



**RENT-EZY**  
**A**  
**PCL FINANCE PTY. LIMITED**  
**(ABN 52 003 587 915)**  
**PRODUCT**

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**AGENT USE ONLY**

Customer ID: ..... Agent ID: .....PCL ID: .....

Agent Telephone No.: .....

Agent Facsimile No.: .....

Agent E-mail Address: .....

**QUICK CREDIT APPLICATION**

*Must be Completed*

Applicant Name _____	Established _____	_____
Address _____	ABN _____	_____
_____	State _____	Postcode _____
Postal Address _____	_____	_____
_____	State _____	Postcode _____
Contact Name _____	Phone _____	Fax _____
Mobile _____	Email _____	_____
Bank & Branch _____	A/c No. _____	_____
Accountant _____	Contact _____	Phone _____
1st Director/Partner _____	_____	_____
(Full Name) _____	(First) _____	(Middle) _____
_____	_____	(Last) _____
Date of Birth _____	Drivers License No. _____	_____
Home <input type="checkbox"/> Own <input type="checkbox"/> Rent _____	Market Value _____	Mortgage _____
2nd Director/Partner _____	_____	_____
(Full Name) _____	(First) _____	(Middle) _____
_____	_____	(Last) _____
Date of Birth _____	Drivers License No. _____	_____
Home <input type="checkbox"/> Own <input type="checkbox"/> Rent _____	Market Value _____	Mortgage _____

Salesperson _____	Phone _____	Fax _____
Mobile _____	Email _____	_____
Equipment Vendor _____	_____	Equipment Cost _____
Equipment Description _____	_____	Serial No. _____
Term 24   36   48   60 _____	Other _____	Monthly Payments _____
_____	_____	(Includes Stamp Duty & GST)
_____	_____	Final Payment _____

**FINANCIAL DETAILS ON APPLICANT**

	Y/E ____ / ____ / ____		Y/E ____ / ____ / ____		Y/E ____ / ____ / ____
Net Assets	\$ _____		\$ _____		\$ _____
Total Sales	\$ _____		\$ _____		\$ _____
Profit Before Tax	\$ _____		\$ _____		\$ _____
Depreciation/Amortisation	\$ _____		\$ _____		\$ _____
Director's Wages/Drawings	\$ _____		\$ _____		\$ _____
Director's Superannuation	\$ _____		\$ _____		\$ _____

**BUSINESS REFERENCES**

Name _____	Contact _____	Phone _____
_____	_____	_____
_____	_____	_____

**ADDITIONAL INFORMATION (Previous employment, experience, income, particulars, etc)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUSINESS OR INVESTMENT PURPOSE DECLARATION**

I/We declare that the rental facility to be provided to me/us by PCL is to be applied wholly or predominately for business or investment purposes.

**IMPORTANT**

You should not sign this declaration unless this facility is wholly or predominately for business. You certify that you have received, read and accept the rental terms and conditions provided at the time of signing this agreement.

Name of Renter \_\_\_\_\_

Authorised Signatory \_\_\_\_\_ Authorised Signatory \_\_\_\_\_

Rental Schedule – Details

PCL Finance Pty Limited ABN 52 003 587 915

DATE:

rents the goods to you on the terms and conditions of this Rental Agreement which is made up of these details and the Rental Agreement Terms and Conditions. In the terms and conditions a reference to the Details is a reference to these details.

**Owner's Details**

Owner: PCL Finance Pty Limited ABN 52 003 587 915  
Address: 2nd Floor, 63B Market Street, Wollongong NSW 2500 Facsimile (02) 4226 9362

**Renter (s) ("you")**

Name (s) \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

**Guarantor (s)**

Name (s) \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

**Goods**

Location \_\_\_\_\_

**Payment Details** (rent instalments include stamp duty and GST)

Term \_\_\_\_\_ months From \_\_\_\_\_ to \_\_\_\_\_  
An initial sum of \$ \_\_\_\_\_ paid on \_\_\_\_\_ followed by  
of \$ \_\_\_\_\_ per \_\_\_\_\_ commencing \_\_\_\_\_ to \_\_\_\_\_

Acceptances

**WARNING**

(i) If the Guarantor signs this Rental Agreement, the Guarantor may be liable instead of or as well as the Renter. (ii) It may become necessary for the Guarantor to sell its possessions so that the Guarantor can pay us. (iii) The Guarantor should have the full consequences of the guarantee and indemnity contained in this Rental Agreement explained to the Guarantor by an independent lawyer before the Guarantor agrees to sign it. (iv) By signing this Rental Agreement, the Guarantor takes on a personal liability to guarantee that we will receive payment. This is additional to any liability the Guarantor has under any security (such as a mortgage) that the Guarantor gives us in connection with the guarantee and indemnity contained in this Rental Agreement.

**By signing this Rental Agreement the Renter and Guarantor:**

(1) agree to be bound by it; (2) declare that all the information they have given us is accurate and not misleading and that they are aware that we are relying on it; (3) acknowledge that any security given by either of them in favour of us will also secure their respective obligations under this Rental Agreement; (4) agree to notify us in writing if either of them change their residential or postal address; (5) declare that if either of them sign this Rental Agreement as trustee, they have already told us in writing; and (6) the renter consents to us giving to each guarantor: (i) a copy of this Rental Agreement (whether signed or unsigned); and (ii) a copy of any notice sent to the renter under this Rental Agreement; and (7) acknowledge that before signing this Rental Agreement they each received and were given the opportunity to read a copy of the Rental Agreement Terms and Conditions.

**By Renter (s)**

EXECUTED by the Renter (s) on \_\_\_\_\_  
Executed as an agreement by the Renter in accordance with the \_\_\_\_\_ Signed by the Renter (s)  
Corporations Act in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Director / Secretary / Witness Director / Sole Director in the presence of: \_\_\_\_\_

**By Guarantor (s)**

EXECUTED by the Guarantor (s) on \_\_\_\_\_  
Executed as an agreement by the Guarantor in accordance with the \_\_\_\_\_ Signed by the Guarantor (s)  
Corporations Act in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Director / Secretary / Witness Director / Sole Director in the presence of: \_\_\_\_\_

**By Owner**

By signing this Rental Agreement we agree to be bound by it. EXECUTED by the Owner on \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signed for and on behalf of the Owner by its authorised officer. \_\_\_\_\_  
WITNESS \_\_\_\_\_

## RENTAL AGREEMENT - TERMS AND CONDITIONS

### 1. INTERPRETATION

#### Rental Agreement

This Agreement is made up of the Rental Schedule and these Terms and Conditions. Signing of the Schedule by the Renter constitutes an offer by the Renter. The Owner shall have complete discretion whether to accept that offer. The signing of the Schedule by the Owner constitutes a binding contract without further notice to the Renter. The Owner is authorised to insert in the Schedule the Commencement Date.

**1.2 Definitions:** In this Rental Agreement: "business day" means any day (other than a Saturday or a Sunday) on which the Owner is open for business in the place that the Owner signs this Rental Agreement; "Details" means, in respect of a rental agreement, the details which are part of that rental agreement. "Discount Rate" means the lower of either the Implicit Rate less 2% per annum, or the Owner's then current expected rate of return from a similar transaction; "Event of Default" means an event specified in clause 8.1; "Goods" means, individually and collectively: (a) each item described in the Schedule; or (b) if the actual item in relation to which the Owner has made or agreed to make a payment is not the same as the item described in the Schedule, the actual item, and includes, when supplied with or fitted to the Goods, replacement parts, accessories and attachments, but does not include software; "GST and GST law" have the meanings they are given in the A New Tax System (Goods and Services Tax) Act 1999, except that "GST law" includes any applicable rulings issued by the Commissioner of Taxation. "Guaranteed Money" means all money at any time actually or contingently owing to the Owner by the Renter either alone or jointly or jointly and severally under this Rental Agreement; "Guarantor" means each person (if any) identified as a guarantor in the Schedule; "Implicit Rate" means the rate of return expected by the Owner on this transaction on the assumption that this transaction ran its full term; "Insolvent" means bankrupt, insolvent, in receivership, in receivership and management, in liquidation (other than voluntary liquidation for the purpose of reorganisation), in provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition or protected from any creditors under any statute; "Owner" means the person identified as the "Owner" in the Schedule; "Rental Agreement" means the agreement constituted by these terms and conditions, and includes the Schedule; "Renter" means the person identified as the "Renter" in the Schedule; "Software" means a licence granted by a third party to use computer software; "Tax" means a tax, levy, impost, deduction, charge, stamp duty, any credit or debit tax, compulsory loan or withholding tax (together with any related interest, penalty, fine or expense in connection with any of them); "Termination Amount" means, for the Goods on a day, the net present value as at that day of each instalment of rent that is not yet due for payment, each discounted back, from the date on which it would otherwise have fallen due for payment, at the Discount Rate.

**1.3 General:** In this Rental Agreement: a reference to this Rental Agreement or another instrument includes any variation or replacement of any of them; a reference to law means the common law, equity and statute law (including regulations) and any changes to that law; a reference to any statute includes that statute and other instruments under it and consolidations, amendments, re-enactments or replacements of any of it; the word person includes a firm, body corporate, an incorporated or unincorporated association or an authority; a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns; the singular includes the plural and vice versa; if there is more than one Renter or more than one Guarantor those persons are bound jointly and severally; headings are included for reference only and do not affect the interpretation of this Rental Agreement; words appearing after the word "including" do not limit the generality of what appears before the word "including"; and if the Owner is entitled or authorised to do anything, there is no obligation on the Owner to do it.

### 2. THE GOODS

**2.1 Ownership:** The Renter: (a) acknowledges that the Goods remain at all times the property of the Owner and that the Renter has only a right to use them under the terms of this Rental Agreement; (b) must not place, or allow to be placed, on the Goods any plates or marks that are inconsistent with the ownership of the Owner. If the Owner asks the Renter to do so, the Renter must put plates on the Goods which state that the Owner owns them; (c) must not part with possession of the Goods without the consent of the Owner; (d) must not assign, transfer, give another person an interest in or create any form of security over this Rental Agreement or the Goods, or authorise anyone else to do so, without the consent of the Owner; and (e) must not attach the Goods to any land or premises without the consent of the Owner. If the Goods are attached to land, they do not become fixtures, and the Renter must ensure that the Owner's ownership in the Goods is acknowledged by those persons who have an interest in the place where the Goods are located.

**2.2 Delivery and installation:** The Renter: (a) is responsible for: (i) obtaining the Goods; (ii) having them delivered and installed; and (iii) having them put in good working order; and (b) is responsible for examining the Goods before accepting them. The Renter must comply with the provisions of this Rental Agreement, including the making of payments to the Owner, even if, when or after the Renter accepts the Goods, they: (i) are not the same as were described or shown to the Renter when the Renter chose them; (ii) are not fit for the purposes for which the Renter wants to use them; (iii) are not the same as a sample

of the goods (if the Renter selected the Goods after being shown that sample); or (iv) are faulty, defective, or do not work properly or at all.

**2.3 Use and maintenance:** The Renter must: (a) use the Goods only in its business operations and only for the purposes for which they are designed; (b)

ensure that the Goods are used, serviced and maintained in accordance with the manufacturer's and supplier's instructions and recommendations and the Owner's and any insurer's reasonable requirements; (c) tell the Owner promptly in writing if the place where the Goods are used or ordinarily kept is changed from the place set out in the Schedule; (d) promptly give the Owner any information that the Owner asks for in relation to the Goods; (e) take proper care of the Goods and keep them in good working order and in good repair (fair wear and tear excepted); (f) not say or imply that the Owner will pay for any work done to the Goods nor allow a lien to be created over the Goods; (g) ensure that any replacement part, accessory or attachment becomes the property of the Owner; (h) protect the interests of the Owner in the Goods; (i) comply with all laws relating to the Goods and their operation and use; (j) if the Goods are capable of registration, register the Goods and keep them registered; and (k) not alter the Goods or any marks or numbers upon them.

**2.4 Access:** The Renter must allow the Owner (which must give reasonable notice of entry) or the Owner's representative at any time to enter the place where the Goods are to: (a) inspect their condition; (b) check whether the terms of this Rental Agreement are being complied with; and (c) exercise any of the Owner's rights under this Rental Agreement.

**2.5 Software:** If the Renter wants to acquire Software in conjunction with Goods, then the Renter must: inform the Owner when asking the Owner to rent the Goods to him; and (b) set out the price of the Software in the Details separate to the price of the Goods.

**2.6 Acquiring Software in conjunction with Goods:** If the Owner agrees to the Renters request to acquire Software in conjunction with goods, then: the Owner will acquire the Software as the Renters agent; rent instalments are calculated as if the cost of the Software forms part of the cost of the Goods; and the definition of "Goods" is taken to include Software for the purposes of clauses 2.2, 3.4, 3.5, 9.1, 9.2, 9.3, 9.4(a) and 9.6 and the definition of "Termination Amount".

### 3. RENT AND OTHER PAYMENTS

**3.1 Rent:** The Renter must pay rent for renting the Goods, at the times and in the amounts set out in the Schedule. If payment is made otherwise than personally and in cash to the Owner, payment will not be taken to have been made until the Owner receives the money in cleared funds.

**3.2 Place of payment:** All payments to be made under this Rental Agreement must be made to the Owner at the Owner's office as shown in the Schedule, or at any other place where the Owner directs the Renter or Guarantor to pay.

**3.3 Taxes:** The Schedule sets out the amount of certain Taxes that the Owner and the Renter expect will be payable in respect of the rent. The Renter must pay this amount with the rent. If the amounts set out in the Schedule for Tax differ from the amounts which are payable under law, the Renter must pay the amounts of Tax which are payable under law.

**3.4 No deductions from payments:** The Renter must not withhold any payment under this Rental Agreement or make a deduction from it for any reason including because: (a) the Goods are damaged, do not operate, or are not in the Renter's possession; (b) the Renter claims to have a set-off, counterclaim or other right against the Owner or any other person; (c) of any act, matter, thing or default referable to the maintenance or servicing of the Goods; or (d) of any Tax.

**3.5 GST:** (a) If the Owner is liable for any GST in respect of anything the Owner does, or anything the GST law deems the Owner to have done, under or in connection with this Rental Agreement, the Renter must pay to the Owner the amount of the Owner's GST liability. (b) Unless the Owner requests otherwise, the Renter must pay amounts under this clause at the same time and in the same manner as the amounts of rent, whether or not the Owner's GST liability relates to rent. (c) This clause 3.5 will not apply to the rent if the rent in the Details is specifically stated in the Details to include GST.

**3.6 Indemnities:** The Renter must keep the Owner indemnified against any loss, liability, cost or expense (including legal costs) which the Owner says that it or any officer has incurred, suffered or sustained or will incur, suffer or sustain in connection with: (a) the Owner exercising a right under this Rental Agreement; (b) the Owner doing anything which the Renter should have done under this Rental Agreement; (c) the Renter failing to comply with the terms and conditions of this Rental Agreement; (d) any Event of Default; (e) the Owner repossessing or storing the Goods; (f) the Owner owning the Goods (including the registration of the Owner's interest as owner); (g) the use and operation of the Goods; (h) a person being injured or killed or property being damaged directly or indirectly by the Goods or through their use or operation; (i) a claim for patent, design, trade mark or copyright infringement, for strict liability, or for any other reason being made against the Owner in connection with the Goods or their use or operation; (j) this Rental Agreement terminating in relation to some or all of the Goods before the end of the term; (k) the use of the Goods by the Renter for any purpose other than that stated by the Renter to the Owner; (l) any change in the rate of Tax or method of Tax collection or payment applying to the Owner; (m) any change in the rate of depreciation applying to the Goods; and (n) the Owner being a party to this Rental Agreement. Each indemnity is a continuing obligation, separate and independent from the Renter's other obligations. It continues after this Rental Agreement ends or

is terminated. It is not necessary for the Owner to incur expense or to make a payment before it enforces a right of indemnity.

**3.7 Overdue payments:** If the Renter does not pay an amount of money when it is due, the Renter must pay on demand interest on the overdue amount for the period it is unpaid, calculated daily at the rate equal to the Implicit Rate plus 2% per annum. The Owner may decide at any time to charge interest on any unpaid interest under this clause 3.7 and add it to the overdue amount so that interest accrues on the unpaid interest.

**3.8 Commission:** The Renter acknowledges that the rent that it must pay for the Goods may include amounts for any commission, fees or other remuneration that the Owner has paid or will pay on account of this Rental Agreement, including any commission payable to any broker, agent, dealer or other person who introduces the Renter to the Owner or the Owner to it. The Renter also acknowledges that the Owner may receive commission, fees or other remuneration for introducing the Renter to another person for any purpose relating to this Rental Agreement.

#### 4. INSURANCE

**4.1 Insure the Goods:** The Renter must insure, and keep insured, the Goods (noting the Owner's interest as owner of the Goods) against: (a) loss or damage to the Goods caused by fire, accident or theft; and (b) liability to third parties for bodily injury, death or damage to property and such other risks as the Owner specifies to the Renter. The Renter must make sure that the insurance company, the amount of the insurance cover, and the other provisions of the insurance policies, are all acceptable to the Owner.

**4.2 Give insurance details to the Owner:** The Renter must, whenever the Owner requests, prove to the Owner's satisfaction that the Renter is complying with its obligations under this Rental Agreement to insure the Goods and otherwise provide the Owner with any information about the insurance of the Goods.

**4.3 Keep insurance current:** The Renter must not do anything or fail to do anything that would: (a) make the insurance invalid; or (b) give the insurer justification for cancelling or avoiding an insurance policy or refusing to pay or reducing the amount payable on a claim under policy.

**4.4 No change to insurance:** The Renter must not change insurers or vary any insurance policy unless the Owner agrees in writing first.

**4.5 Exercise rights:** The Renter authorises the Owner in respect of any insurance which the Renter arranges in order to comply with the Renter's obligations under this Rental Agreement, or any claim made in respect of the Goods, either in the Owner's own name or in the Renter's name to: (a) conduct legal proceedings in respect of any insurance or claim; and (b) compromise or settle any claim including a claim made under an insurance policy. The Renter must not do the things in (a) or (b) without the Owner's prior written consent.

**4.6 Insurance of the end value:** The Renter acknowledges and agrees that the Owner may insure the end value of the Goods at the expiration or earlier termination of this Rental Agreement or enter into an end value buy-back arrangement with a third party. If the Owner does insure the Goods or enters into a buy-back arrangement and claims under any such policy or arrangement, then whether by subrogation or otherwise: (a) all references to the Owner in this Rental Agreement are to be taken to include that insurer or third party; and (b) this Rental Agreement may be enforced by that insurer or third party against the Renter. The provisions of this Rental Agreement which the insurer or third party may enforce include, but are not limited to, the provisions relating to the return of the Goods on the expiry or termination of this Rental Agreement.

#### 5. LOSS OR DAMAGE

**5.1 Goods totally damaged or lost:** The Renter must inform the Owner in writing immediately if the Goods are stolen, lost, destroyed or damaged to such an extent that the Renter or the insurer decides that repair is impractical or uneconomic.

**5.2 Consequences:** (a) The Owner is entitled to receive all amounts which are payable to the Renter by any insurer or other person because any of the things in clause 5.1 happens. If the Renter receives those amounts, the Renter holds them for and on behalf of and must forthwith pay them to the Owner. (b) The Renter must, within 7 days after any of the events in clause 5.1 happens, pay in addition to any rent or other amounts due, the greater of: (i) the Termination Amount of the affected Goods on that date; and (ii) the value of the Goods immediately prior to the happening of the clause 5.1 event, less any money that the Owner has received from the insurer or any other person because the event in clause 5.1 happened.

**5.3 Termination:** This Rental Agreement terminates in relation to the affected Goods when the Renter makes payment under clause 5.2. Once this occurs, the Owner must notify the Renter of the revised rent which is payable in respect of the Goods that are not affected by the termination.

**5.4 Refund:** If the Owner receives money from the insurer or any other person after the Renter has paid the amount due under clause 5.2, the Owner will refund to the Renter, up to the amount that the Renter paid the Owner, the amount that the Owner received less all money then owing (actually or contingently) by the Renter under this Rental Agreement.

**5.5 Partial damage:** If any of the Goods are damaged but not to the extent that clause 5.1 applies, the Renter must restore them to the condition that they were in before they were damaged.

#### 6. RENEWAL

The Renter agrees to notify the Owner in writing at least 3 months but no more than 6 months prior to the date specified as the end of the term of the Schedule that it will be returning the Goods to the Owner on that date. In the absence

of such a notice, the period of this Rental Agreement will be automatically extended for a further period of 3 months. The rent payable and all other terms and conditions of this Rental Agreement will continue unchanged.

#### 7. RETURN OF GOODS

**7.1 Return at the end of the term:** On the date specified as the end of the term in the Schedule or, if the period of this Rental Agreement is extended in accordance with clause 6, at the end of that extended period, the Renter must: (a) return the Goods to the Owner in good working order, and in good repair (fair wear and tear excepted) to a place that the Owner nominates; and (b) give the Owner any certificates of registration relating to the Goods and a signed transfer of those certificates in favour of the Owner or a person whom the Owner nominates. Once the Renter returns the Goods and has otherwise fulfilled all of its obligations under this Rental Agreement, this Rental Agreement will be at an end.

**7.2 Repossession:** If the Goods are not returned as and when required by clause 7.1, the Owner or its representative may repossess the Goods. For this purpose the Owner or its representative may enter and remain upon any premises where the Goods are or where the Owner suspects that the Goods are.

**7.3 Continuing obligation to pay:** The Renter agrees that if the Goods are not returned in accordance with clause 7.1, it remains under a continuing obligation to pay rent under this Rental Agreement and comply with the terms and conditions of this Rental Agreement until the Goods are returned. Nothing in this clause 7.3 operates as an extension or renewal of this Rental Agreement.

#### 8. DEFAULT AND REPUDIATION

**8.1 Events of Default:** The Renter and the Owner agree that any of the following events constitutes a breach by the Renter of a fundamental term of this Rental Agreement: (a) the Renter not paying any money on its due date; (b) the Renter not complying with clauses 2.3, 3 and 4; (c) the Renter dying (if a natural person) or becoming Insolvent; (d) the Renter not ensuring that the Goods are delivered within 7 days of the Goods becoming available; (e) the Renter making a false or misleading statement or representation to the Owner in a material particular; or (f) an insurance policy under which the Goods are insured being cancelled or a material claim under it being rejected due to default by the Renter.

**8.2 Repudiation and termination:** The Renter repudiates this Rental Agreement and the Owner may terminate it by notice to the Renter if: (a) an Event of Default occurs; or (b) the Renter's conduct indicates that the Renter no longer intends to be bound by this Rental Agreement.

**8.3 Termination:** If the Owner gives notice of termination to the Renter under clause 8.2, the Renter must immediately: (a) return all of the Goods to the Owner in good working order, and in good repair (fair wear and tear excepted) to the Owner's office as shown in the Schedule or such other place where the Owner directs the Renter; (b) give the Owner any certificates of registration relating to the Goods and a signed transfer of those certificates in favour of the Owner or a person whom the Owner nominates; (c) pay to the Owner the Termination Amount for all of the Goods calculated as at the day the Owner gives notice, as liquidated damages for the Owner's loss of bargain (but not for other additional amounts that the Renter may owe the Owner under clause 3.5); and (d) pay the Owner all arrears of rent, any rent due on the day the Owner gives the Renter notice and all other payments due up to and on that day including any Tax.

**8.4 Repossession:** If the Goods are not returned as and when required by clause 8.3, the Owner or its representative may repossess the Goods. For this purpose the Owner or its representative may enter and remain upon any premises where the Goods are or where the Owner suspects that the Goods are.

**8.5 Rent on non-return:** If the Renter does not return the Goods as and when required to do so by clause 8.3, the Renter must pay to the Owner, on demand, rent (calculated on a daily basis) for the period in which the Owner is not in possession of the Goods, and the Renter must otherwise comply with the terms and conditions of this Rental Agreement until the Goods are returned. Nothing in this clause 8.5 operates to effect an extension or renewal of this Rental Agreement.

**8.6 Software:** If the Owner gives a notice of termination to the Renter under clause 8.2 or the Software comes into possession of the Owner for any reason, the Renter must, to the extent to which it is legally entitled to do so, assign to the Owner or its nominee all of the Renter's right, title and interest in each of the following: (a) the Software (b) all licence agreements relating to the use of the Software; and (c) all warranties provided in relation to the Goods or the Software.

#### 9. RENTER'S ACKNOWLEDGMENTS

**9.1 Renter's acknowledgments:** The Renter acknowledges that: (a) the Owner is not the manufacturer of the Goods; (b) in choosing the Goods the Renter did not rely upon: (i) anything that the Owner may have told the Renter about the Goods; or (ii) any information that the Owner may have given the Renter about the Goods; (c) in deciding to sign this Rental Agreement the Renter did not rely upon: (i) anything that the Owner may have told the Renter about this Rental Agreement; or (ii) any information that the Owner may have given the Renter about the Renter's rights and duties under this Rental Agreement, this Rental Agreement's effect on the tax position of the Renter or this Rental Agreement's treatment for accounting purposes for the Renter; (d) the Owner may enter into this Rental Agreement as principal or agent, that this Rental Agreement may be subject to end value insurance, end value buy-back arrangements or other arrangements between the Owner and certain third parties, and that these matters may not be, and are not required to be, disclosed to the

Renter; (e) if any part of the rent relates to or is in any way connected with any services to be provided to the Goods or to the Renter by a person other than the Owner (the Service Provider) (including monitoring, installation, maintenance, repair or servicing) then: (i) the Owner will not in any way be obliged or required to provide or continue to provide those services even if the Service Provider fails for any reason to provide or continue to provide those services; (ii) the Renter will not be entitled to any abatement of the rent or any deduction, set-off or counter-claim by reason of any failure by the Service Provider nor to claim any damages or compensation whatsoever from the Owner arising out of, connected to or relating to that failure; (iii) the Renter's sole rights and remedies will be against the Service Provider and not the Owner; and (iv) the Renter must continue to pay all moneys payable to the Owner in accordance with this Rental Agreement in full on the due dates for payment; and (f) this Rental Agreement only becomes binding when the Owner has signed it even if the Renter has paid an installment of rent.

**9.2 No warranties:** Except for any warranty, representation or assurance implied by law so far as it cannot be excluded, the Owner does not give any warranty, representation or assurance as to the quality, fitness for purpose or safety of the Goods.

**9.3 No liability for others:** So far as the law allows, the Owner is not responsible for, and is not liable for, anything that may have been said to the Renter, or any information which may have been given to the Renter, about the Goods or the Rental Agreement or the Rental Agreement's effect, by a person who introduced the Owner and the Renter to each other or by the manufacturer of the Goods.

**9.4 No liability for damage:** (a) So far as the law allows, the Owner is not liable for: (i) any injury or loss that the Renter or any other person suffers; or (ii) any damage to, or loss or destruction of, property belonging to the Renter or anybody else, arising out of the possession, operation or use of the Goods or their repair or maintenance. The Renter is liable for the things in (i) and (ii). (b) In any event, so far as the law allows, the Owner's liability to the Renter is limited to: (i) repairing the Goods or paying for their repair; or (ii) replacing the Goods with the same or equivalent Goods. The Owner may choose which of (i) and (ii) applies in a particular case.

**9.5 Renter's expense:** The Renter will do at its own expense everything that it is obliged to do under this Rental Agreement or under any law. This applies even if the thing which the Renter is obliged to do is something that the Owner has asked it to do for the Owner's benefit.

## 10. GUARANTEE AND INDEMNITY

**10.1 Guarantee:** In consideration of the Owner, at the request of the Guarantor, renting the Goods to the Renter under this Rental Agreement, the Guarantor unconditionally and irrevocably guarantees to the Owner the payment by the Renter to the Owner of the Guaranteed Money.

**10.2 Default by Renter:** If the Renter defaults in payment of the Guaranteed Money, the Guarantor must pay that money on demand to the Owner.

**10.3 Principal obligations:** The Guarantor's obligations under this guarantee and indemnity are principal obligations.

**10.4 Continuing obligations:** This is a continuing guarantee and indemnity. The Guarantor's liability is absolute and unconditional and is not affected by anything which, but for this provision, might operate to relieve it of its obligations, including, without limitation: (a) any arrangement which increases the Guaranteed Money, grants any extension of time, waiver or release, or varies any terms or conditions, made or given between any of the Owner, the Renter, the Guarantor and anyone else; (b) the Guarantor, the Renter or any other person dying (if that person is a natural person) or becoming Insolvent; (c) the fact that any other person fails to become bound or ceases to be bound as surety in respect of the Guaranteed Money; (d) any failure by the Owner to give notice, or any other omission, delay or mistake on the part of the Owner; (e) the existence of any legal disability in the Renter; (f) the expiry or termination of this Rental Agreement; (g) the liability of a Guarantor being reduced or extinguished; (h) the illegality of any payment made by the Renter; or (i) the unenforceability of this Rental Agreement against another Guarantor.

**10.5 Exercise of Guarantor's rights:** Until the Guaranteed Money has been paid in full, the Guarantor may not exercise any right of subrogation to the Owner or exercise any rights, whether or not as surety, against the Renter or another Guarantor in competition with the Owner.

**10.6 Renter is wound up:** If the Guaranteed Money has not been paid in full, and the Renter is wound up, the Owner may prove for all money which the Guarantor may have paid under this guarantee and indemnity and need not apply, in discharge of the Guaranteed Money, any money which it receives.

**10.7 Indemnity:** The Guarantor unconditionally and irrevocably indemnifies the Owner on demand against any loss which the Owner may suffer because any part of the Guaranteed Money is not recoverable from the Renter or from the Guarantor, and enforcement costs and any Tax.

**10.8 Interest:** If the Guarantor does not pay an amount of money when it is due under this guarantee and indemnity, the Guarantor must pay on demand interest on the overdue amount, calculated daily at the Implicit Rate. The Owner may decide at any time to charge interest on any unpaid interest under this clause 10.8 and add it to the overdue amount so that interest accrues on the unpaid interest.

## 11. TRUSTEE PROVISIONS

**11.1 Where the Renter or the Guarantor is a trustee:** If the Renter or the Guarantor enters into this Rental Agreement as a trustee, the Renter or the Guarantor (as the case may be) acknowledges that this Rental Agreement is

binding on it both personally and in its capacity as trustee.

**11.2 The trust:** If the Renter or the Guarantor is a trustee, the Renter or the Guarantor (as the case may be) assures the Owner that: (a) it is entering into this Rental Agreement for a proper purpose of the trust; (b) it has the power and authority under the trust to enter into this Rental Agreement; and (c) it has the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for all of the liabilities that it incurs under this Rental Agreement.

## 12. NOTICES

**12.1 Notices to the Owner:** A notice to the Owner under this Rental Agreement must be in writing and: (a) left at or sent by pre-paid post to the address of the Owner shown in the Schedule; or (b) sent by facsimile to the number of the Owner shown in the Schedule.

**12.2 Notices to the Renter or the Guarantor:** A notice, demand or certificate to the Renter or the Guarantor must be: (a) left at or sent by pre-paid post to the Renter's or the Guarantor's (as the case may be) address shown in the Schedule; or (b) sent by facsimile to the Renter's or the Guarantor's (as the case may be) facsimile number shown in the Schedule.

**12.3 Time of receipt:** A notice given to a person in accordance with this Rental Agreement is treated as having been given and received: (a) if delivered, on the day of delivery if delivered before 4.00pm on a business day, otherwise on the next business day; (b) if sent by pre-paid post, on the 3rd day after the date of posting; and (c) if transmitted by facsimile and the transmission report states that it was sent in full and without error, on the day of transmission if that report states that the transmission was completed before 4.00pm on a business day, otherwise on the next business day.

## 13. GENERAL

**13.1** The Renter and the Guarantor irrevocably appoint the Owner as their attorney to do anything which should have been done by the Renter or the Guarantor under this Rental Agreement but which the Owner considers the Renter or the Guarantor have not done or have not done properly. The Owner may do these things in its own name or in the name of the Renter and Guarantor.

**13.2 Financial Information:** The Renter must give the Owner copies of the Renter's annual financial statements within 120 business days of the end of each of its financial years and promptly give the Owner any other information that the Owner asks for concerning the Renter's financial position.

**13.3 Change of address:** The Renter or the Guarantor must provide written notice to the Owner promptly if their address changes from the address shown in the Schedule.

**13.4 Time of the essence:** Time is of the essence where the obligations of the Renter under this Rental Agreement are concerned.

**13.5 Assignment by the Owner:** The Owner may assign or encumber its interest in the Goods or this Rental Agreement.

**13.6 Certificate of Owner:** The Renter and the Guarantor acknowledge that a certificate signed by an authorised officer of the Owner stating the nature and cost of rectifying a breach of or making good a failure to perform the Renter's obligations and/or stating what the Implicit Rate is and/or stating the amount outstanding by the Renter or the Guarantor as at the date set out in the certificate will be sufficient evidence of the facts set out in that certificate unless proved wrong by the Renter or the Guarantor.

**13.7 Agency:** The Renter and the Guarantor acknowledge that the Owner may

be entering into this Agreement as agent for another person (whether disclosed or otherwise) and that such other person may have or acquire property in the Goods.

**13.8 Severability:** If any provision of this Rental Agreement is or becomes invalid or unenforceable the remaining provisions of this Rental Agreement will not be affected by it and will be valid and enforceable to the extent permitted by law.

**13.9 Rights continue beyond expiry or termination:** The expiry or termination of this Rental Agreement will not affect any right or remedy that the Owner has in respect of any breach by the Renter of this Rental Agreement or any right of the Owner or obligation of the Renter which is capable of operation or performance after the expiry or termination of this Rental Agreement.

**13.10 Deferral or waiver:** The Owner may, but without being obliged to do so and provided that it does so in writing, defer or waive payment of any money due by the Renter or Guarantor under this Rental Agreement, on such conditions as the Owner sees fit.

**13.11 Authority to complete or amend:** The Owner may complete or amend any information in the Schedule if the Schedule is incomplete or inaccurate.

**13.12 Merger:** If any amount which the Renter or the Guarantor is obliged to pay under this Rental Agreement is merged in a judgment or order, that merger does not prejudice the Owner's rights under this Rental Agreement.

**13.13 Set-Off:** The Owner may set-off any money which the Owner owes to the Renter or the Guarantor against any money which is payable by the Renter or the Guarantor to the Owner where the Renter or the Guarantor (as the case may be) does not pay that money on time.

**13.14 Governing law:** This Rental Agreement is governed by the law in force in the State or Territory where the Owner's office shown in the Schedule is located and the parties submit to the non-exclusive jurisdiction of the courts that exercise jurisdiction in that State or Territory in relation to any proceedings about or in connection with this Rental Agreement.

**PRIVACY AND CREDIT INFORMATION  
PRIVACY ACT AUTHORISATION/AGREEMENTS**

In compliance with the Commonwealth Privacy Act, applicant parties to a finance application should complete and give this return to the creditor provider named below (or its agent) for the purpose of that Privacy Act.

Name of Credit Provider: PCL Finance Pty Limited. ABN 52 003 587 915)

**a) Acknowledgment of Disclosure of Credit Information to Credit Reporting Agency**

I/We acknowledge that the Privacy Act allows the above-named credit provider to give a credit reporting agency certain personal information about my/our application for finance including, but not limited to:

- Such permitted particulars about me/us which allows me/us to be identified;
- Payments which become overdue more than 60 days, and for which collection action has been commenced;
- Cheques which have been drawn by me/us that have been dishonoured more than once;
- The opinion of the above named credit provider that I/We have committed a serious credit infringement;

By virtue of this acknowledgment I/We understand that the above credit provider has informed me/us of its disclosure to a credit reporting agency of me/us and I/We so authorise such disclosures.

**b) Agreement/Authority for Credit Provider to Perform Certain Permitted Actions Concerning and Application for Finance**

- I/We agree that, if is considered relevant in assessing my/our application for personal or commercial credit, or as a guarantor of credit, the above named credit provider may obtain respectively a report on my/our credit worthiness from a commercial credit reporting agency or a report on my/our personal credit worthiness from a credit reporting agency;
- I/We agree that, if it is considered relevant to collecting my/our overdue commercial credit payments, the above named credit provider may receive a credit report concerning me/us from a credit reporting agency;
- I/We agree that the above named credit provider may give to and/or seek from any credit providers named in my/our finance application or in personal or commercial credit reports concerning me/us information about my/our personal commercial credit arrangements and credit worthiness, as permitted under the Privacy Act.

Signature of _____ (1st Director/Partner/ Individual)	Print Name _____	Date: ____/____/____
Signature of _____ (2nd Director/Partner/ Individual)	Print Name _____	Date: _____



The Manager _____	Date: ____/____/____
(name of Financial Institution)	(address of Financial Institution)

I/We (customer name in full) \_\_\_\_\_

Request you, until further notice in writing, to debit to my/our account, described in the schedule below, any amounts which the Commonwealth Bank of Australia 2901 , on behalf of, PCL Finance Pty. Limited (the Debit User). may debit or charge me/us through the Bulk Electronic Clearing System (CS2).

I/We understand and acknowledge that:

- The Financial Institution may in its absolute discretion determine the order of priority of payment by it of any moneys pursuant to this Request or any authority, or mandate.
- For all matters relating to this direct debit arrangement, including requests for deferment of debits, alteration of debit arrangements, stopping or cancelling this direct debit arrangement and disputing payments, you should contact PCL Finance Pty Limited on (02) 4226 9977
- It is your responsibility to ensure sufficient cleared funds are in your account on the date payments are to be drawn and to advise us if your account is altered, transferred or closed.
- For returned unpaid drawings we will treat the payment as if it had never been made. You will be notified of non-payment and of the alternate payment method. A fee may be applied for drawings that are returned unpaid.
- The Financial Institution may at its absolute discretion at any time by notice in writing to me/us terminate this Request as to future debits.
- The Debit User may, by prior agreement and advice to me/us, vary the amount or frequency of future debits.

**THE SCHEDULE**

(Note – Direct debiting is not available on the full range of bank accounts. If in doubt please refer to your Financial Institution.)

Title of Account _____	
Bank/State/Branch Number _____	
Account Number _____	
Customer Signature(s) _____	Print Name _____
Address of Customer _____	