



Rental Agreement

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Rental Agreement

FINRENT PTY LIMITED (ACN 103 796 201) as trustee for THE FINRENT UNIT TRUST (ABN 40 389 557 981) **ABN 40 389 557 981** (“we” or “us” or “our” or “Owner”) of G / 1James Pl, North Sydney NSW 2060 agrees to rent to the customer named in the Schedule below (“you” or “Customer” or “Renter”) the equipment described in the Schedule (the “Equipment”), and you agree to rent the Equipment from us, on the terms and conditions set out in this document and any Special Conditions attached to this document. This document will not bind us until it is signed by our authorised officer, or we have paid for the Equipment (whichever is the earlier to occur), at which time a contract will arise without the need for us to give you any further notice.

Tax Invoice/Schedule

Renter			
Application No.:		Account No.:	
Customer (“you”) Name, Address & ACN / ABN			
Name:		ACN / ABN:	
Address:			
Contact Name:		PH:	Email:
Address where Equipment is to be installed: (If different from above location)			
Equipment			
Select one: <input type="checkbox"/> Equipment supplied is brand new <input type="checkbox"/> Other:			
QTY	Model	Description	Serial Nos:
Rental Instalments			
Instalment per Billing Period	\$	GST per Instalment \$	Total Rental Instalment \$
Term			
Term: The period commencing on the Commencement Date and ending on expiration of _____ months from the Commencement Date.			Billing Period: Monthly
Information			
Business Type / Occupation:			
Years Established:	Bankers:	Insurance: Policy	
If an individual: legal name of individual in full (if not specified above):			
Any other names the individual may be known by:			Date of Birth:
Residential Address:		State:	Postcode:
Trust			
If a Trust: Trust type(Circle one): Discretionary / Unit / Other		Country of Establishment:	Trust Business / Purpose:
Names / Classes of all beneficiaries of Trust:			
Trustee Individual? (circle one): Yes / No – if yes, complete section above headed “if individual” for trustee:			
Partnership			
If a partnership: if a regulated partnership, name of professional association:			Country of Establishment:
If not a regulated partnership, name and residential address of each partner:			
Customer’s Signature			
By signing below, the Customer warrants having received and read the terms and conditions of this document			Date...../...../.....
Full Name	Position	Signature	Witness
		X	X
		X	X
Guarantor’s Signature			
By signing below, the Guarantor warrants having received and read the terms and conditions of this document			Date...../...../.....
Full Name	Position	Signature	Witness
		X	X
Residential Address:			
		X	X
Residential Address:			
We hereby accept this offer this _____ day of _____ 20_____ Authorised Officer: _____			

KEY TERMS OF YOUR RENTAL AGREEMENT

1. **About this document** The aim of this document is to help you (**Renter**) understand the key terms of your rental agreement with us (**Finrent**). It does **not** contain all of the terms and conditions of your arrangement with us. It helps you to identify key terms of your arrangement but is not intended to be the arrangement with us. You are the Renter of the Equipment, we are the Owner of the Equipment.
2. **Enter into rental agreement** By signing this Rental Agreement, you offer to rent the Equipment on the terms and conditions of this Rental Agreement. If we accept your offer, the Rental Agreement applies to your transaction.
3. **Ownership and accept delivery of equipment** When we agree to accept your offer to rent the Equipment, we buy the Equipment at your request and we obtain title to the Equipment (refer clause 1.1). You are responsible for delivery and installation of the Equipment (refer clause 2.1). Our only responsibility is to pay the supplier for the Equipment. You are responsible for the use and care of the Equipment (refer clause 4.1).
4. **Payments** You must pay us the agreed Rent Instalments when due (refer clause 9.1, the Tax Invoice/Schedule and clause 27 for the meaning of **Payment Dates**). The Termination Value may be payable on expiry or early termination of the Rental Agreement (refer clause 15.4 and clause 27 which sets out the **Termination Value**). Other amounts may be payable under the Rental Agreement, including fees, taxes, charges (refer clause 9.2). You must compensate us for any loss we reasonably suffer, and all costs, charges, taxes, penalties, levies and expenses that we incur as a result of your breach of this Agreement (refer clause 16). This indemnity does not apply to the extent that we, our employees, agents, contractors or appointed receivers have acted negligently, fraudulently, mistakenly or have engaged in wilful misconduct in respect of the breach
5. **Return of equipment** You are required to return the Equipment at the end of the Term (refer clause 11). If you do not return the Equipment as required, your obligations under the Rental Agreement continue until you do return the Equipment in accordance with the Rental Agreement. This means, among other things, that you must continue to pay the Rent Instalments (refer clause 10). If you have not returned the Equipment in accordance with the Rental Agreement, you must give us 14 days' notice after the end of the Term of your intention to deliver the Equipment.
6. **Insurance of the Equipment** You must keep the Equipment insured for full Replacement Value and the insurance must note our interest (refer clause 5).
7. **Dealing with the Equipment** You must not sell, give another person an interest in, or dispose of the Equipment, without our consent (refer clause 1.2). We have a security interest in the Equipment, and may register our interest on the Personal Property Securities Register. You must notify the Owner as soon as possible if any Equipment is lost, stolen, destroyed, confiscated or damaged to such an extent that repair of the Equipment would be impractical or uneconomic (refer clause 7.1).
8. **Events of Default** An Event of Default will occur if you do not pay an amount when due. It is also an Event of Default if you do not comply with your obligations in relation to the use and care of the Equipment (refer clause 4), the insurance of the Equipment (refer clause 5) and your obligations when the Equipment is damaged (clause 7), the return of the Equipment (refer clause 11). An Event of Default will also occur if there is a change in your ownership, you fail to remain solvent or you have given us information that is materially incorrect or misleading (refer clause 15.1 generally). Where defaults can be remedied we will give you a 30 day remedy period (refer clause 15.1) although this period may be reduced in certain circumstances (refer clause 15.2). We can terminate the Rental Agreement if any Event of Default occurs and where we have given you notice to remedy the default you have failed to do so. If we are not required to give you a notice to remedy the default, we can terminate the Rental Agreement without further notice. If we terminate the Rental Agreement you must return the Equipment to us and pay us the Termination Value to compensate us for our loss (refer clause 15.4).
9. **Limit of our liability** You release us from liability for any loss or damage that you suffer in relation to the possession, operation, control or use of the Equipment, including injury to any person, or any damage to, or loss or destruction of, property, except to the extent that loss or damage is caused by us or our employees, contractors or agents (Refer clause 17.1). Our liability may be limited, at our option, to the amount of the liability the supplier or manufacturer of the Equipment has to us, unless we are unable to recover that amount, in which case it is limited to either replacing the relevant Equipment with the same or similar Equipment, or paying the cost of replacing the relevant Equipment or repairing the relevant Equipment, or paying for its repair (refer clause 17.3). We are not liable for indirect or consequential losses or other loss or damage which is Excluded Loss (refer clause 17.4 generally and clause 27.1 for the meaning of **Excluded Loss**).
10. **Where can you find out more?** Your contract has been provided to you and you should read it before signing anything. Please ask your us, your accountant or lawyer about anything you do not understand

Between FINRENT PTY LIMITED (ACN 103 796 201) as trustee for THE FINRENT UNIT TRUST (ABN 40 389 557 981) ABN 40 389 557 981 (“we”, “us”, “our” or “Owner”) of G / 1 James Pl, North Sydney NSW 2060 and “Renter” and “Guarantor” as described in the Schedule

AGREEMENT By signing this Rental Agreement, the Renter offers to rent the Equipment on the terms and conditions of this Rental Agreement. The Owner may accept the Renter’s offer by signing this Rental Agreement or the purchasing the Equipment.

1. OWNERSHIP OF THE EQUIPMENT

1.1 The Equipment remains the property of the Owner at all times and the Renter only has a right to use it. **1.2** The Renter must protect the interests of the Owner in the Equipment and this Rental Agreement, and must not do anything inconsistent with those interests, including attempting to sell or dispose, grant any interest or Encumbrance, part possession with, or place any plates, stickers or marks on, the Equipment or this Rental Agreement. However, the Renter must put plates, stickers or marks on the Equipment that state that the Owner owns it if requested by the Owner. The Renter must not remove or change, or allow any person to remove or change, that plate, sticker or mark unless the Owner agrees (acting reasonably). **1.3** The Owner may, without the need to give the Renter notice or obtain the Renter’s consent, transfer the Equipment or its interest in this Rental Agreement to a related body corporate (as that term is used in the *Corporations Act 2001* (Cth)) of the Owner, or assign, novate, grant an Encumbrance over or any participation in rights, or otherwise create any trust or rights in respect of this Rental Agreement or the Equipment or the Owner’s rights under this Rental Agreement pursuant to any securitisation, funding or similar arrangements. The Owner may otherwise assign, grant an Encumbrance over or deal with the Equipment or the Owner’s rights under this Rental Agreement but will obtain the Renter’s consent if any such dealing may be materially detrimental to the Renter. **1.4** The Renter may not transfer or assign any right or interest under this Rental Agreement without the prior express written consent of the Owner (which will not be unreasonably withheld).

2. DELIVERY, ACCEPTANCE, INSTALLATION AND RELOCATION

2.1. The Renter must, and it is its responsibility to, obtain the Equipment, arrange for it to be delivered and installed and ensure that it is in Good Working Order and Condition. The Owner has purchased the Equipment from a supplier of the Equipment and the Renter agrees that the delivery, installation or set up of the Equipment, which must be arranged between the Renter and the supplier. **2.2** The Renter must not attach the Equipment to any land or property. If the Equipment is affixed to land, it does not become a fixture and can be removed by the Owner at the expense of the Renter. If the normal use of the Equipment may require it to become a fixture or an accession then the Renter may request the Owner’s consent which will not be unreasonably withheld, subject to any conditions reasonably necessary to protect the Owner’s interest as a secured party under its security interests in the Equipment. **2.3** The Renter must notify the Owner in writing of the location where the Equipment is to be first installed under this Rental Agreement. Before the Renter may move any Equipment to a new location, the Renter must obtain the prior written consent of the Owner (which will not be unreasonably withheld). **2.4** The Renter must obtain all documents and records, including installation and deinstallation certificates, in order to keep the Equipment in Good Working Order and Condition.

3. SOFTWARE AND OTHER RIGHTS

3.1 The Renter must ensure that it has all necessary rights to use the Equipment (including software licences, if applicable). **3.2** If the Equipment includes software, or where software forms part of the subject matter of the Schedule, or where software is used or intended to be used with any Equipment, the Renter, to the extent permitted by law: **(a)** acknowledges that the Owner has told the Renter through this provision that it has no expertise in, and has not authorised anyone on its behalf to make any

representation or warranty, express or implied, concerning any software which is intended or required to be used with the Equipment, including, without limitation, any warranty as to the merchantability, fitness for any purpose or the Owner’s title to or ability to grant any rights to the Renter for that software; **(b)** acknowledges that the Owner did not select, manufacture, distribute or license the software and the Renter has made the selection of such software based upon its own judgment; **(c)** agrees that the Renter’s obligations under this Rental Agreement are separate and completely independent of the delivery, performance or quality of the software and of any agreement or contract the Renter may have with any other person whatsoever including, without limitation, in respect of any licence, services or maintenance in connection with that software; **(d)** agrees that unless this is prohibited by any law and in addition to the Renter’s obligation under clause 9.3 below, the Renter may not refuse to make a payment under this Rental Agreement because its right to use the software is defective for any reason, or the software is defective in any respect, or a breach occurs of any agreement or contract the Renter may have with any person whatsoever or of the obligations or undertakings of any person to perform any obligation or provide any service or maintenance in connection with that software; **(e)** acknowledges that no separate licence fee is payable to the Owner in relation to that software. **3.3** Without derogating from clause 9.3, in the event of any breach or default under any licence or service agreement in relation to the Equipment, other than in respect of which the Owner is liable to the Renter or to the extent such breach or default is caused by the Owner or any contractor or agent engaged by the Owner in connection with that licence or service agreement, the Renter shall remain absolutely and unconditionally obligated to pay the Rent Instalments and all other payments under this Rental Agreement when due in accordance with this Rental Agreement and the Renter’s obligations under this Rental Agreement shall continue notwithstanding the repossession, loss, damage, loss of right to use or non-performance of the software, any Equipment, or any services in connection with the software or any Equipment.

4. USE AND CARE OF THE EQUIPMENT

4.1 The Renter must: **(a)** keep the Equipment in Good Working Order and Condition; **(b)** only use the Equipment in its business operations, and for the purpose for which the Equipment was designed; **(c)** ensure that the Equipment is used and serviced and maintained at its own cost, in accordance with the supplier’s or manufacturer’s instructions, recommendations and specifications, any warranties in respect of the Equipment, and any requirements reasonably specified by the Owner or an insurer of the Equipment; **(d)** comply at its own cost with any laws relating to the use, operation, maintenance and possession of the Equipment, including obtaining and maintaining any necessary licences, permits or registration; **(e)** avail itself of all applicable warranties in respect of the Equipment, to the extent it is entitled to do so, so that any damage is repaired or Damaged Equipment (as that term is defined in clause 7.3 of this Rental Agreement) is replaced to the fullest extent possible; and **(f)** use the Equipment solely or predominantly in the location of Equipment as set out in the Schedule. **4.2** Any part of the Equipment that is replaced, altered or any addition to any accessories, tools or other goods supplied with, installed in, or attached to, the Equipment (including, without limitation, any tyres) will be deemed to become part of the Equipment and the property of the Owner. The Renter must ensure that any such part is free of any security interests (other than a security interest in the Owner’s favour) before they are installed on or attached to the Equipment.

5. INSURANCE

5.1 The Renter must, at all times, adequately insure, with a reputable and solvent insurer, against public liability for bodily injury or damage to property arising in connection with the Equipment. The Owner acting reasonably may require the Renter to insure up to a specified amount or the amount that the Owner has paid for the Equipment. If the Renter

requests, the Owner will promptly notify the Renter of the amount paid the Owner for the Equipment. **5.2** The Renter must, at all times, insure against loss, theft, destruction or confiscation of, or damage to the Equipment up to the Replacement Value of the Equipment. **5.3** Any insurance effected by the Renter must be satisfactory to the Owner, acting reasonably, and note the interest of the Owner as owner of the Equipment. **5.4** The Renter must produce to the Owner promptly on demand proof of the currency of such insurances and must ensure nothing is done or occurs which might prejudice or invalidate those insurances. **5.5** The Owner at its discretion and acting reasonably, may at any time, effect any such insurances in the Owner’s own name and on the Owner’s own behalf, in which case the Owner may include that reasonable cost in the acquisition cost of the Equipment or the Renter must reimburse the Owner promptly on demand for that cost. **5.6** The Owner is entitled to receive all moneys payable under any relevant insurance or by any other person in respect of damage to, or loss of, the Equipment, up to the Termination Value, and the Renter irrevocably appoints the Owner and each of its authorised representatives, as the Renter’s attorney to recover or compromise in their respective names any claim for loss or damage under any of the abovementioned insurances, and to give effectual releases and receipts. The Owner will apply such moneys (a) towards repair and/or restoration of the Equipment (if the Owner reasonably considers it practical to do so and the Renter is not in default under this Rental Agreement). If the Owner applies the money in this way but it is not sufficient to complete the repair or restoration, the Renter must pay any additional amount required to repair or restore the Equipment to the condition which the Renter was required to keep it under this Rental Agreement; or (b) where the Renter is in default under this Rental Agreement or the Equipment cannot reasonably be repaired, in reduction of any amount payable by the Renter under this Rental Agreement.

6. ACCESS TO THE EQUIPMENT

The Renter must allow the Owner or its representative to enter any place upon reasonable notice where any Equipment is located to inspect the condition of the Equipment, ensure that the terms of this Rental Agreement are being complied with, or exercise any of the Owner’s rights under this Rental Agreement.

7. LOSS OR DAMAGE TO THE EQUIPMENT

7.1 The Renter must notify the Owner as soon as possible if any Equipment is lost, stolen, destroyed, confiscated or damaged to such an extent that repair of the Equipment would be impractical or uneconomic (the “Affected Equipment”). **7.2** If any of the things in clause 7.1 occur, the Renter must replace the Affected Equipment within 20 Business Days with like goods approved by the Owner (acting reasonably and such approval not to be unreasonably withheld) which have at least the same relative specifications as at the time the Equipment became Affected Equipment which will then be the subject of this Rental Agreement. Any goods which replace the Affected Equipment will be deemed to become part of the Equipment and the property of the Owner. **7.3** If the Equipment is damaged and can be repaired (the “Damaged Equipment”), the Renter must within 20 Business Days restore the Equipment to Good Working Order and Condition. **7.4** Where the Renter has not complied with clauses 7.2 or 7.3: **(a)** the Owner is entitled to receive all amounts which are payable by an insurer or other person as a result of an event in clauses 7.1 or 7.3 occurring. If the Renter receives those amounts, it holds them on trust for the Owner; and **(b)** where the cost reasonably incurred by the Owner for the replacement of the Affected Equipment, or for the repair and restoration of the Damaged Equipment, is or will be in excess of any amounts received by, or held on trust for, the Owner pursuant to clause 7.4(a), the Renter must pay that difference to the Owner upon demand by the Owner. **7.5** Where the Renter complies with clause 7.2 or 7.3, the Owner will reimburse the Renter from the proceeds of any insurance received by the Owner for any amounts incurred by the Renter in replacing or

reinstating the Equipment, provided that the Renter is not otherwise in default of this Rental Agreement in which case the Owner's obligation to reimburse the Renter will be reduced by the amount owed or amount of loss reasonably attributable to the default.

8. TERM

This Rental Agreement commences on the Commencement Date.

9. RENT AND OTHER PAYMENTS

9.1 The Renter must pay to the Owner the Rent Instalment on the Payment Date in each Billing Period for the duration of the Term and any continued possession of the Equipment under this Rental Agreement. The Renter must execute in favour of the Owner an automatic payment authority for payments under this Rental Agreement, unless otherwise agreed in writing by the Owner, and if at any time the Owner is not able to direct debit amounts payable under this Rental Agreement due to the Renter revoking the automatic payment authority or otherwise giving contrary instructions to its bank, the Owner may charge, and the Renter shall pay to the Owner on demand, the Owner's reasonable current payment handling fee plus GST. **9.2** The Renter must also pay, if the Owner requests, any current, new or increased statutory duties (including stamp duty), fees, taxes or charges payable in connection with this Rental Agreement or the Equipment. **9.3** WITHOUT DEROGATING FROM CLAUSE 3.3, IN ADDITION TO THE RENTER'S OBLIGATION UNDER CLAUSE 3.1(C) ABOVE, IF THE OWNER HAS ASSIGNED THIS RENTAL AGREEMENT OR ANY OF ITS RIGHTS UNDER THIS RENTAL AGREEMENT (EQUITABLY OR LEGALLY) OR GRANTED SECURITY OVER THIS RENTAL AGREEMENT OR ANY OF ITS RIGHTS UNDER THIS RENTAL AGREEMENT, IRRESPECTIVE OF WHETHER NOTICE OF SUCH ASSIGNMENT OR SECURITY HAS BEEN GIVEN TO THE RENTER, AS PART OF, OR TO ASSIST WITH, THE OWNER'S FUNDING OF THIS RENTAL AGREEMENT OR SIMILAR AGREEMENTS OR RAISING FUNDING FOR THE OWNER'S BUSINESS GENERALLY, INCLUDING BY WAY OF SECURITISATION, THE RENTER'S OBLIGATIONS TO MAKE ANY PAYMENTS UNDER THIS RENTAL AGREEMENT ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT AFFECTED OR REDUCED BY ANY SET OFF, COUNTERCLAIM OR DEDUCTION WHATSOEVER. UPON THE RENTER'S REQUEST, THE OWNER WILL INDICATE WHETHER THERE HAS BEEN AN ASSIGNMENT OF THE NATURE REFERRED TO IN THIS CLAUSE 9.3. **9.4** If the Renter fails to pay any or all of an amount payable under this Rental Agreement as and when such amount becomes due and payable (the "Overdue Amount"), the Owner may charge, and the Renter must pay to the Owner on demand, interest calculated daily on any Overdue Amount at the aggregate of the Implicit Lease Rate (which shall be notified to the Renter upon request in accordance with clause 18.4) plus 3.0% per annum. **9.5** If any Overdue Amount and any interest calculated on that amount is not paid by the Renter before the beginning of the next Billing Period, the Overdue Amount and any such interest will be added to the amount the Renter must pay to the Owner on the first day of that next Billing Period. The Renter will then be liable to pay, on demand, interest under clause 9.4 on the total amount. **9.6** The Renter agrees that amounts received by the Owner under this Rental Agreement shall be applied in the following order: (i) payment of any tax or duty; (ii) payment of any Overdue Amount; (iii) payment of any Rent Instalment; (iv) payment of any other amount owing by the Renter to the Owner under this Rental Agreement.

10. END OF THE TERM

10.1 If the Renter does not return the Equipment in accordance with clause 11.1 at the expiry of the Term, and the Owner has not terminated this Rental Agreement or exercised its right to repossess the Equipment, the Renter's continued possession of the Equipment will be at the same rent (pro-rated where applicable) and upon the other terms of this Rental Agreement. Without relieving the Renter of its obligation to return the Equipment or otherwise limiting the Renter's obligations, the Renter must continue to pay the Rental Instalments on each Payment Date. These obligations will continue until the Renter gives the Owner at least 14 days' prior written notice of its intention to deliver up the Equipment to the Owner and delivers the Equipment

to the Owner at the Renter's expense in the manner required under Clause 11.1. The Owner will pay or credit the Renter a pro-rata rebate in respect of any period after these obligations end for which a Rental Instalment has been paid in advance. This clause does not affect the Renter's obligation to return the Equipment on the day that this Rental Agreement terminates or expires.

11. RETURN OF THE EQUIPMENT

11.1 At the end of the Term, or on any earlier termination, the Renter must: (a) at its own expense (including all transport, insurance and related costs), deliver all, but not less than all, of the Equipment to the Owner or any person nominated by the Owner in Good Working Order and Condition to a place nominated by the Owner; and (b) give and transfer all certificates of registration or warranty relating to the Equipment, operating systems and other software licences (and a signed transfer of those certificates, warranties and software), original media and manuals to the Owner or any person nominated by the Owner. **11.2** If the Equipment is returned to the Owner but not in accordance with clause 11.1, then the Renter must pay to the Owner an amount which reflects the Reduction in Value of the Equipment (including, without limitation, an amount reflecting the cost of the repair and restoration of the Equipment to Good Working Order and Condition) as reasonably determined by the Owner. **11.3** If the Equipment is returned following the Owner's early termination of this Rental Agreement under clause 15.3 of this Rental Agreement, then the Owner must use its reasonable endeavours to mitigate its loss and pay or credit the Renter with the amount mitigated. The Owner must, within a reasonable period of time of being asked by the Renter to do so, provide particulars of its calculation of the amount mitigated.

12. REPORTING

The Renter must give to the Owner, on reasonable request, information concerning its financial position or any Equipment or insurance relating to any Equipment.

13. CHANGE IN CONTROL

The Renter must ensure that no change occurs and the Renter represents to the Owner at the date of this Rental Agreement and on each Payment Date that no such change has occurred in the ownership or control of the Renter without the prior written consent of the Owner (such consent not to be unreasonably withheld).

14. SOLVENCY

The Renter must ensure that it remains solvent and the Renter represents to the Owner at the date of this Rental Agreement and on each Payment Date that it is not Insolvent.

15. EVENT OF DEFAULT

15.1 It is an Event of Default if the Owner notifies the Renter in writing that any of the following breaches of this Rental Agreement or other matters has occurred and, in addition, for breaches of this Rental Agreement or other matters that it is possible for the Renter to remedy, the Renter has failed to remedy the breach or other matter within 30 days of the Owner's notification: (a) the Renter does not pay any amount when due under this Rental Agreement; (b) the Renter does not comply with clauses 1.2, 1.4, 4, 5, 7, 11, 13 and 14 under this Rental Agreement; (c) the Renter does or causes to be done or permit or suffer any act or thing likely to endanger or prejudice the Owner's rights and interests in or to the Equipment, including the Owner's rights of repossession; (d) the Renter has made a statement, representation or warranty in relation to this Rental Agreement which is untrue or misleading (including by omission) in any material respect; or (e) an event of default occurs under another rental agreement the Renter has with the Owner that is substantially the same as an Event of Default under this Rental Agreement. **15.2** If an Event of Default occurs: (a) the Owner will notify the Renter in writing and allow the Renter at least 30 days to remedy the Event of Default, if the Event of Default is able to be remedied. If the Event of Default relates to a non-monetary default, the Owner can reduce the notice period, if it is reasonable for the Owner to manage a material and immediate risk relating to the nature of the Event of Default, the Renter's circumstances or the value of the Equipment; and (b) In the case of the breaches or other matters set out in clauses 15.1(b) – (e), the

Owner will only act on the Event of Default if the Event of Default is by its nature material, or in the Owner's reasonable opinion, the Event of Default has or is likely to have a material impact on the Renter's performance of obligations under this Rental Agreement, the Owner's security risk, its legal or reputational risk in the case of matters referred to in clause 15.1(d), or its ability to assess any of these. **15.3** Subject to clause 15.2, the Renter will repudiate this Rental Agreement, and the Owner may terminate this Rental Agreement by notice to the Renter and enforce its security interest (including by repossessing the Equipment, which repossession will itself terminate this Rental Agreement if no prior notice of termination is given) if an Event of Default occurs. **15.4** If the Owner gives the Renter a notice of termination of this Rental Agreement, the Renter must: (a) return all the Equipment the subject of this Rental Agreement to the Owner in accordance with clause 11; and (b) pay to the Owner: (i) an amount that reflects the Owner's reasonable loss as a result of the early termination of this Rental Agreement, being the Termination Value of the Equipment calculated as at the day the Owner gives the notice of termination; and (ii) any other amounts payable by the Renter under clause 16.1. For the avoidance of doubt, the Owner is not entitled to recover an amount under clause 16.1 in respect of which the Owner's loss is in substance indemnified under clause 15.4(b). **15.5** If the Owner has materially breached this Rental Agreement and does not rectify that breach within 30 days of receiving written notice from the Renter setting out details of the Owner's breach, the Renter may terminate this Rental Agreement on notice to the Owner. The Renter must comply with its obligations under clause 11.1 on termination of this Rental Agreement by the Renter. The Owner agrees to pay the Renter's reasonable costs and expenses in connection with any valid termination of this Rental Agreement by the Renter under this clause 15.5. If the Renter terminates under this clause 15.5, the Renter must pay to the Owner an amount being the sum of: (a) all Rent Instalments and other amounts due but unpaid under this Rental Agreement; and (b) an amount that reflects the Owner's reasonable loss as a result of the early termination of this Rental Agreement, being the amount of all Rent Instalments which are still to fall due, or which would, but for termination, have become due under this Rental Agreement and are attributed to that Equipment, discounted to their present value by using the Present Value formula, except that the Implicit Lease Rate is used rather than the Discount Rate. **15.6** For the avoidance of doubt, if the Renter terminates under clause 15.5, the Renter will not be required to pay any further Rent Instalments other than to the extent this is reflected in the Renter's obligations under clause 15.5(b). **16. INDEMNITIES**

16.1 Without prejudice to any other right the Owner has under this Rental Agreement, but subject to clause 16.2, the Renter must compensate the Owner upon demand (and without any set-off, deduction or withholding) for any loss the Owner or its financier reasonably suffers and all reasonable costs (including reasonable legal costs but excluding (1) indirect cost, loss and expenses and (2) any liability, cost, loss or expense to the extent due to the fraud, wilful misconduct, mistake or negligence of the Owner, the financier or their respective employees, contractors, agents or appointed receivers), reasonable charges, taxes, penalties, levies and expenses (including on account of funds borrowed, contracted for or used to fund any amount payable by the Owner or financier in connection with the purchase of any Equipment under this Rental Agreement) the Owner reasonably incurs as a direct result of: (a) where, as a consequence of the Renter breaching an obligation under this Rental Agreement, the Owner reasonably exercises a right under this Rental Agreement or does something the Renter should have done under this Rental Agreement; (b) in breach of this Rental Agreement, the Equipment being located in any country other than Australia or located in a jurisdiction other than that approved in accordance with clause 2; (c) a person being injured or killed or property being damaged directly or indirectly by the Equipment or its use, design, or operation; (d) a claim by any person that the Equipment or its use by any

person infringes another person's trademark, copyright, patent or other intellectual property right; (e) where, as a consequence of the Renter breaching an obligation under this Rental Agreement, the Owner or its agent takes any reasonable enforcement, recovery or preservation action against the Renter or any Guarantor, repossessing, or attempting to repossess, the Equipment, or deleting any data or software stored in the Equipment; (f) any failure by the Renter to observe its obligations under this Rental Agreement; or (g) in breach of the Renter's obligations under this Rental Agreement, the Equipment not being maintained in Good Working Order and Condition. 16.2 Each indemnity is a continuing obligation, separate and independent from the Renter's other obligations. Each indemnity continues after this Rental Agreement ends or is terminated and it is not necessary for the Owner to incur an expense or cost or make a payment before it enforces a right of indemnity. However, for the avoidance of doubt, the Owner is not entitled to recover an amount under clause 16.1 in respect of which the Owner's loss is in substance compensated under clause 15.4.

17. EXCLUSION OF LIABILITY

17.1 The Renter releases the Owner from liability for any loss or damage that the Renter suffers due to anything relating to the possession, operation, control or use of the Equipment, including injury to any person, or any damage to, or loss or destruction of, property, except to the extent that loss or damage is caused by the Owner, its employees, contractors or agents. 17.2 Notwithstanding clause 17.1, nothing in this Rental Agreement is intended to exclude, restrict or modify any obligation of the Owner if that cannot be lawfully excluded. 17.3 To the full extent permitted by law, the Owner's liability in connection with this Rental Agreement or any Equipment (including for breach of a condition, warranty or guarantee that applies in relation to or is implied or stipulated into this Rental Agreement by law) is limited (at its option) to the liability the supplier or manufacturer of the Equipment has to the Owner, unless the Owner is unable to recover that amount, in which case the Owner's liability is limited to either replacing the relevant Equipment with the same or similar Equipment, or paying the cost of replacing the relevant Equipment; or repairing the relevant Equipment or paying for its repair. At the Renter's request, the Owner will provide the Renter with a copy of the supplier's or manufacturer's (as applicable) terms relating to the Equipment. 17.4 To the full extent permitted by any applicable State, Territory or Commonwealth law and subject to clause 17.3, any party's liability in damages and/or under an indemnity in connection with this Rental Agreement shall not include liability for any Excluded Loss. 17.5 If the supplier or manufacturer of the Equipment or software has given the Owner warranties that are not given to the Renter by the Owner, then, at the Owner's discretion (acting reasonably), the Owner will either: (a) seek to ensure that the Owner pursues those warranty claims against the supplier or manufacturer for the benefit of the Renter, and the Renter indemnifies the Owner in respect of the Owner's reasonable costs of pursuing such claims; or (b) assign the warranties to the Renter and the Renter must diligently pursue such warranty claims and, to the full extent permitted by law, the Renter has no claim against the Owner in relation to matters that relate to the warranty until the warranty claim has been resolved on a final basis.

18. ACKNOWLEDGMENTS AND WARRANTIES

18.1 The Renter: (a) acknowledges that the Owner has told the Renter by including this acknowledgement, agreement and warranty that it does not have any expertise in, and has not authorised anyone on its behalf to make any representation, warranty or undertaking in relation to: (i) the taxation, accounting and financial consequences of entering into this Rental Agreement, and has not relied on the Owner in relation to any of these matters; (ii) the Equipment's compliance with its description, its condition, suitability and fitness for the Renter's purposes, safety, its proper installation and deinstallation, and the validity of any supplier's, manufacturer's or dealer's warranties or guarantees and entitlements to patents or other intellectual property rights; or (iii) the particular purpose for

which the Equipment is required; (b) agrees that the Owner is entitled, acting reasonably, to insert dates and such other information into this Rental Agreement where no date or such information has been inserted by the Renter; (c) agrees that the Owner may (but is not obliged to) do anything which should have been done by the Renter under this Rental Agreement but which the Owner considers the Renter has not done properly. 18.2 Each person executing this Rental Agreement on behalf of the Renter or any Guarantor declares in its own capacity on the date of execution that it has in full force and effect the authorisations necessary to execute this Rental Agreement for and on behalf of the Renter or Guarantor on whose behalf it is signing and bind the Renter or Guarantor (as applicable) to this Rental Agreement. 18.3 The Renter and Guarantor each acknowledge and agree that the Owner has entered into this Rental Agreement in reliance on the Renter's and Guarantor's acknowledgements and warranties contained in this Rental Agreement. 18.4 The Owner agrees to provide the amount of the Implicit Lease Rate upon request by the Renter.

19. CAPACITY AND COMMISSIONS

19.1 The Renter acknowledges and agrees that the Owner may enter into this Rental Agreement as agent for an undisclosed principal. 19.2 The Renter acknowledges and agrees that no third party has been authorised by the Owner to make any representations in respect of or in connection with this Rental Agreement or the Equipment for or on behalf of the Owner, or has been appointed agent of the Owner to administer or deal with the application, this Rental Agreement or any Equipment on behalf of the Owner. 19.3 To the extent permissible by law, the Renter agrees that the Owner may pay commissions, fees or other remuneration to any broker, agent, dealer or other person who introduces the Renter to the Owner or the Owner to the Renter.

20. GUARANTEE & INDEMNITY

20.1 In consideration of the Owner agreeing to enter into this Rental Agreement at the request of the Renter and Guarantor, the Guarantor hereby guarantees to the Owner the due and punctual performance by the Renter of its monetary and other obligations under this Rental Agreement (the "Guaranteed Obligations"). If the Renter does not pay any amount or comply with any other obligation due under this Rental Agreement, the Guarantor must pay that amount, or perform or procure performance of that obligation, within five (5) days of demand by the Owner. 20.2 As a separate and independent obligation, the Guarantor agrees to indemnify the Owner against all reasonable losses, costs, liabilities or damages which the Owner may suffer or sustain as a result of the non-payment of any moneys or the non-performance of any obligations under this Rental Agreement by the Renter, or the whole or any part of this Rental Agreement not being enforceable by the Owner against the Renter or any Guarantor, whenever and as often as such events may occur for any reason whatsoever (including, but without limitation, any right of set-off, counterclaim, deduction, reduction or extinguishment the Renter or Guarantor may have under law, statute or in equity). The indemnity in this clause does not extend to losses, costs, liabilities or damages that occur due to any fraud, wilful misconduct, mistake or negligence of the Owner, its employees, contractors, agents or appointed receivers. 20.3 The obligations of the Guarantor under this guarantee and indemnity are principal obligations imposed upon the Guarantor as principal debtor and the Guarantor acknowledges and agrees that the Owner has the right to make a claim or demand against the Guarantor pursuant to this guarantee and indemnity without having first taken any proceedings against the Renter or any other person. 20.4 This guarantee and indemnity is not to be considered as wholly or partly discharged unless and until all of the Guaranteed Obligations have been satisfied in full. 20.5 This guarantee and indemnity is not impaired or discharged by: (a) any variation (with or without the consent of the Guarantor) whenever made to this Rental Agreement; (b) any breach of any obligation of the Renter under this Rental Agreement with or without the consent or knowledge of the Renter, any Guarantor or the Owner; (c) the granting of time, credit, forbearance, indulgence or

concession to the Renter or to any other Guarantor; (d) any compromise, abandonment, waiver, release, variation or redemption or compounding by the Owner of any of its rights under this Rental Agreement or against any other Guarantor; (e) the unenforceability in whole or in part of this Rental Agreement against the Renter(s); (f) the unenforceability in whole or in part of this guarantee and indemnity against any other Guarantor or that any other Guarantor has not executed this Rental Agreement; (g) the fact that all or any part of the moneys owing by the Renter may not or may cease to be recoverable from the Renter or any other person liable for any reason (other than the same has been fully paid or satisfied); (h) the liquidation, death, insolvency or bankruptcy (as the case may be) of the Renter or any Guarantor; (i) the avoidance for any reason by statute or otherwise of any payment by or on behalf of the Renter or any Guarantor; (j) the transfer or assignment of the benefit of this Rental Agreement to any person or corporation; (k) the Renter being under any legal disability; or (l) any other matter or thing which but for this provision could or might operate to abrogate the effect of the provisions of this guarantee and indemnity. 20.6 If there are two or more Guarantors then the obligations under this guarantee and indemnity bind them jointly and each of them severally. A reference to Guarantor means all Guarantors, any 2 or more and each of them. 20.7 Each Guarantor represents and warrants to the Owner that it is to the Guarantor's commercial benefit that it enters into the Guarantee and Indemnity. 20.8 The Owner agrees to use reasonable endeavours to give the Guarantor notice if it intends to commence any proceedings against the Renter or take steps to recover possession of the Equipment and will obtain the consent of the Guarantor if it intends to release any guarantee or security it holds from any person in connection with the obligations of the Renter under this Rental Agreement (provided that the Owner will not be required to obtain such consent from any defaulted Guarantor, or if the Owner reasonably determines that the circumstances render it inappropriate or impractical to obtain such consent).

21. TRUSTS

21.1 The provisions of this clause apply if the Renter or the Guarantor is the trustee of a trust. 21.2 For the purposes of this clause every reference to "Trustee" is a reference to each person who has entered into this Rental Agreement whether as Renter or Guarantor who is the trustee of a trust. Every reference to "Trust" is a reference to each of such trusts of which that person is the trustee. 21.3 Each Trustee enters into this Rental Agreement both in its personal capacity and as trustee of the Trust. 21.4 The Trustee warrants to the Owner that: (a) it has full, complete, valid and unfettered authority and power to enter into and comply with this Rental Agreement and that entering into this Rental Agreement by the Trustee is in the due and proper administration of the Trust and is for the benefit of the beneficiaries of the Trust and does not constitute a conflict of interest or duty or breach of trust; (b) the performance by the Trustee of its obligations under this Rental Agreement as Renter or Guarantor (as the case may be) has been duly authorised in accordance with the terms of the Trust; (c) it has a right to be fully indemnified, and no limitation or restriction exists in respect of the Trustee's rights to be indemnified, from the Trust assets in respect of the obligations incurred by the Trustee under this Rental Agreement as Renter or Guarantor and the Trust Fund is sufficient to satisfy that right of indemnity and all other indemnified obligations of the Trustee; and (d) it is the sole trustee of the Trust and no action has been taken or proposed to remove it as Trustee or to terminate the Trust. 21.5 The Trustee must not so far as it is able to do so, without the prior written consent of the Owner permit or effect any of the following: (a) any variation, replacement or limitation of the terms of the deed constituting the Trust; (b) its removal as Trustee or the appointment of another Trustee as Trustee of the Trust whether or not in conjunction with the Trustee; or (c) any distribution, transfer or setting aside of any part of the income or capital of the Trust.

22. WAIVER AND EXERCISE OF RIGHTS

22.1 The Owner's failure to insist on performance by the Renter of any obligation under this Rental Agreement is not a waiver of the Owner's right to insist on performance of, or to claim damages for breach of, that obligation at any time unless the Owner expressly acknowledges in writing that it has waived its rights in relation to that failure by the Renter.

23. VARIATION

Unless otherwise provided in this Rental Agreement, a term of this Rental Agreement, or a right created under this Rental Agreement, may only be waived or varied if it is in writing and signed by the party or parties to be bound.

24. BUSINESS DAYS

If a date for payment of money under this Rental Agreement or the return of the Equipment in accordance with clause 11 is not a Business Day, then the money must be paid or the Equipment must be returned (as the case may be) on the preceding Business Day.

25. PERSONAL PROPERTY SECURITIES LEGISLATION

25.1 This clause has effect despite any other provision of this Rental Agreement. **25.2** A term defined in the PPS Law has the same meaning when used in this clause. **25.3** The Owner is not obliged to give any notice or provide copies of any documents required under the PPS Law (including notice of a verification statement) unless the obligation to give that notice or provide that document cannot be excluded. **25.4** The Renter consents to the waiver in clause 25.3. **25.5** The Owner may take all such steps as it reasonably considers advisable to register, protect, perfect, record, or better secure its position in respect of this Rental Agreement under the PPS Law. **25.6** The Owner may, by notice to the Renter at any time, acting reasonably, require the Renter to do any or all of the following things: (a) take all steps, provide information, produce documents and obtain consents; (b) execute any notice, consent, document or amendment to this Rental Agreement; or (c) do any other thing, that it reasonably considers reasonably necessary or desirable to: (i) ensure that this Rental Agreement or any security interest arising under this Rental Agreement, is enforceable; (ii) register, protect, perfect, record, or better secure its position in respect of this Rental Agreement under the PPS Law; (iii) preserve its priority position as contemplated by this Rental Agreement; or (iv) overcome any defect or adverse effect arising from the PPS Law. **25.7** The Renter must: (a) comply with the requirements of a notice under clause 25.6 within the time stated in the notice at its own cost and expense; and (b) reimburse the Owner's reasonable costs in connection with anything the Renter is required to do under clause 25.6.

26. PROPER LAW

This Rental Agreement is governed by the laws applicable in New South Wales, and each party submits to the nonexclusive jurisdiction of the courts of New South Wales.

27. INTERPRETATION

27.1 In this Rental Agreement, unless a contrary intention appears:

"Billing Period" means (a) where monthly is specified in the Schedule, the period of one (1) month commencing on the Commencement Date and each successive period of one (1) month thereafter; or (b) where quarterly is specified in the Schedule, the period of three (3) consecutive months commencing on the Commencement Date and each successive period of three (3) months thereafter (where the Schedule does not specify the Billing Period, monthly Billing Periods shall be deemed).

"Business Day" means any day (other than a Saturday or a Sunday) the Owner is open for business in Sydney.

"Commencement Date" means the earlier of the date the Owner pays for the Equipment and the date it has been delivered to the Renter.

"Discount Rate" means a reasonable rate determined by the Owner at the commencement of this Rental Agreement which can be no lower than a reasonable reduction from the Implicit Lease Rate

"Encumbrance" means any interest in, right or any form of security over property, including, but not limited to: (a) any mortgage, pledge, lien or charge; or (b) any other security or preferential interest or

arrangement of any kind with any creditor to have its claim satisfied in priority to other creditors.

"Event of Default" means those events listed in clause 15.1.

"Equipment" means, for this Rental Agreement, the goods and other property listed in the Schedule, including all licences, associated documents, manuals, installation certificates, maintenance records, spare parts and accessories and includes any replacement Equipment under clause 7.2.

"Excluded Loss" means any loss or damage suffered by the Renter which is indirect; or which results from some special circumstance or supervening event; or which is by way of loss of revenue, loss of profits, loss of production, loss of goodwill or credit, loss of business reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, loss of anticipated savings, or increased or wasted overhead costs; or which relates to expenses caused by the breach or rendered futile by the breach; or which is not a natural and immediate consequence of the breach; or which is suffered by the Renter as a result of a claim upon it by a third party; or which consists of a claim for personal injury or damage to property.

"Good Working Order and Condition" means the condition and components of the Equipment as at the time this Rental Agreement for the Equipment was entered into, but subject to fair wear and tear until the Equipment is returned to the Owner as reasonably determined by the Owner, and without limiting the foregoing includes fully functioning complete with all original components and operating systems license and media (ie with hard, disk and CD Rom drives (if any), keyboard, mouse and all associated cables).

"GST" means the goods and services tax imposed by the GST Law.

"GST Law" has the same meaning as the term "GST law" in the A New Tax System (Goods and Services Tax) Act 1999 and all related and auxiliary legislation as amended from time to time.

"Guarantee and Indemnity" means any guarantee or indemnity given to the Owner for the due performance by the Renter of its obligations under this Rental Agreement and includes any guarantee incorporating the provisions of clause 20 of this Rental Agreement.

"Guaranteed Obligations" has the meaning in clause 20.1.

"Guarantor" means each person who has guaranteed the obligations of the Renter under this Rental Agreement and includes each of the Guarantors described in the Schedule.

"Implicit Lease Rate" means the rate used by the Owner in calculating the Rent Instalments payable by the Renter to the Owner under this Rental Agreement.

"Insolvent" means insolvent or insolvent under administration or presumed to be insolvent (as each is defined or provided for in the Corporations Act 2001 Cth), in receivership, in receivership and management, in liquidation, in provisional liquidation, in administration, subject to the appointment of a controller (as defined in the Corporations Act 2001 Cth), subject to deed of company arrangement, subject to an arrangement, assignment or composition or protected from any creditors under any statute (other than to carry out a reconstruction while solvent) or deregistered and **"Insolvency"** has a corresponding meaning.

"month" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, unless that day is not a Business Day or does not exist in which case it will be the preceding Business Day or last Business Day in that month, as applicable.

"National Credit Code" means the National Credit Code as set out in Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

"Owner" means either or both of the person(s) named on the first page as the Owner and the undisclosed principal on whose behalf the Owner enters into this Rental Agreement as agent, and includes their respective successors and assigns.

"Payment Date" means for the first Rent Instalment, the Commencement Date (the "first Payment Date") and subsequent Payment Dates shall occur on the first day of each Billing Period thereafter (or the last

day of the month if the relevant date does not exist in a month) for the duration of the Term.

"PPS Law" means (a) the Personal Property Securities Act 2009 (Cth) (PPS Act) and the regulations made under the Act as amended from time to time; and (b) any amendment made to any other legislation as a consequence of the PPS Act, including without limitation, amendments to the Corporations Act 2001 Cth.

"Present Value" of any amount is calculated by discounting that amount at the Discount Rate for the number of whole Billing Periods by which that amount is brought forward, using the following formula

$$Present Value = \frac{Amount}{(1 + Discount Rate)^{Periods}}$$

"Reduction in Value" as determined by the Owner for any Equipment on a day, means the value of that Equipment to the Owner had the Equipment been returned in accordance with clause 11.1, less the value to the Owner of that Equipment on that day.

"Renter" means the person or persons named on the first page as the Renter, and if there is more than one, means each of them separately and every two or more of them jointly. "Renter" includes the Renter's successors and assigns to whom the Owner has consented.

"this Rental Agreement" means a rental of Equipment on the terms of this Rental Agreement.

"Rent Instalment" means the amount of the rent instalment (inclusive of stamp duty) plus GST payable in relation to that amount, as set out in the Schedule.

"Replacement Value" of the Equipment means the cost of replacing the Affected Equipment (as defined in clause 7.1) with new goods having specifications as nearly as possible the same as, but at least equal in all material respects to, those of the Affected Equipment.

"Schedule" means the schedule to this Rental Agreement.

"Term" means the term of this Rental Agreement specified in the Schedule.

"Termination Value" on any given day means an amount being the sum of: (a) all Rent Instalments and other amounts due but unpaid; (b) the Present Value on that day of all Rent Instalments which are still to fall due or which would, but for termination, have become due under this Rental Agreement and are attributable to that Equipment; and (c) if the Equipment is not returned to the Owner, the fair market value of the Equipment, on the assumption that the Renter has kept the Equipment in Good Working Order and Condition.

27.2 In this Rental Agreement, any reference to anything done or caused by any contractor or agent of the Owner is a reference only to anything done by that contractor or agent in respect of the Equipment or in relation to the Owner's obligations under this Rental Agreement and excludes anything done in connection with any other equipment (which is not subject to the terms of this Rental Agreement) or any other agreement or arrangement.

28. ELECTRONIC EXECUTION

Each party warrants that immediately prior to entering into this Rental Agreement, it has unconditionally consented to:

(a) the requirement for a signature under any law being met; and

(b) any other party to this Rental Agreement executing it, by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature

DIRECT DEBIT REQUEST

This form is to authorise us to debit your account with another financial institution. Please complete, sign and return to us.

Full Name (Of Renter):	
ACN/ABN:	
Business Address:	
Phone Number:	Email:

Account Details

Name of financial institution:
Address of financial institution:
Account name:

Branch number (BSB)

Account number

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X

Please collect instalment fee by direct debit

Service Agreement

"I/we/us" means Renter. "You" means reseller or dealer or FINRENT PTY LIMITED (ACN 103 796 201) as trustee for THE FINRENT UNIT TRUST (ABN 40 389 557 981). I/we request you, and/ or its principal User ID.....until further notice in writing, to debit my account described above

I understand and acknowledge that:

1. My nominated financial institution may in its absolute discretion decide the order of priority of payment by it of any moneys pursuant to this request or any authority or mandate. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from the Renter's nominated account above and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.
2. The financial institution may, in its absolute discretion, at any time by notice in writing to me, terminate this request as to future debits.
3. You may, by 14 days written notice, vary the timing of future debits, except that no such notice will be required where:
 - (i) the variation has been made at my request; or
 - (ii) the variation has been made at the direction of a Credit Tribunal or other legal body.
4. I can modify or defer this regular Direct Debit Request any time by giving You 14 days' notice prior to the next drawing date, in writing.
5. I acknowledge and agree that, where the due date for a debit does not fall on a business day, you may draw the amount(s) on either the previous or next business day. I will contact the financial institution directly and ensure that sufficient cleared funds are available.
6. I can stop or cancel the regular Direct Debit Request at any time by giving you or my nominated financial institution 14 days' notice in writing. I need to do this by the 6th day of the month for cancellation to take effect in that month.
7. If at any time I feel that a direct debit against my nominated account is inappropriate or wrong, it is my responsibility to notify you or my nominated financial institution as soon as possible.
8. If I believe there has been an error in debiting my account, I should notify You directly and confirm that notice in writing with You as soon as possible so that we can resolve my query more quickly. If you conclude as a result of our investigations that my account has been incorrectly debited, you will respond to my query by adjusting my account accordingly. You will also notify me in writing of the amount by which my account has been adjusted. If you conclude as a result of its investigation that my account has not been incorrectly debited, you will respond to my query by providing me with reasons why and evidence of this finding.
9. Direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts. I can check my account details against a regular statement or check with the financial institution as to whether I can request a direct debit from my account.
10. It is my responsibility to ensure that there are sufficient cleared funds in my nominated account to honour the DDR. I understand that the DDR will be automatically cancelled if three direct debit payments are dishonoured because of insufficient funds within a 12-month period. You will give me 14 days' notice in writing if they intend to cancel my DDR. You will also charge the cost of dishonoured direct debits against my account.
11. You may need to pass on details of my direct debit request to their sponsor bank in BECS to assist with the checking of any incorrect or wrongful debits to my nominated account.
12. Where I am a corporation or person other than the borrower / renter / user / lessee under the relevant agreement with You, the debits made from my account are made by me for and on behalf of the borrower / renter / user / lessee under the relevant agreement with You.
13. By signing this Direct Debit Request, each signatory below confirms that; (i) the signatory is authorised to operate the nominated account and sign on behalf of the Customer named above and ii) this Direct Debit Request is signed in accordance with the account authority on the account
14. Confidentiality. We will keep information relating to your account confidential, except where required by law or for the purposes of this agreement.
15. Contacting each other. If you wish to notify us in writing about anything relating to this agreement, you should email us at engineeroompp@finlease.com.au. We will notify you by sending a notice to the email you have given us in the Direct Debit Request. Any notice will be deemed to have been received on the second banking day after sending.

Authorised Signatory(s)		Name (Print)	Title	Date
Primary	X			
Secondary (if required)	X			

CERTIFICATE OF ACCEPTANCE

OWNER:

FINRENT PTY LIMITED (ACN 103 796 201) as trustee for THE FINRENT UNIT TRUST (ABN 40 389 557 981) **ABN:** 40 389 557 981
 G/1 James Pl North Sydney NSW 2060

RENTER:

AGREEMENT: Rental Agreement dated on or about _____ between the Owner, the Renter and any Guarantors of the Renter.

GOODS:

Qty	Model	Description	Serial No.

On the date of executing this Certificate, the Renter hereby acknowledges, agrees and declares that:

- all the Goods have been received and accepted by the Renter for the purpose of rental under the Agreement, and comply with their description in the Agreement, are in good working order and condition, are of merchantable quality and are fit for their purpose;
- the Renter has read the Agreement;
- all the information contained in the Agreement or otherwise provided to the Owner in connection with the Agreement is complete, accurate and not incorrect or misleading in any respect, and there is no information which has not been disclosed to the Owner in the Agreement or otherwise in writing which would render any of the information provided to the Owner in connection with the Agreement as misleading or deceptive in any respect;
- no party has made, or is authorised to make, any representation, statement or undertaking for or on behalf of the Owner in connection with the Agreement or the Goods;
- all amounts paid by the Owner to the supplier of the Goods are solely for the purchase of the Goods for the purpose of the Agreement, and the Renter consents to the Owner paying such monies and Agreement accordingly commencing; and
- the Owner shall rely on this Certificate in entering into the Agreement.

SIGNED BY RENTER		
Authorised Signature: X	Name:	Date:
Authorised Signature 2 (if required): X	Name:	Date:
In the presence of / witness: X	Name:	Date: