

# CLASSIC LEASE

## EQUIPMENT LEASE AGREEMENT FOR BUSINESS PURPOSES

CONTRACT NUMBER  
REQUEST NUMBER

### 1 LESSEE

Name / Company (full name and address). The address stated is also delivery location and location of the Equipment unless otherwise indicated.

Phone
E-Mail
Australian Business Number (ABN)

**SUPPLIER** of the Equipment (Name and ABN)

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### 2 EQUIPMENT

	Qty.
	Qty.
	Qty.
	Qty.

#### MONTHLY RENTAL PAYMENT (EXCL. GST)

Due on the 1st of the Quarter / of the Month in advance

\$

#### FIXED LEASE TERM

MONTHS

#### DOCUMENTATION FEE (EXCL. GST)

350.00 \$

All amounts plus applicable GST.

**3** This Equipment Lease Agreement ('Agreement') is entered into by the lessee stated above ('Lessee' or 'you') and GC LEASING SYDNEY PTY LTD, ABN 27 615 226 045 ('Lessor' or 'we').

The **fixed lease term ('Lease Term')** specified **above begins** on the first day of the calendar quarter following the date of delivery of the Equipment to the Lessee, or the first day of the month following delivery if monthly Rental Payments apply. Should the Equipment be **delivered earlier**, the Lessee must pay 1/30 of the monthly Rental Payment for every day between the date of delivery and the beginning of the Lease Term. This amount is payable upon receipt of the Lessor's invoice. The Lessor will only issue such an invoice if it accepts the Lessee's offer to lease in accordance with this **agreement**.

After delivery, the **Lessee bears the risk of damage and loss** of the Equipment and for claims for injury, loss or damage caused by the Equipment.

The Lessee must **insure** the Equipment with a reputable insurer. In the absence of evidence of the Lessee's insurance the Lessor shall be entitled but not obliged to insure the Equipment and in this case charge the cost to the Lessee: see 8 of the Lease Terms.

The Lessee agrees that all payments under this Agreement shall be paid to the Lessor by **Direct Debit**. For any **other payment methods**, the Lessor may charge an administration fee of \$12.00 excl. GST for each payment. If Rental Payments are paid on a monthly rather than a quarterly basis the Lessor may charge an additional amount of 1.5 % of each Rental Payment to cover the increased costs of administration: see 2.3 of the Lease Terms.

The Lessor may charge up to \$50.00 excl. GST for each event of **late or non-payment** of any sum due to the Lessor by the Lessee: see 2.4 of the Lease Terms.

The **lease term** expires on the last day of the Lease Term, after which this Agreement may be extended in accordance with clause 4.6 of the Lease Terms.

When this Agreement expires or is terminated, the Lessee must within **14 days** deliver the Equipment to the Lessor's office mentioned below or to any other place that we reasonably require: see 4.5 and 5 of the Lease Terms.

You hereby request the following **special conditions, which amend the provisions of this Agreement** (if applicable, include reference to separate enclosure):

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The Supplier or third parties are not authorised to represent the Lessor.

### 4 OUR ACCEPTANCE

By signing this Agreement you offer to lease the Equipment subject to the Lease Terms set out below, whereby **your offer will remain open** for us to accept for a **4 week period** from the date on which you signed this Agreement. You confirm that the information stated above is accurate and was fully completed by you when you signed. You confirm that you selected the Equipment and have read and accepted the Lease Terms.

LEASE TERMS PAGE 2 TO 4

Please fill-in

Name and Position of authorised Person	Name and Position of authorised Person
Date	Date
<b>X SIGNATURE</b> Signature of authorised Person	<b>X SIGNATURE</b> Signature of authorised Person

ACCEPTED FOR AND ON BEHALF OF

GC LEASING Sydney PTY LTD

# LEASE TERMS

## 1. AGREEMENT

Upon acceptance of the offer to lease by the Lessor, the Lessee agrees to lease the Equipment for the fixed lease term ('Lease Term') specified above and subject to these Lease Terms ('Agreement').

1.1 Any variation of this Agreement must be confirmed in writing by both you and us.

1.2 No supplier who supplied the Equipment, or any other person not employed by us who this transaction may have been introduced, negotiated or conducted by or through, has the authority to act as our agent unless we confirm their authority to you in writing. We will not be liable to you for any actions or statements of such person under any circumstances.

1.3 If the Lessee is two or more persons you will each be jointly and severally liable for all of the Lessee's obligations under this Agreement.

1.4 We do not forfeit any of our rights under this Agreement if we do not at any time enforce any of those in full or at all.

1.5 We may assign or transfer our rights under this Agreement and in relation to the Equipment, subject to your rights under this Agreement. You may only assign or transfer any of your rights or obligations under this Agreement with our prior written consent.

1.6 You agree that this Agreement may be entered into and signed electronically. Any signature made by you or on your behalf in a way which complies with the Electronic Transactions Act 1999 and equivalent State and Territory legislation will be effective and binding on you.

1.7 You warrant and confirm to us that, where this Agreement is entered into or signed electronically, when executing this Agreement you have complied with any requirements and/or procedures covering the use of electronic signatures and which have been notified to you by us or by any person acting on our behalf.

1.8 This Agreement may be signed in separate counterparts, some or all of which may be signed electronically, and all of the separate counterparts when taken together will amount to a single document.

## 2. PAYMENTS

2.1 You must pay the Rental Payments specified above on the first day of each calendar quarter (if this Agreement states that you must pay quarterly) or on the first day of each month (if this Agreement states that you must pay monthly).

2.2 You must punctually pay all other amounts that are or become due and payable under or in connection with this Agreement. You must continue to pay the Rental Payments and any other amounts due even if the Equipment becomes unusable for any reason, unless this was caused by us.

2.3 You agree that all payments under this Agreement shall be paid to us by Direct Debit. For any other payment methods, we may charge you for each payment an administration fee of \$12.00 excl. GST. If Rental Payments are paid on a monthly rather than a quarterly basis, we may charge you an additional amount of 1.5 % for each monthly Rental Payment to cover our increased costs of administration.

2.4 We may charge you up to \$50.00 excl. GST for each event of late or non-payment of any sum due to us by you. On demand by us, you must also pay any reasonable expenses, costs, and charges (including lawyer's fees and expenses on a full indemnity basis) ('Collection Costs') reasonably incurred by us in collecting the outstanding Rental Payments from you, as well as any Collection Costs reasonably incurred by us in finding you or the Equipment, or taking the Equipment back, or for any visit we make to your premises to find out why you have not paid.

2.5 You must pay interest on any rent or other money which you do not pay when due. This interest will be calculated daily at the rate which is 2% per annum higher than the interest rate that we use in calculating the rent payments and you must pay it on demand. We will compound unpaid interest monthly.

## 3. THE SUPPLIER AND EQUIPMENT

3.1 You acknowledge that you have used your own judgement to select the Equipment and the supplier and that we are not able to give you, and have not given you, any advice or assurances regarding the Equipment or its suitability for any use required by you.

3.2 To the extent permitted by law all conditions, warranties or consumer guarantees (whether express or implied, and arising under statute or common law) as to the Equipment, including but not limited to its quality or fitness for any particular purpose (even if that purpose is made known expressly or by implication by you) are expressly excluded. However, nothing in this Agreement excludes, restricts or modifies the application of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ('ACL'). To the fullest extent permitted by law, our liability for any breach of a consumer guarantee implied by the ACL (and which cannot be excluded) shall be limited to any one or more

of the following (as determined by us acting reasonably): in the case of the Equipment, the replacement or repair, or payment of the cost of replacement or repair, of the Equipment; and in the case of services again, supplying the services, or payment of the cost of having the services supplied again.

3.3 If the Equipment includes or consists of software you will agree with the supplier the license for use of it. You must ensure the software is suitable for you and you must return it with the Equipment.

3.4 You must inspect the Equipment when it is delivered to you by the supplier to ensure it is complete, free of defects and in full working order, matches any descriptions which you may have been given by or on behalf of the supplier, is suitable for all purposes required by you and is all in order. You must sign a confirmation of receipt in terms provided by us or otherwise in terms reasonably satisfactory to us, which confirms the delivery, examination and the perfect condition of the Equipment.

## 4. YOUR OBLIGATIONS

4.1 You will indemnify us against all claims, damage, loss, costs and expenses (including our reasonable legal costs on a full indemnity basis) suffered or incurred by us arising out of your possession or use of the Equipment. However, this indemnity does not extend to indirect losses, costs or expenses, or to anything to the extent that it occurs due to the fraud, wilful misconduct, mistake or negligence of us or any of our (or our related entities) employees, contractors or agents.

4.2 You must:

- a) Keep the Equipment in good condition, carry out all necessary maintenance and repairs and renew any parts that need replacing.
- b) Keep the Equipment at the installation address and seek our written permission (which we will not unreasonably withhold) if you wish to relocate it.
- c) Use the Equipment only for the purpose of your business.
- d) Allow us or our agents to inspect, test, adjust or replace the Equipment at reasonable times and on reasonable notice.

4.3 You must not alter or make any additions to the Equipment without our consent (which we will not unreasonably withhold) and if you do, the alterations or additions will automatically become our property without us having to make any payment.

4.4 The Equipment does not become yours and you must not sell it, assign it or do anything that might jeopardise our interest in it.

4.5 When you return the Equipment to us after this Agreement expires or is terminated, it must be in good working condition. Any data entered by you must be irretrievably erased. If you do not comply with this clause, you must continue to pay Rental Payments on a pro rata basis until you or we can put the Equipment into good working condition. 'Good working condition' means that the Equipment is immediately available for use by a third party without the need for repair or refurbishment (fair wear and tear excepted). You will reimburse us for our reasonable costs of repairing or replacing any missing or defective parts or accessories and otherwise putting the Equipment into good working condition.

4.6 If you do not return the Equipment to us when this Agreement expires and we do not demand return of it, this Agreement will be extended on a month-to-month basis at a monthly rental equivalent to the Rental Payments payable by you immediately before this Agreement expired and otherwise on the terms of this Agreement. Payment of these additional amounts will not affect our ownership of the Equipment or any of our rights under this Agreement. This extension will continue until we demand the return of the Equipment (which we may do by giving you seven days notice) or you return the Equipment to us (which you may only do after giving us seven days notice).

## 5. RETURN OF THE EQUIPMENT

When this Agreement expires or is terminated, you must return the Equipment to us at our office mentioned in this Agreement or to any other place that we reasonably require. If you don't return the Equipment to us when required, we may retake possession of it. You:

- a) authorise us at any time to enter any premises where the Equipment is located and to remove it;
- b) release us from liability for any damage or loss caused by us taking reasonable steps to retake possession of the Equipment (except where that liability arises due to the fraud, wilful misconduct, mistake or negligence of us or any of our employees, contractors or agents);
- c) must pay us, by way of liquidated damages, an amount equal to the daily equivalent of the Rent Payments payable by you before the expiry or termination for each day that you fail to return the Equipment in accordance with this clause until we retake possession of it; and
- d) must reimburse us on demand all reasonable costs and expenses we incur in retaking, or attempting to retake, possession of the Equipment.

## 6. DEFAULT

6.1 Each of the following is an event of default under this Agreement:

- a) you don't pay any rent or other money payable under this Agreement within 30 business days of its due date;
- b) if you are a corporation:
  - i) an application or order is made, or a resolution is passed, for your winding up or the appointment of an administrator to you;

- ii) a liquidator, provisional liquidator or administrator is appointed to you; or
- iii) you fail to comply with a demand under any applicable legislation and as a result are taken to be insolvent;
- c) a receiver is appointed to, or a security holder takes possession of, all or any of your assets;
- d) you make a composition, arrangement or compromise with, an assignment for the benefit of, or enter into a moratorium involving, your creditors or any class of them;
- e) if you are an individual, you commit an act of bankruptcy, become bankrupt, die or are sentenced to imprisonment;
- f) you stop or suspend payment generally or are unable (or state that you are unable) to pay your debts when they fall due;
- g) any of the following occurs and we reasonably consider that it materially increases our risk as a creditor to you or materially affects your ability to perform your obligations under this Agreement:

- i) you don't comply with any other obligation under this Agreement;
- ii) distress or execution is levied against the Equipment or it is lawfully seized or impounded;
- iii) you cease to carry on your business;
- iv) any representation or warranty by you in connection with this Agreement is untrue or misleading;
- v) an event of default (however defined) occurs under any other lease you have with us or any security in our favour in respect of any of your obligations to us, and, if capable of rectification, you don't rectify it within the period specified in a notice of breach we give you. If you are a small business, the period we specify in such a notice won't be less than 30 days unless we reasonably determine that a shorter period is necessary to manage an immediate risk. You are a small business if this Agreement is a 'small business contract' under section 12BF of the Australian Securities and Investments Commission Act 2001.

6.2 If any of the events in clause 6.1 occurs then (without affecting any of our other rights or remedies under this Agreement or otherwise) we may terminate this Agreement by notice to you. We may also take action against you to recover damages for breach of this Agreement.

6.3 We will take reasonable steps to mitigate any cost, expense or loss incurred or suffered by us in connection with any event of default.

6.4 If you are a small business and we breach a material term of this Agreement and do not rectify that breach within 30 days of receiving written notice of that breach from you, you may terminate this Agreement by notice to us. On termination you must comply with your obligations under clause 5 and pay us the total of the amounts specified in clause 7.3.

## 7. FUNDAMENTAL PROVISIONS

7.1 The fundamental provisions of this Agreement are that:

- a) you pay all rent and other money payable under this Agreement within 30 business days of its due date; and
- b) no event referred to in clause 6.1 occurs.

7.2 You repudiate this Agreement if you don't comply with any of the fundamental provisions, and in the case of clause 7.1 b) we reasonably consider that repudiation materially increases our risk as a creditor to you or materially affects your ability to perform your obligations under this Agreement and if capable of rectification, it is not rectified within the period specified in a notice of breach that we give to you (and if you are a small business, the period we specify in such a notice won't be less than 30 days unless we reasonably determine that a shorter period is necessary to manage an immediate risk).

7.3 If you repudiate this Agreement, we may accept that repudiation by notice to you terminating this Agreement. If we do so, you must pay us on demand as liquidated damages the total of:

- a) all unpaid rent up to the date of termination;
- b) the unpaid balance of the rent that would have been payable during the period from the date of termination until the expiry of the Lease Term, brought to a present value by applying the Discount Rate over the period by which the date for payment is brought forward by this clause; and
- c) all other amounts payable by you under this Agreement.

Our rights under this clause do not affect any additional right or remedy we have under this Agreement.

7.4 In this Agreement 'Discount Rate' means the rate that is 2% per annum lower than the interest rate that we use in calculating the Rental Payments.

7.5 Without limiting your obligations under clause 7.3, if you return the Equipment to us when this Agreement is terminated, or we otherwise obtain possession of it:

- a) we will attempt to mitigate our loss by selling or re-leasing the Equipment; and
- b) we will credit or refund to you as applicable
  - i) the amount (if any) by which the net proceeds of sale exceeds the amount of our residual investment in the Equipment (brought to a present value at the time by applying the Discount Rate); or
  - ii) any net proceeds of re-leasing that relate to the remainder of what would have been the Lease Term if this Agreement had not been terminated (in each case after deducting any amounts due under this Agreement and our costs relating to the sale or re-leasing), but that credit or refund will not exceed the amount paid or payable by you under clause 7.3 b).

## 8. INSURANCE

8.1 You must at all times insure the Equipment with a reputable insurer against all risks including loss for at least the full cost of replacing the Equipment, repairing any damage (however caused) and against claim for injury, loss or damage caused by the Equipment.

8.2 You must arrange for our interest in the Equipment to be endorsed on the insurance policy and show us proof of the insurance if we ask for it.

8.3 In the absence of evidence of your own insurance we shall be entitled but not obliged to arrange our own insurance of the Equipment. In this case the reasonable cost of our insurance may be recouped from you by a charge made annually, and will be collected with the first payment each year during the term the Agreement.

8.4 If an insurance claim is made you must notify us immediately. You must not agree the settlement of any claim without written permission from us. You must appoint us as loss payee and as your agent and authorise the insurer to pay any settlement of claims regarding the Equipment to us.

8.5 Any insurance proceeds may at our discretion (which we will exercise reasonably) be put towards repair or replacing the Equipment or the payments due to us under this Agreement. In the event of total loss for insurance purposes we may terminate this Agreement and you must pay us the amounts set out in clause 7.3, less any insurance proceeds that we may receive.

## 9. GST

If GST is imposed on a Taxable Supply made by us to you under or in connection with this Agreement, the price of the Taxable Supply shall be equal to

the GST-exclusive consideration that you must pay to us for the Taxable Supply under this Agreement increased by an amount (the GST Amount) equal to the amount of GST payable on that Taxable Supply and the GST Amount is, subject to us issuing a Tax Invoice to you, payable at the same time and in the same manner as the consideration to which it relates. In this Agreement 'GST' means the goods and services tax or similar value added tax levied or imposed in Australia under the GST Act and includes any replacement or subsequent similar tax; 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and 'Taxable Supply' and 'Tax Invoice' have the same meaning as in the GST Act.

## 10. TRANSFER OF RIGHTS AND OBLIGATIONS, SET-OFF

10.1 We are entitled to assign our rights and obligations, or individual rights arising from this Agreement to a third party for the purpose of refinancing. The assignment will be subject to your rights under this Agreement.

10.2 You can only offset amounts we owe you against amounts you owe us if the amount we owe you is undisputed and legally established.

## 11. PERSONAL PROPERTY SECURITIES ACT

11.1 In this clause 'PPSA' means the Personal Property Securities Act 2009 (Cth), 'PPS Lease' has the same meaning as in the PPSA, 'PPSR' means the Personal Property Securities Register and 'Security Interest' has the same meaning as in the PPSA.

11.2 You agree and acknowledge that this Agreement is a PPS Lease for the purposes of the PPSA and that we have a Security Interest over the Equipment.

## 11.3 You undertake to:

- do all things necessary, and provide us on request all information we require, to register a financing statement or financing change statement on the PPSR; and
- not to change your name or other details on the PPSR without first notifying us.

11.4 You waive your rights to receive a verification statement in respect of any financing statement or financing change statement in respect of the Security Interest created by this Agreement.

11.5 To the maximum extent permitted by law, you agree that the following sections of the PPSA will not apply: section 130, section 142 and section 143.

11.6 To the maximum extent permitted by law, the parties contract out of the following sections of the PPSA: section 95, section 123(2), section 125, section 129(2), section 132(3) (d), section 134(2) and section 135.

## 12. NOTICES

Any notice which has to be served under this Agreement must be in writing and will be considered delivered 2 working days after being posted provided it is sent to the address of a party set out on the first page or such other address as a party advises to the other party from time to time.

## 13. GOVERNING LAW

The Agreement is governed by the law of Victoria. You submit to the non-exclusive jurisdiction of the Courts of Victoria.

## USE OF YOUR INFORMATION

'Personal Information' means personal information in relation to you as defined under the Privacy Act 1988 ('Act') collected by us from any source, including, but not limited to, information about you, your financial circumstances, creditworthiness, credit history, credit standing and credit capacity. We collect, hold, use and disclose your Personal Information including your credit related personal information in accordance with our Privacy Policy available on our website at [www.grenke.com.au/privacy-policy](http://www.grenke.com.au/privacy-policy). You acknowledge and agree that we may (as allowed by the Act) disclose your Personal Information to our associated entities, third parties engaged to provide services to us, credit reporting agencies, that we may obtain from a credit reporting agency or other credit provider, a credit report containing personal credit information about you to assess this order form or in relation to collection of any overdue payments. You also acknowledge that we may give to and seek from other credit providers (whether named in this order form or not) information about your credit arrangements including information about your credit worthiness, credit history or credit capacity (as allowed by the Act), and that this information may be used to assess an application for lease of the Equipment, to notify other credit providers of default by you, to exchange information with other credit providers as to the status of this credit arrangement when in default and to assess your credit worthiness. You acknowledge that your personal information is likely to be disclosed to recipients located in Germany. You expressly consent to us disclosing your Personal Information to third parties located outside Australia whereby a) we will not be accountable under the Act, b) you will not be able to seek redress under the Act, c) the overseas recipient may not be subject to any privacy obligations or to any principles similar to the Australian Privacy Principles, d) you may not be able to seek redress in the overseas jurisdiction; and e) the overseas recipient may be subject to a foreign law that could compel the disclosure of personal information to a third party, such as an overseas authority.

**PLEASE TELEPHONE US ON 03 913 245 00 IF YOU WANT TO HAVE DETAILS OF THOSE CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES FROM WHOM WE OBTAIN AND PASS INFORMATION ABOUT YOU. YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING. TO RECEIVE A COPY A FEE WILL BE PAYABLE.**

# GUARANTEE AND INDEMNITY

REQUEST NUMBER

1

## LESSEE

Name / Company (Full name and address)

Phone
E-Mail
Australian Business Number (ABN)

## GRENKE

GC LEASING SYDNEY PTY LTD  
Suite 6, Level 3, Building B  
4 Drake Avenue, Macquarie Park  
NSW 2113

## GUARANTOR

Name / Company (Full name and address)

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2

1. The persons named above as guarantors (each a **Guarantor**), jointly and severally guarantee to the Lessor the punctual payment of all monies owed by the Lessee described above (**Lessee**) under or in relation to this Agreement (**Guaranteed Money**) and the due and punctual performance of all obligations by the Lessee under this Agreement.

2. If the Lessee does not:

- a) pay any Guaranteed Money (or money that would be Guaranteed Money if its payment was enforceable, valid and not refundable) on the due date, the Guarantor must pay that amount to the Lessor promptly following demand; or
- b) perform any of its other obligations under this Agreement, the Guarantor must promptly following demand by the Lessor perform, or procure the performance of, those obligations in accordance with this Agreement.

3. The Guarantor unconditionally and irrevocably indemnifies the Lessor against all claims, liabilities, losses and reasonable costs and expenses that the Lessor incurs if the Guaranteed Money:

- a) is not recoverable by the Lessor from the Lessee or from the Guarantor as surely for any reason; or
- b) is not paid to the Lessor within 2 business days of its due date for any reason.

The Guarantor's liability under this clause 3 is that of principal debtor. The Guarantor must pay any amount due to the Lessor under this clause 3 promptly following demand.

4. The indemnity in clause 3 does not extend to indirect losses, costs or expenses, or to anything referred to in that clause to the extent that it occurs due to the fraud, wilful misconduct, mistake or negligence of the Lessor or any of the Lessor's (or its related entities') employees, contractors or agents.

5. The Guarantor agrees:

- a) to pay to you any amount reasonably certified by the Lessor as payable; and
- b) that this Guarantee and Indemnity shall remain effective notwithstanding any conduct or event which, but for this clause, may have the effect of releasing the Lessee or any person comprising the Guarantor.

6. This Guarantee is signed by each Guarantor both in their personal capacity and as Trustees of each and every trust of which we they are Trustees.

7. If more than one person comprises the Guarantor, each such person is jointly and severally liable for all obligations of the Guarantor under this Guarantee and Indemnity.

8. The Guarantors give this Guarantee and Indemnity in consideration of the Lessor leasing the Equipment to the Lessee under this Agreement.

9. This Guarantee and Indemnity shall be governed by the laws of New South Wales and is subject to the jurisdiction of the appropriate New South Wales Court.

3

## SIGNED, SEALED AND DELIVERED BY THE GUARANTOR(S)

Name of Guarantor	Name of Guarantor
Date	Date
 Signature of Guarantor	 Signature of Guarantor

Please  
fill-in

# DIRECT DEBIT REQUEST

TO YOUR CONTRACT

REQUEST NUMBER

## 1 DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay GC LEASING SYDNEY PTY LTD

I/we request and authorise **GC LEASING SYDNEY PTY LTD [APCA ID 368361]** to arrange for any amount  
**GC LEASING SYDNEY PTY LTD** may debit or charge you to be debited through the Bulk Electronic Clearing System  
from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request  
Service Agreement and any further instructions provided below.

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit  
arrangements between you and **GC LEASING SYDNEY PTY LTD** as set out in this Request and in your Direct Debit  
Request Service Agreement.

## 2

Surname or company name

Name of account

Given names or ACN/ABN

BSB number

Address

Account number

Financial institution name

Financial institution address

## 3

Insert your signature below (signatures if joint account)

Date

X

Name and capacity for signing (e.g. director)

Date

X

Name and capacity for signing (e.g. director)

Name and capacity for signing (e.g. director)

# SERVICE AGREEMENT

## DEFINITIONS

**ACCOUNT** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**AGREEMENT** means this Direct Debit Request Service Agreement between you and us.

**BUSINESS DAY** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**DEBIT DAY** means the day that payment by you to us is due.

**DEBIT PAYMENT** means a particular transaction where a debit is made.

**DIRECT DEBIT REQUEST** means the Direct Debit Request between us and you.

**US or we** means **GC LEASING SYDNEY PTY LTD**, the Debit User you have authorised by signing a direct debit request.

**YOU** means the customer who signed the direct debit request.

**YOUR FINANCIAL INSTITUTION** is the financial institution where you hold the account that you have authorised us to arrange to debit.

## 1. DEBITING YOUR ACCOUNT

1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.

or

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your 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.

## 2. CHANGES BY US

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

## 3. CHANGES BY YOU

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on +61 2 926 036 00 or service.sydney@grenke.com.au.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 14 days before the next debit day. This notice should be given to us in the first instance.

3.3 You may also cancel your authority for us to debit your account at any time by giving us 14 days notice in writing before the next debit day. This notice should be given to us in the first instance. You can also request a stop or cancellation through your own financial institution.

## 4. YOUR OBLIGATIONS

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- a) you may be charged a fee and/or interest by your financial institution;
- b) you may also incur fees or charges imposed or incurred by us; and
- c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct

4.4 If **GC LEASING SYDNEY PTY LTD** is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay **GC LEASING SYDNEY PTY LTD** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. DISPUTE

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on +61 2 926 036 00 or service.sydney@grenke.com.au. and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 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.

5.3 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.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 6. ACCOUNTS

You should check:

- a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 7. CONFIDENTIALITY

7.1 We will keep any information (including your account details) in your direct debit request 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.

7.2 We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8. NOTICE

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to service.sydney@grenke.com.au or

**GC LEASING SYDNEY PTY LTD**  
Suite 6, Level 3, Building B  
4 Drake Avenue, Macquarie Park, NSW 2113

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.

8.3 Any notice will be deemed to have been received two business days after it is posted.

# EQUIPMENT SCHEDULE

## UNDER YOUR CONTRACT

**REQUEST NUMBER**