

2012



Credit Guide & Application Booklet

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FLEXI[®]

ELECTRICAL ADVANTAGE

EZYWAY



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CREDIT GUIDE

1. Introduction

Flexirent Capital Pty Ltd offers customers consumer leases. 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.

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 inquiries 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 at: servicerecovery@flexigroup.com.au;

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

Fax at: (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 Financial Ombudsman Service's Banking and Finance Division helps individuals and small business customers resolve problems and disputes with their financial service provider, and its use is free for individual customers. FOS can be contacted online at www.fos.gov.au, via telephone at 1300 780 808 or in writing through GPO Box 3, Melbourne VIC 3001 (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

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; 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.

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 FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT:

TELEPHONE: 1300 78 08 08
INTERNET: WWW.FOS.ORG.AU
POSTAL ADDRESS: GPO BOX 3,
 MELBOURNE, VIC 3001.

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 <http://www.asic.gov.au>.

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.

General

9. What do I do if I can not 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 can not 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 can not 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.



QUESTIONS & ANSWERS

Common Questions & Answers with Flexirent Ezyway

Every day, more and more Australians use Flexirent 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 Flexirent, you will be responsible for the maintenance and repairs of your leased Equipment in most cases.

We strongly recommend that all equipment and electrical appliances 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.

Replacement Promise

If your product requires more than 2 warranty repairs in 2 years, on the third repair we will provide a replacement product, rather than fix and return your existing equipment. See Clause 6(d) for more detail.

Just call Flexirent on 1800 000 665 and we will make the arrangements.

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 in the event of involuntary unemployment, disablement, terminal illness or death. This feature is known as Flexirent Protect. For terms, conditions and exclusions please see Clauses 28 to 37 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?

Towards the end of your agreement, Flexirent will contact you and remind you that it is time to consider your choices:

1. Update and FlexiSwap: Update and Swap to new equipment before the end of the agreement;
2. Update and FlexiKeep: Update to new equipment and FlexiKeep your old Equipment;
3. FlexiKeep the Equipment by paying the FlexiKeep optional payment equivalent to one month's rental;
4. Offer to own; Make us an offer to purchase all or some of the leased Equipment; or
5. Return the goods at the end of the agreement.

See overleaf for more details and refer to Clause 15 of the Terms and Conditions for full details of the End of term choices. Choices 1, 2 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.



END OF TERM OPTIONS

<p>Examples of End of Term Options (Details in Clause 15 of the Terms and Conditions)</p>	<p>Electrical Equipment (TV's, Fridges, Washing Machines, Dryers, Cameras etc) 13 months or less term</p>	<p>Electrical Equipment (TV's, Fridges, Washing Machines, Dryers, Cameras etc) more than 13 months term</p>
<p>1. FlexiKeep* the Equipment at end of term</p>	<p>Pay the FlexiKeep Optional Payment at the end of term (equivalent to one monthly rental).</p>	
<p>2. Own# the Equipment at end of term (subject to our agreement)</p>	<p>Make us an offer 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.</p>	
<p>3. FlexiSwap and Update to new equipment (subject to our agreement)</p>	<p>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.</p>	<p>6 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 6 remaining payments.</p>
<p>4. FlexiKeep* and Update to new equipment (subject to our agreement)</p>	<p>1 month prior to end of term. Simply take out a new Flexirent Ezyway agreement for equal or higher value and you can FlexiKeep the old Equipment and Flexirent waives the FlexiKeep Optional Payment.</p>	<p>3 months prior to end of term. Simply take out a new Flexirent Ezyway agreement for equal or higher value and you can FlexiKeep the old Equipment and Flexirent waives the FlexiKeep Optional Payment.</p>
<p>5. Return Equipment</p>	<p>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.</p>	

How to FlexiKeep the Equipment at the end of the agreement

*If you choose to FlexiKeep the goods the Flexirent Protect Program will continue to apply to the goods after the agreed term subject to the Terms and Conditions.

How to Own the Equipment at the end of the agreement

#If you would like to own the Equipment after the agreed term you may make us an offer to purchase 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 Ezyway is not obliged to do so.

If we accept your offer to purchase the Equipment, our obligations under Flexirent Protect will cease.



RENTAL AGREEMENT TERMS & CONDITIONS

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

Part A – General Terms and Conditions

1. OWNERSHIP OF EQUIPMENT

- a) We are the owner of the Equipment. You only have the right to use it.
- b) For the purposes of this 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 gives rise to proceeds (by being dealt with or otherwise), the “Security Interest”:
 - i) continues in the Equipment; and
 - ii) attaches to the proceeds (and nothing in this 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 who 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 39 of this Rental 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 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) Replacement Promise; after two (2) authorised warranty repairs have been completed on an individual product and that individual product requires a third (3rd) repair within the first two (2) years from the commencement of the term, as determined by us, we will replace it with a product that we determine is of comparable performance, of like kind and quality, and which does not exceed the original purchase price:

- i) Replacement products may be new or refurbished to meet the manufacturer's specifications of the original product at our discretion.
- ii) The original product must be returned to us along with authorised service repair receipts from two (2) separate completed service repairs to qualify.
- iii) This program does not cover the following;
 - A) repairs or replacements due to damage caused by accidental handling ;
 - B) loss of any information or data on a product;
 - C) consumable items such as batteries;
 - D) any failures, or parts and/or labour costs incurred as a result of manufacturer's recall.
 - E) This Clause does not affect your rights under law including any applicable Consumer Guarantees as described in Clause 3.

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 days 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 the greater of \$30 per late payment or 0.05% of the overdue amount per day your payment is overdue.
- c) In addition, you agree to reimburse us for the amount that our bankers charge us for your dishonoured payment(s).
- d) All liquidated damages are payable on demand which we may enforce by debiting the amount of any liquidated damages from your nominated bank account or credit card, however we will provide you with reasonable notice before debiting your bank account or credit card.

- e) Upon and after termination of this Rental Agreement, as a separate and independent obligation which survives termination of this Rental Agreement, you agree to pay liquidated damages at the rate of 0.05% per day on the overdue amount, capitalised monthly, until all amounts owing under this Rental Agreement are paid in full.

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.

10. TERMINATION

If you repudiate this Rental Agreement under Clause 12, we may give you notice terminating this Rental Agreement, 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.

13. RETURN OF EQUIPMENT

- a) On termination of this Rental Agreement under Clause 10, at the end of the Agreed Term you must, 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 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 we have not terminated this Rental Agreement, 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).
- 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 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 you would like to:
 - i) (Return the Equipment) return the Equipment to us in accordance with Clause 13;
 - ii) (FlexiSwap & 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) (FlexiKeep) keep possession of the Equipment on the terms set out in Clause 15(e);
 - iv) (FlexiKeep & 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) (Own 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 Own the Equipment, at least 30 days before the end of the Agreed Term;
- ii) if you would like to FlexiSwap and Update:
 - A) within 3 months of the end of the Agreed Term if your Rental Agreement has an Agreed Term of 13 months or less; or
 - B) within 6 months of the end of the Agreed Term for all other Rental Agreements;
- iii) if you would like to FlexiKeep & Update:
 - A) within 1 month of the end of the Agreed Term if your Rental Agreement has an Agreed Term of 13 months or less; or
 - B) within 3 months of the end of the Agreed Term for all other Rental Agreements.
- c) If you do not give us notice under Clause 15(a), we will deem your payment of the final Total Monthly Rental Payment to be notice to FlexiKeep on the terms set out in Clause 15(e).
- 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 Own the Equipment under Clause 15(a) (v) or FlexiKeep under Clause 15(a)(iv).
- e) If you give us notice that you would like to FlexiKeep under Clauses 15(a)(iii) or 15(a)(iv):
 - i) you must pay us the FlexiKeep Optional Payment shown on the Signature Page on the last Payment Date of the Agreed Term (unless you have elected to FlexiKeep & Update and we have agreed to enter into a new rental agreement, in which case we will waive the FlexiKeep 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 FlexiKeep Optional Payment):
 - A) we will extend the term of this Rental Agreement indefinitely;
 - B) you are not required to make any further rental payments to us under this Rental Agreement;
 - C) 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 29, 30 and 31);

- D) you may terminate this Rental Agreement at any time by returning the Equipment at your expense to a Flexirent Capital office in your State;
- E) at any time after payment of the FlexiKeep 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) 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).

16. APPROVED AMOUNT

- a) You may choose to have the Approved Amount available for the Agreed Term of this Rental Agreement.
- b) If you have chosen to have the Approved Amount available to you, a monthly fee of \$2.95 fee will be payable by you ("**Approved Amount Fee**"). Payment of the Approved Amount Fee does not guarantee that we will approve any future applications from you but will assist in streamlining the application process.
- c) The Approved Amount is made available to you based on the information you have provided in your application for this Rental Agreement. Availability of the Approved Amount is subject to the following conditions:
 - (i) your financial status does not materially change which, in our opinion, may result in your inability afford to access the Approved Amount;
 - (ii) you are not in breach of this Rental Agreement;
 - (iii) you have not been declared bankrupt or have a default listing noted on your credit information file; and
 - (iv) all applications will be subject to us reviewing the application in accordance with our internal suitability assessment.
- d) If we decline any new application within the Approved Amount during the Agreed Term we will refund any Approved Amount Fee paid by you under this Rental Agreement.
- e) If your circumstances change and you no longer wish to have the Approved Amount available, you may notify us during the Agreed Term and we will cancel the Approved Amount within 30 days of your notification.

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 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

- a) We comply with the National Privacy Principles, the Code of Conduct for Credit Reporting and the Privacy Act (Cth) 1988. Terms used in this Clause have the meaning given in the Privacy Act. In this Clause "you" includes any guarantor.
- b) You have a right to request access to the personal information that we hold about you. Contact our Privacy Officer for more information.

- c) Subject to the payment of any applicable fee, we agree to provide you access to, or with a copy of, the personal information that we hold about you. We can only deny access to you in accordance with National Privacy Principle 6.
- d) You agree to us collecting personal information about you for the purposes of:
 - i) us or our related companies assessing existing or future application(s) for consumer or commercial credit, managing your account, responding to your questions, enforcing our rights, performing our obligations and protecting our assets;
 - ii) either us, the supplier of the Equipment or any other supplier appointed by us contacting you about your end of rental term options, any trade up options or other special offers or promotions;
 - iii) us or our related companies providing you with information about our other products and services and the products and services offered by our dealers, our related companies or suppliers; and
 - iv) any guarantee given or to be given by you or any guarantee given or to be given by any other person as your guarantor whether to us or our related companies and the enforcement of any guarantee.
- e) We collect your personal information primarily from you. You agree that we may also collect personal information about you from the supplier of the Equipment; other credit providers; insurers; any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, private investigators, professional advisers); professional organisations; the internet; public and subscriber only databases; and government authorities.
- f) You agree that we can obtain from credit reporting agencies and/or any business providing information about commercial credit worthiness:
 - i) consumer credit report(s) about you for application(s) for commercial credit; and
 - ii) commercial credit report(s) about you for application(s) for consumer credit.
- g) You agree that we can disclose your name, residential address and date of birth to credit reporting agencies so that the credit reporting agency can provide an assessment to us of whether the information provided by you matches (in whole or in part) the information in the credit reporting agency's possession or control (which may include information contained in the credit information files of other individuals). This will be done for the purpose of verifying your identity as required under Australia's anti-money laundering and counter-terrorism laws where applicable. If you would prefer us to use another form of verification, such as your passport or drivers' licence, you must notify us and provide us with any information that we request.
- h) You agree that we can disclose your personal information to:

- i) any person as permitted or required by law (except this paragraph does not permit us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies);
 - ii) any of our related bodies corporate; our assignees or potential assignees; the supplier of the Equipment; any other supplier appointed by us, credit reporting agencies or any business providing information about commercial credit worthiness; other credit providers; insurers; any guarantor or proposed guarantor of your obligations to us; your assignees or proposed assignees; debt collection agencies; our banks and financial advisers; our lawyers, accountants and other professional advisers; and any suppliers or contractors to us whom may need to have access to your personal information for the purpose of providing services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouses); and
 - iii) any person specifically authorised by you in writing.
- i) You agree that the main consequence for you if you do not provide to us the personal information that we require, is that any application for credit is unlikely to be approved.

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.

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. Clause 8 sets out our rights to liquidated damages for late payments which are payable in addition to this fee.
- b) a payment deferral fee of \$30 where we agree to defer a Total 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 your 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 FlexiKeep 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 31.

29. EXCLUSIONS, ALLOCATION OF RISK AND INDEMNITY

- a) 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 unoccupied premises unless the theft or loss resulted directly from violent and forcible entry to the premises;
 - B) from an unoccupied vehicle unless the vehicle was locked and the theft or loss resulted directly from a violent and forcible entry to the locked vehicle and the Equipment was concealed from sight;
 - C) from an unoccupied vehicle under any circumstances where the Equipment was stored or left overnight;
 - D) from any public place or any place where the public has regular access and where the Equipment was left unattended;
 - E) if the Equipment is used other than for a purpose for which it was designed, which we determine in our discretion; or
 - F) 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 what so ever 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) that occurred whilst under the influence of drugs and/or alcohol; or
 - xv) if you supply false or misleading information in relation to the incident that resulted in the loss, theft or damage.
- b) You agree to indemnify us for:
- i) any theft, loss or damage to the Equipment to which paragraphs (a)(i) to (a)(xiii) apply; 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.
- c) You agree to pay us a processing fee of:
- i) \$550 for any incident on assets with an invoice price of \$10,001 or higher for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - ii) \$220 for any incident on assets with an invoice price of \$1001 or higher but less than \$10,000 for loss, theft or damage in respect of risks retained by us for our processing and administration costs; or
 - iii) \$110 for any incident on assets with an invoice price of \$1000 or less for loss, theft or damage in respect of risks retained by us for our processing and administration costs.
- d) You are responsible for ensuring that all software and data is backed up.

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.
- 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 FlexiKeep 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 34 (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;
- 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 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 account 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

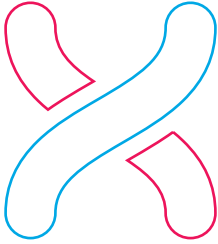
- a) You should check:
 - i) with your financial institution whether direct debiting is available for your account as direct debiting is not available on all accounts offered by financial institutions;
 - ii) your account details which you have provided us are correct by checking them against a recent 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.



Open seven days a week

Monday to Wednesday 9am – 7.30pm (AEST)

Thursday 9am – 11pm

Friday 9am – 9pm

Saturday and Sunday 9am – 7.30pm

Note: Opening hours may vary during daylight saving.

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

To manage your account or find out more about FlexiGroup, please visit our website
www.flexigroup.com.au

or email us
info@flexigroup.com.au

FLEXIRENT CAPITAL PTY LTD

Level 8, The Forum,
201 Pacific Highway, St Leonards NSW 2065
Locked Bag 2345 St Leonards NSW 1590

Telephone: 02 8905 2000

Facsimile: 02 8905 1800

VICTORIA & TASMANIA

7 Dover Street, Richmond VIC 3121

PO Box 693 Richmond VIC 3121

Telephone: 03 9445 1000

Facsimile: 03 9445 1150

QUEENSLAND

Level 1, 27 Black Street, Milton QLD 4064

PO Box 1333 Milton QLD 4064

Telephone: 07 3367 2711

Facsimile: 07 3367 2655

SOUTH AUSTRALIA & NORTHERN TERRITORY

28 Greenhill Road, Wayville SA 5034

PO Box 469 Goodwood SA 5034

Telephone: 08 8172 8400

Facsimile: 08 8172 8490

WESTERN AUSTRALIA

Suite 5, Building D,
661 Newcastle Street, Leederville WA 6007

Telephone: 08 6213 5000

Facsimile: 08 6213 5050



Australia's Contact Centre
of the Year 2010 (0-50fte)
Australia's Contact Centre
of the Year 2010 (50-120fte)

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