

DIRECT APPLIANCE RENTALS TERMS AND CONDITIONS

1 LEASE AGREEMENT

- 1.1 We agree to lease the Goods to you on the terms and conditions set out in this Agreement.
- 1.2 We will not provide you with the Goods if:
 - 1.2.1 you have not provided us with the documents and information we require with your Application;
 - 1.2.2 we assess that the lease will be unsuitable for you; or
 - 1.2.3 in our opinion, the information that you provided in your Application was inaccurate, incomplete or was misleading or deceptive.
- 1.3 The Agreement commences on the date set out in the Schedule and will run for the Term. If you are in default under this Agreement or we agreed to change the Payment schedule due to hardship, the Term of the agreement may be extended.
- 1.4 We enter into this Agreement through an authorised credit representative as set out in the Schedule. The DAR authorised representative has the same rights as we do under this Agreement in respect of collecting and or receiving Payments, managing the relationship with you and enforcing the Agreement. You must cooperate with the DAR authorised representative at all times.

2 PAYMENT

- 2.1 You must make the Payments to us for the duration of the Term.
- 2.2 Your first Payment is due on or before the First Payment Date.
- 2.3 Subsequent Payments must be paid in advance at the frequency stated in the Schedule.
- 2.4 All Payments must be paid to us by:
 - 2.4.1 Direct debit directly from Centrelink via the Centrepay facility; or
 - 2.4.2 Via direct debit from your bank; or
 - 2.4.3 Via direct deposit into our bank account, quoting your reference number
- 2.5 You must complete and sign the relevant Direct Debit Authority or Centrepay forms.
- 2.6 If you fail to make a Payment by its due date or if the Goods are not able to be collected or returned, we may apply default interest at the rate allowed under the Penalty Interest Rates Act 1983 (Vic) will be payable on any outstanding amounts accruing from the date of default (apply daily using the daily percentage rate) until the Goods are recovered and or the amount owing is paid in full.
- 2.7 You may change the method that you wish to pay the Payments under the Agreement but you must have in place alternative payment method or else you will be in default under this Agreement.

3 THE GOODS

- 3.1 We represent and you acknowledge and agree that we either own the Goods or that we are authorised by the owner of the Goods to enter into this lease agreement. Nothing in this Agreement shall be interpreted to vary the ownership of the leased Goods;
- 3.2 If you have complied with all the terms and conditions of the Agreement, Direct Appliance Rentals may in its sole and unfettered discretion, transfer title of the Goods to you or arrange for the transfer of the Goods to you or a person nominated by you, at the end of the Term
- 3.3 You acknowledge that, subject to the Personal Property Security Act 2009 (PPSA), this Agreement gives rise to a Security Interest (as defined in the PPSA) in the leased Goods. Either the owner of the leased Goods, we, or a person acting under our authority, may register a Security Interest in the leased Goods. You agree to do all things necessary to enable the owner of the leased Goods, us or any person acting under our authority to effectively register the Security Interest and give the necessary notifications of such registration.
- 3.4 You assume the risk of the Goods from the date of delivery of the Goods to you and until the Goods are returned to us.
- 3.5 You must only use the Goods in accordance with their operating instructions as issued by the manufacturer. You must not add or vary the functionality of the Goods unless we consent to it.
- 3.6 If you pay us the Payments on time for the Term, we warrant that you will have possession and enjoyment of the Goods.
- 3.7 The Goods are covered by a manufacturer's warranty. If the Goods are faulty you must advise us of that fact and we will assist you in liaising with the manufacturer in order to repair the Goods. We will deal with the manufacturer directly if the manufacturer refuses to repair the Goods under the warranty. Nothing in this clause shall limit your right under the Australian Competition and Consumer Act 2010 with respect to Goods. To the extent permitted by law, we limit our liability under this Agreement to the resupply or the payment for the resupply of the Goods or the repair or the payment for the repair of the Goods.
- 3.8 If it is determined that the Goods repairs are required because of your action and the warranty cannot be relied upon then you will be liable for the repair of the Goods.
- 3.9 You must maintain possession of the Goods for the Term. If we ask, you must tell us the whereabouts of the Goods. Failure to keep possession of the Goods or telling us the whereabouts of the Goods is a breach of this Agreement.

4 LIABILITY

- 4.1 You must take proper care of the Goods during the Term and keep them in good working condition and in good repair.
- 4.2 You must use, service and maintain the Goods in accordance with the manufacturer's instructions and recommendations.
- 4.3 We will not accept any responsibility for loss, damage, destruction or theft of the Goods during the Term.
- 4.4 You must arrange and keep the Goods insured against loss and all other normally insured risks for their full replacement value during the Term. You must not do, or fail to do, anything which would allow the insurer to refuse or reduce a claim, or enforce, conduct, settle or compromise any claim without our consent. We are entitled to receive any amounts paid by an insurer relating to the Goods. If you receive such amounts, you hold those amounts on trust for us.
- 4.5 You must not without our prior written consent:
 - 4.5.1 Sell, assign, sublet, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Goods; or
 - 4.5.2 Change, alter, deface or conceal the Goods or make any addition to the Goods except as required by this clause;
 - 4.5.3 Allow any pledge, mortgage, encumbrance, charge or lien of any kind to arise or remain on the Goods or any part thereof.
- 4.6 The Hirer will be fully responsible at all times to DAR for any loss of or damage to the Goods however caused, fair wear and tear accepted. Any Goods that are found to be faulty will be replaced or repaired subject to the Goods' manufacturer's warranty, details of which can be provided to the Hirer on request.

5 INDEMNITY

- 5.1 You shall be required to pay any reasonable collection, dishonor/re-presentation charges, collection agency costs or legal fees incurred by us as a consequence of your breach of any part of this Agreement.
- 5.2 You will indemnify us and keep us indemnified in respect of:
 - 5.2.1 Any loss or damage to the Goods; and
 - 5.2.2 Any claim, action, damage, loss, liability, cost, charge, expense or outgoing suffered or incurred by us caused by you and/or any willful, illegal or negligent act or omission by you.

6 DEFAULT

- 6.1 If an event of default occurs, and you are unable to remedy the default within 30 days of receiving a notice of default, we may terminate this Agreement.
- 6.2 You will be in default of this Agreement if:
 - 6.2.1 You do not comply with any of the terms and conditions of this Agreement;
 - 6.2.2 You do not make a Payment by its due date;
 - 6.2.3 We believe on reasonable grounds that you have induced us to enter into this Agreement with you by false misrepresentations, fraud or any other deceptive manner;
 - 6.2.4 The information that you provided us in your Application was inaccurate, incomplete or was misleading or deceptive;
 - 6.2.5 You become bankrupt, insolvent or commit an Act of Bankruptcy;
 - 6.2.6 You cease to have possession of the Goods.
- 6.3 If you are in default and we terminated the Agreement, you must return the Goods to us in good working order. If you do not return the Goods to us, you will remain liable for the lease Payments until the Goods are returned. We may need to gain access to your premises by seeking a court order to repossess the Goods. If that happens, enforcement costs will be added to the outstanding amount under the Agreement.
- 6.4 If we commence an enforcement process against you, you may ask us to postpone the enforcement due to hardship or other reason. You must provide us with all the relevant information to enable us to consider the request. We will consider the request and respond to you within 21 days of your request. We do not have to comply with a request for postponement.
- 6.5 If we agree to postpone the enforcement and or enter into a different Payment schedule, we will issue you with a notice of variation of the Agreement.

7 EARLY TERMINATION

- 7.1 You can terminate this Agreement at any time before the end of the Term by providing us with written notice of your intention to return the Goods. This Agreement is a fixed term agreement. You cannot terminate this Agreement unless you return the Goods to us in working order, fair wear and tear excepted. You may be liable to pay an Early Termination Fee which we will advise you at the relevant time. The fee charged by DAR is determined whether 90 days have elapsed since commencement date, whether there are any cleaning or repair cost to the Goods and whether the Goods are returned to DAR. DAR will charge the fee in accordance with the National Consumer Credit Protection Regulations. Purchase price can be negotiated.

8 CONSEQUENCES OF TERMINATION

- 8.1 If this Lease Agreement is terminated pursuant to clause 6 or 7, you must immediately return the Goods to us in good working condition. You must also pay us the Early Termination Fee as set out in the Schedule. If the Goods are not returned to us in good working order, the Hirer remains liable to us for the full costs of the Goods.
- 8.2 If you fail to return (or make available for collection) the Goods to us in accordance with clause 8.1, or fail to return the Goods in good working condition, subject to your rights under the National Credit Code, we may:
 - 8.2.1 Enter the premises where the Goods are kept and take possession of same; and/or
 - (i) Require you to pay, by way of liquidated damages, the balance of Payments which we would have received but for the termination; plus
 - (ii) The balance of all remaining Payments due under this Agreement; plus

9 STATEMENT OF ACCOUNTS AND CORRECTION OF ERRORS

- 9.1 We will issue to you 2 types of statements. We will issue to you a periodic statement of account not later than 12 months from commencement date of the Agreement. This statement will detail all the Payments and debits to your account and any adjustments made.
- 9.2 We will also issue you an end of lease statement no later than 90 days before the expiry of the Term. This statement will provide you with details concerning the end of the Agreement and what your rights are with respect to the Goods. The statement will also tell you if we are willing to negotiate the sale of the Goods to you and if so what the sale price is.
- 9.3 If you discover any error in a statement of account, you should advise us of the error without delay. We will look to remedy the error at the earliest opportunity and in any event no later than 30 days from the date of your notice.
- 9.4 You may request a statement of account from us at any time and we will issue you with such a statement within 7 days of your request.
- 9.5 You authorise us to complete any blanks or correct any errors in this Rental Agreement or the Schedules provided we subsequently notify you (including but not limited to, leased equipment, serial numbers, model numbers, the Start Date and Payment Date)

10 HARDSHIP

- 10.1 If you are experiencing difficulties in paying the Payments under this Agreement, you should notify us. We will collect relevant information from you in relation to your hardship which you must provide us.
- 10.2 If you are experiencing hardship we may agree;
 - (a) To extend the Term;
 - (b) To reduce the Payments; or
 - (c) To postpone or skip Payments.
- 10.3 If we amend the terms of this Agreement, we will issue you with notice setting out the change to the Agreement. We do not have to agree to a variation of the Agreement on the ground of hardship. We must not amend the Agreement unless we consider that the variation will assist you in meeting your obligations under the Agreement.

11 GENERAL

- 11.1 Our acceptance of any Payments after we become aware of an event of default or an event constituting a repudiation of this Agreement by you will be without prejudice to our exercise of the powers conferred upon us by this Agreement. The acceptance will not operate as an election by us either to exercise or not to exercise any of our rights, powers or privileges under this Agreement.
- 11.2 You cannot assign or transfer your rights or obligations under this Agreement without our express prior written consent.
- 11.3 We may, without your consent, assign, novate or transfer any of its rights and obligations under, or interest in, this Agreement to another person. If this Agreement has been assigned or transferred to a person, a reference to "us", "we" or "our" includes that person. That person may exercise our rights under this Agreement.
- 11.4 A statement in writing signed by a director, secretary or officer of ours stating the amount due or owing by you to us, or any other act, matter or thing arising under this Agreement as at any date set out in that statement will be prima facie evidence of the facts so stated.
- 11.5 If any provision of this Agreement is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. All your obligations under this Agreement will survive the expiry or termination of this Agreement to the extent required for their full observance and performance.
- 11.6 No failure or delay on our part to exercise any power or right under this Agreement will operate as a waiver of that power or right.
- 11.7 You must at your expense do any further act and execute any further document which we may reasonably request in order to protect our title to the Goods and our rights, powers and remedies under this Agreement.
- 11.8 Written notice of changes made to the terms of your lease agreement will be sent to you at the address nominated in writing by you. You expressly authorise us to communicate with you using electronic communication to the address you provided us until you advise us otherwise.
- 11.9 This Agreement is governed by and construed in accordance with the laws of the State of Victoria. You submit to the non-exclusive jurisdiction of the Courts of Victoria.
- 11.10 Any notice under this Agreement must be in writing addressed to the relevant party and sent to the address marked in the Schedule. Any communication to us as lessor should be given to the DAR authorised representative as set out in the Schedule. You may send us notices or communication to our St Kilda address but we will, at first, ask the DAR authorised representative to communicate with you and resolve the issue. If the issue is not resolved, we may intervene and resolve the issue.
- 11.11 Base Price of the Goods

We calculate the Base Price of the Goods relying on the lesser of the Recommended Retail Price of the Goods as published by the manufacturer of the Goods (if any), the price we paid for the Goods and the price charged for the Goods in the retail market.

12 PRIVACY

- 12.1 You acknowledge and agree that we may disclose your personal information to third parties in connection with this Agreement, including credit reporting agencies.
- 12.2 We are committed to protecting your personal information. Our Privacy Policy describes how we keep this commitment and how we comply with the National Privacy Principles. Our Privacy Policy is available on our website and on request.

13 DEFINITIONS AND INTERPRETATION

- 13.1 In these terms and conditions unless the contrary intention appears the following terms shall have the following meanings:

Act of Bankruptcy has the same meaning as in section 40 of the *Bankruptcy Act 1966*;

Agreement means the lease between us and you and includes the terms and conditions, the Schedules and the direct debit authority form;

Application includes your lease application form, accompanying verification documents and any additional information or documents provided to us;

Commencement Day is set out in the Schedule;

Early Termination Fee is set out in the Schedule

First Payment Date is set out in the Schedule;

Goods are described the in the Schedule;

Payment is set out in the Schedule;

Schedule means a document under this name which forms part of this Agreement.

Term is set out in the Schedule;

We, us, our means Direct Appliance Rentals Pty Ltd (ACN 098 305 714) of PO Box 6223 St Kilda Central VIC 8008 acting through its authorised representative as set out in the Schedule;

You, your and yours means the person set out the Schedule, being the hirer under this Agreement.