP") 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the APPs and we may not be liable under the Privacy Act if the recipient does not act consistently with the APPs).

By applying for this product you consent to disclosures to overseas recipients.

Important information about credit reporting

- (h) Our website www.flexirent.com.au (select 'Privacy Policy') contains important information about credit reporting, including the credit reporting bodies that we deal with, credit information that we may give them about you (such as about defaults and serious credit infringements) and details regarding how those credit reporting bodies use and disclose that information to credit providers and their policies about managing the information. You have important rights regarding access, correction and complaints relating to your credit reporting information, as well as certain rights to prevent its use for direct marketing or where you have been a victim of fraud. You will also find details about these rights on the same page. You can also ask us to provide you with a copy of this important information.
- (i) If you have made an application for commercial credit, or have obtained commercial credit from us, you agree that we can also obtain credit reporting information about you from a credit

reporting body for the purposes of:

- (i) assessing your application for commercial credit; or
- (ii) collecting payments that are overdue in relation to commercial credit provided to you.
- (j) You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.
- (k) If you are applying to be a guarantor in relation to credit we may provide to another person, you agree that we can obtain credit reporting information about you from a credit reporting body for the purposes of assessing whether to accept you as a guarantor.
- (l) You agree that we can disclose your name, residential address and date of birth to a credit reporting body so that the credit reporting body can provide an assessment to us of whether the information provided by you matches (in whole or in part) the information in the credit reporting body's possession or control (which may include personal information held by the credit reporting body about you or other individuals). This will be done for the purpose of verifying your identity as required under Australia's anti-money laundering and counter-terrorism laws where applicable. If you would prefer us to use another form of verification, such as your passport or driver's licence, you must notify us and provide us with any information that we request.

Marketing products and services to you

(m) You agree to us using and disclosing your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register and your email or other electronic addresses) to provide you with information about our other products and services and the products and services offered by our dealers, insurers (such as insurers who provide credit-related insurance), our related companies or suppliers. This includes, without limitation, communicating with you via emails, text messages or other electronic messages (without an unsubscribe facility).

This agreement operates indefinitely. However, you can tell us that you no longer wish us to use or disclose your personal information for these purposes by contacting us on 1800 240 102.

Accessing and correcting your personal information

- (n) You have rights to request access to and correction of personal information that we hold about you (including credit information and credit eligibility information). For details about how you can make such request please see Our Privacy Policy and Credit Reporting Policy contains details about how you can make such requests.
- (o) We always try to deal with your personal information consistently with our privacy obligations and we are committed to resolving any issues that you may wish to raise. Our Privacy and Credit Reporting Policy contains details about how you can make a

complaint if you think there has been a breach of the Privacy Act or the Credit Reporting Privacy Code and how we will deal with such a complaint.

20. SEVERABILITY

If:

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

21. NOTICES

- a) You must tell us if you change your bank account or credit card details, your business, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with this Rental Agreement.
- b) We can give you notice by delivering it to you personally or leaving it at, or sending it by post, facsimile or email to your home, business, postal or email address last known to us. An email notice shall be valid if not returned.
- c) A certificate signed by one of our authorised officers is adequate proof

of the facts stated in it relating to this Rental Agreement and rights and obligations arising under it unless you can demonstrate otherwise.

- d) You consent to us and our related bodies corporate sending commercial electronic messages to you.

22. CHANGES TO THESE TERMS AND CONDITIONS

- a) We may change these Terms and Conditions at any time by, giving you not less than 30 days notice.
- b) Any change shall not affect the amount of the Total Monthly Rental Payment (except as permitted in accordance with Clause 5(g) and shall only apply to obligations arising after the expiry of the notice period.
- c) This notice may also be given to you by an advertisement in one or more newspapers circulating in your State or Territory.
- d) You have the right to end this Rental Agreement at any time before the end of the Agreed Term in accordance with Clause 9.
- (e) Where the National Credit Code applies, all changes to these Terms and Conditions will be made in accordance with the National Credit Code.

23. FEES

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

- a) a dishonour fee of \$30 if a Total Monthly Rental Payment or any other amount due

under this Rental Agreement, is unable to be processed (including because you do not have sufficient funds in your account or a credit card transaction is declined). We may attempt to process a Total Monthly Rental Payment or other amount due more than once however we will give you reasonable notice before doing so. You must pay a dishonour fee each time the payment is unable to be processed. Dishonour fees are payable immediately on the dishonour however we will give you reasonable notice before debiting your bank account or credit card.

- b) a payment deferral fee of \$30 where we agree to defer a Total Monthly Rental Payment or any other amount due under this Rental Agreement. A payment deferral fee is payable at the same time as the deferred payment is due.
- c) a payment administration fee of 1% of the Total Periodic Rental Payment or any other amount due under this Rental Agreement where payment is made from a MasterCard, Visa & American Express. Each MasterCard, Visa & American Express administration fee is payable (and will also be charged to the relevant MasterCard, Visa & American Express) at the same time as the relevant payment is processed.

24. GOVERNING LAW

- a) This Rental Agreement is governed by the laws of New South Wales.
- b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

25. PERSONAL PROPERTY SECURITIES ACT

25.1)

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

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

25.2)

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

25.3)

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

25.4)

You agree that:

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

25.5)

In this Clause and in this Rental Agreement, "**Security Interest**" includes any security interest under the PPS Act, mortgage, pledge, lien, charge, hypothecation, trust arrangement, title retention arrangement or other security interest or encumbrance.

26. INTERPRETATION

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

27. JOINT AND SEVERAL OBLIGATION

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

28. RISK OF LOSS OR DAMAGE

- a) Subject to Clauses 29 and 30, while we own the Equipment (including the period after you have made the Extend Optional Payment (if applicable)) we retain and bear the risk of theft, loss or accidental damage to the Equipment occurring anywhere in Australia or New Zealand or anywhere else in the world during a trip of not more than 28 days' duration.
- b) You assume and bear the risk of all theft, loss or damage to the Equipment, which we do not retain and bear under paragraph (a) and you agree to indemnify us for any such theft, loss or damage.
- c) If the Equipment is stolen, lost or accidentally damaged and the risk of that loss or damage is ours under this Rental Agreement, subject to your compliance with Clause 30, we will discharge our obligations in accordance with Clause 32.

29. EXCLUSIONS, ALLOCATION OF RISK AND INDEMNITY

- a) In this Clause 29:
 - i) Secure means premises or a vehicle that is locked and otherwise secure, including doors, windows and other means of entry or assisting to enter those premises or vehicle;
 - ii) Forcible Entry means violent and forcible entry to the premises or a vehicle, for example by breaking and entering through a window or breaking

down a door. To avoid doubt, entry by the entry of an alphanumeric code, or use of a key is not violent and forcible entry for the purposes of this Clause.

- b) Notwithstanding Clause 28, we will not pay for, and you will assume and bear the risk of, any loss, theft or damage to any Equipment:
 - i) which is not loss or accidental damage;
 - ii) where at the time of the loss, theft or damage you are in arrears for one month or more;
 - iii) which is covered by a manufacturer's warranty or any other extended warranty or would have been so covered had that warranty not been voided;
 - iv) caused by mechanical and/or electrical breakdown of any kind, if the breakdown/ derangement occurs as a result of an external accident (e.g. power surge) and where you have been grossly negligent;
 - v) arising from theft, misappropriation, fraudulent, intentional or dishonest acts, or malicious damage by you, your employees, your family, any person who has unrestricted access to the Equipment, or any person to whom you have lent the Equipment or otherwise permitted to use the Equipment;
 - vi) arising from theft, attempted theft or loss:
 - A) from premises which are unoccupied on a permanent or long term basis, unless the premises were Secure and the

- theft or loss resulted directly from Forced Entry to the premises, and you are able to provide evidence of Forced Entry;
- B) from occupied premises and at the time of the theft or loss the occupants were not present, unless the premises were Secure and the theft or loss resulted directly from Forced Entry, and you are able to provide evidence of Forced Entry;
- C) from occupied premises and at the time of the theft or loss, the occupants were present at the premises, unless the premises were Secure and the theft or loss resulted directly from Forced Entry to the premises (and you are able to provide evidence of Forced Entry);
- D) from occupied premises and at the time of the theft or loss, by occupants who have been authorised by you to occupy or visit the premises on a temporary or permanent basis, and who were present at the premises; unless the premises were Secure and the theft or loss resulted directly from Forced Entry to the premises (and you are able to provide evidence of Forced Entry);
- E) from an unoccupied vehicle with no occupants in it;
- F) from a vehicle which was secure with no occupants in it and the theft or loss resulted directly from a forcible entry to the vehicle and you are able to provide evidence of Forced

- Entry and the Equipment was concealed from sight;
- G) from an vehicle that was Secure with no occupants in it under any circumstances where the Equipment was stored or left overnight;
- H) from any public place or any place where the public has regular access and where the Equipment was left unattended;
- I) if the Equipment is used other than for a purpose for which it was designed, which we determine in our discretion; or
- J) occasioned while in the custody or care of a person to whom you have lent, given or otherwise passed custody or care of the Equipment, including a family member, friend or courier;
- vii) occurring during or as a result of the Equipment being transported in any aircraft or watercraft unless carried as cabin baggage;
- viii) that was on loan or being used for trial, testing, demonstration or exhibition;
- ix) where the loss or damage is to software or data of any type whatsoever or is caused by any computer virus, worm, Trojan or the like or any other software based malfunction;
- x) for the costs of data programming, data reconstruction, data recovery or program installation or reconfiguration;

- xi) resulting from:
 - A) any consequence of war or warlike or terrorist activities;
 - B) ionizing radiation or radioactivity; or
 - C) the confiscation or destruction of any Equipment by any government, public or statutory authority;
- xii) caused by corrosion, oxidation, rust, insects, vermin, dust, dampness, dryness, cold, heat, wasting, cosmetic damage, scratching or marring, faulty workmanship or materials, loss of screen or image brightness or resolution, failure to perform to specifications or wearing away or wearing out of any part of any Equipment which arises from normal fair wear and tear, ordinary use or gradual deterioration; or
- xiii) which are expendable or consumable items including fuses, lamps, batteries, bells, chains, tapes or ribbons or any other part of any Equipment which requires periodic or frequent replacement; or
- xiv) where Loaner equipment is lost, damaged or stolen while in your possession; or
- xv) that occurred whilst under the influence of drugs and/or alcohol; or
- xvi) if you supply false or misleading information in relation to the incident that resulted in the loss, theft or damage, or;
- xvii) any incident in relation to any Equipment under any lease where you have already submitted

- an incident notification form to Flexirent 3 times in the last 12 months in relation to loss, theft or damage to the Equipment or other equipment leased to you under by us under other agreements
 - c) You agree to indemnify us for:
 - i) any theft, loss or damage to the Equipment to which paragraphs (a)(i) to (a)(xiii) apply; and
 - ii) liability for any injury or death to any person or damage to any property arising directly or indirectly from the Equipment or its use; and
 - iii) any loss or damage we suffer as a result of you failing to remove personal information or software as required under this Rental Agreement.
 - d) For your first claim, you agree to pay us a processing fee of:
 - i) \$550 for any incident on assets with an invoice price of \$10,001 or higher for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - ii) \$220 for any incident on assets with an invoice price of \$1,001 or higher, but less than \$10,000 for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - iii) \$110 for any incident on assets with an invoice price of \$1,000 or less for loss, theft or damage in respect of risks retained by us for our processing and administration costs.
- You are responsible for ensuring that all software and data is backed up.

- e) For your second and subsequent claims, you agree to pay us a processing fee of:
- i) \$550 for any incident on assets with an invoice price of \$10,001 or higher for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - ii) \$440 for any incident on assets with an invoice price of \$1,001 or higher but less than \$10,000 for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - iii) \$220 for any incident on assets with an invoice price of \$1,000 or less for loss, theft or damage in respect of risks retained by us for our processing and administration costs.

30. INCIDENT NOTIFICATION

- a) If any Equipment is stolen, you must inform the police within 48 hours of the incident, and promptly provide us with a copy of the police report event number. We will not process a claim until you have provided us with a copy of the police report or if you have not informed the Police within 48 hours of the incident.
- b) Within 14 days after the loss or damage occurring, you must complete an Incident Notification form and send it to us.

31. BASIS OF SETTLEMENT

- a) We may choose to:
 - i) repair the damaged Equipment; or
 - ii) replace the stolen, lost or accidental damaged equipment with equipment

of similar age, original specifications (excluding modifications not under this agreement) and condition, but this may not necessarily be the same make or model; or

- iii) release you from your future obligations under this Rental Agreement except for any payments in arrears at the time your incident was approved; or
- iv) if you have paid the Extend Optional Payment, pay to you an amount that we reasonably determine is the fair market value of the Equipment or what would have been the fair market value of the Equipment before the relevant damage (in which case this Rental Agreement will terminate).
- b) We reserve the right to choose any suitably qualified repairer to carry out repairs or any suitable supplier to replace the Equipment.
- c) Unless we release you from your obligations under paragraph (a) (iii), you must continue to pay Total Monthly Rental Payments in accordance with Clause 5.
- d) Where Equipment is returned to us under this Clause (including where Equipment is being repaired) you must remove all personal data from the Equipment which can be accessed by you before returning it to us.
- e) We expressly deny all liability for any consequences arising from your failure to remove such information, except for any consequences arising from our fraudulent or grossly negligent handling or disposal of such information.

32. RELEASE

Subject to Clause 34, in the event of one of the following events occurring ("Event") and your compliance with Clauses 36 and 37, we will treat the Rental Agreement as terminated and release you from the obligation to pay to us any remaining Total Monthly Rental Payments and any other amounts which may be owing under the Rental Agreement as a consequence of the termination or otherwise except for the administration fee payable under Clause 32 (the "Release"):

- a) your Disablement or Disablement of the person(s) nominated in accordance with Clause 35 where Disablement means:
 - i) total and continuous inability to perform the usual duties of an occupation for which you or the person(s) nominated in accordance with Clause 35 as relevant are reasonably qualified by education, training or experience due to illness or injury for more than 30 consecutive days; and where
 - ii) the disablement is certified by a legally qualified medical practitioner licensed to practice in Australia and who is acceptable to us; and where
 - iii) you or the person(s) nominated in accordance with Clause 35 as relevant have not been engaged in work or an occupation for remuneration or profit since the occurrence of the illness or injury; and where
 - iv) your disablement or disablement of the person(s) nominated in accordance with Clause 35 does not relate to any illness,

injury or condition known to be present in the 12 months preceding the commencement of the Rental Agreement.

- b) your involuntary unemployment or involuntary unemployment of the person(s) nominated in accordance with Clause 35, which is the termination from permanent and gainful employment, not by your choice or the choice of the person(s) nominated in accordance with Clause 35 as relevant, and being certified as unemployed by the appropriate government agency and which does not include any termination that was due to voluntary unemployment, voluntary redundancy, or the Customer reaching retirement, or becoming unemployed due to an act or acts of wilful misconduct; or
- c) your death or death of the person(s) nominated in accordance with Clause 35 as relevant where the death is certified by a legally qualified medical practitioner acceptable to us; or
- d) diagnosis by a qualified medical practitioner acceptable to us that you or the person(s) nominated in accordance with Clause 35 as relevant are suffering a terminal illness with a life expectancy of three (3) months or less.

33. TEMPORARY RELEASE

Subject to Clause 34(a), in the event of you or a person(s) nominated in accordance with Clause 35, being involuntarily unemployed within the meaning of Clause 32(b), you may, instead of seeking a Release under Clause 32, elect to have payment of Total Monthly Rental Payments temporarily released until a period of

3 months has elapsed from Flexirent having notified you it has accepted that your notification of the Event entitles you to a Release (“Temporary Release”). In the event you elect for a Temporary Release, rather than a Release, Flexirent will waive the application of Clause 34(b). Following expiration of the 3 month period, you may elect to seek a Release under Clause 32, in which case the administration fee becomes payable in accordance with Clause 34(b) or in the event you choose not to seek a Release under Clause 32, the remaining Total Monthly Rental Payments will be adjusted to allow for the Temporary Release.

34. EXCLUSION AND INDEMNITY

- a) Notwithstanding Clause 32, we will not Release you where you are two or more Total Monthly Rental Payments in arrears.
- b) On making a notification to us under Clause 36 you agree to pay us an administration fee of \$220.

35. PARTNERSHIPS, TRUSTS, COMPANIES

Where you as the Customer are not an individual natural person, but you have nominated an individual/s natural person/s as well under Customer details on the Signature Page, you are eligible for benefits under Clauses 28 to 37 inclusive in relation to the nominated partners, trustee(s) or directors as relevant, and as such a notification may be lodged in their names, on behalf of the Customer.

36. HOW TO MAKE A NOTIFICATION OF AN EVENT

- a) You or your executor must give us written notice within 30 days of an Event occurring.
- b) We will forward you or your executor a notification form that must, within 14 days of receipt, be completed and returned to us with all relevant information including such information as is set out in Clause 32 above.
- c) We may make any reasonable enquiries as we see fit about the notification and may require you to have a medical examination. If we request an examination, we will pay for it.

37. RETURNING EQUIPMENT

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

DDR Service Agreement (Clauses 38 – 45)

38. DEBITING YOUR ACCOUNT

- a) By signing the Direct Debit Request (“DDR”), you authorise us to debit funds from your nominated account for any amount payable under this Rental Agreement and any other agreement between you and us. You should refer to this DDR Service Agreement and the DDR for the terms of the arrangement between you and us.
- b) We will only arrange for funds to be debited from your account as authorised in the DDR.
- c) If any payment falls due on a non-business day, it will be debited from your nominated account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

39. CHANGES BY US

- a) We may vary details of this DDR Service Agreement or the DDR at any time by giving you at least 14 days’ written notice.

40. CHANGES BY YOU

- a) You may change, stop or defer a payment, or terminate this DDR Service Agreement by providing us with at least 14 days’ notification by:
 - i) writing to Flexirent Capital Pty Ltd, Locked Bag 2345, St Leonards NSW 1590; or

- ii) telephoning us on 1800 240 102 during business hours; or
- iii) arranging it through your own financial institution which is required to act promptly on your instructions. Your financial institution may ‘change’ your debit payment only to the extent of advising us of your new account details.

41. YOUR OBLIGATIONS

- a) It is your responsibility to ensure that there are sufficient funds in your account to allow a payment to be made in accordance with the DDR.
- b) If there are insufficient clear funds in your account to meet a payment:
 - i) you may be charged a fee and/or interest by your financial institution; and
 - ii) you may also incur fees and charges imposed or incurred by us in accordance with this Rental Agreement; and
 - iii) you must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so we can process the payment.

- c) You should check your account statement to verify that the amounts debited from your account statement are correct.

42. DISPUTES

- a) If you believe that there has been an error in debiting your account, you should contact us directly on 1800 240 102 and confirm in writing with us as soon as

possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

- b) If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- c) If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

43. ACCOUNTS

- a) You should check:
 - i) with your financial institution whether direct debiting is available for your account as direct debiting is not available on all accounts offered by financial institutions; and
 - ii) your account details which you have provided us are correct by checking them against a recent account statement; and
 - iii) with your financial institution before completing the DDR if you have any queries about how to complete the DDR.

44. CONFIDENTIALITY

- a) We will keep any information (including your account details) in your DDR confidential. We will make reasonable efforts to keep any such information

that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

- b) We will only discuss information about you:
 - i) to the extent specifically required by law; or
 - ii) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

45. NOTICE

- a) If you wish to notify us in writing about anything relating to this DDR Service Agreement, you should write to Flexirent Capital Pty Ltd, Locked Bag 2345, St Leonards NSW 1590.
- b) We will notify you by sending a notice in the ordinary post to the address you have given us on the DDR.
- c) Any notice will be deemed to have been received on the third business day after posting.

IMPORTANT INFORMATION RELATING TO CREDIT REPORTING

This statement sets out important information about credit reporting that is relevant to you if:

- » you are an individual applying for a lease or other credit product, or who holds a lease or other credit product, from Flexirent Capital Pty Ltd ABN 93 064 046 046 (“we”/“us”); or
- » we deal with you in connection with credit applied for by, or provided to, another customer – for example if you are a guarantor or proposed guarantor for such credit or if you are a director of a company obtaining credit.

- **We may disclose your personal information to credit reporting bodies:**

We may disclose personal information about you in connection with your credit applications or other credit-related interactions with us to credit reporting bodies. Those credit reporting bodies may then include that information in reports that they provide to other credit providers to assist them to assess your credit worthiness.

For example, if you fail to meet your payment obligations to us in relation to consumer credit, or if you commit a serious credit infringement in relation to consumer credit provided by us, we may be entitled to disclose this information to credit reporting bodies.

- **We disclose information to the following credit reporting bodies:**

Dun & Bradstreet

Website: www.checkyourcredit.com.au

Phone: 13 23 33

Address: Attention: D&B Public Access Centre, PO Box 7405, St Kilda, VIC 3004

Veda Advantage

Website: www.vedaadvantage.com

Phone: 1300 762 207

Address: Attention: Veda Advantage Public Access, PO Box 964, North Sydney, NSW 2059

A credit reporting body is required to have a policy which explains how they will manage your credit-related personal information. To view the policy for:

Dun & Bradstreet visit www.checkyourcredit.com.au

Veda Advantage visit www.vedaadvantage.com

- **Excluding your credit reporting information from pre-screening for direct marketing:**

You have a right to request that a credit reporting body exclude your credit reporting information from being used by them for direct marketing-related pre-screenings requested by credit providers. You should contact a relevant credit reporting body directly if you wish to request this.

- **Protecting your credit reporting information if you become the victim of fraud:**

You have a right to request that a credit reporting body not use or disclose your credit reporting information if you believe that you have been, or are likely to be, the victim of fraud (for example, if you think that someone is misusing your identity to apply for credit). You should contact a relevant credit reporting body directly if you wish to request this.

- **Accessing or correcting your personal information or making a privacy complaint:**

You have rights to request access to, or correction of, personal information that we hold about you, including credit-related information. You also have rights to make a complaint if you consider that we have not complied with the Privacy Act or Credit Reporting Privacy Code in relation to your information. Our Privacy Policy and Credit Reporting Policy (please see below) sets out how you can make such requests or complaints and how we will deal with them.

For details about how our management of credit-related personal information (including credit reporting information) that we hold about you, please see our **Privacy Policy and Credit Reporting Policy** available at www.flexirent.com.au/Privacy.htm (select ‘Privacy and Credit Reporting Policy’) or by calling us on **1300 858 608**.

This statement also covers any other entities for which we may act as agent for an undisclosed principal in entering into a credit agreement with you.

Opening hours

Mon-Wed	9am - 8pm
Thur	9am - 11pm
Fri	9am - 9pm
Sat-Sun	9am - 8.30pm

Note: Opening hours are AEST and may vary during Daylight Saving.

Call

New applications	1800 240 102
Payment enquiries	1800 647 461
Protect Platinum	1800 000 665
Equipment updates	1800 240 102
End of Term enquiries	1300 889 921

Offices

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St Leonards NSW 2065

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PO Box 693 Richmond VIC 3121

Tel: 03 9445 1000 Fax: 03 9445 1150

Queensland

Level 1, 27 Black Street, Milton QLD 4064

PO Box 1333 Milton QLD 4064

Tel: 07 3367 2711 Fax: 07 3367 2655

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