



ALLEASING

CONTRACT NO:

Rental Agreement & Tax Invoice

The customer described in the Schedule agrees to rent from Alleasing Pty Limited, ABN 96 008 655 025 ('Alleasing') at the Rent set out in the Schedule, the personal property described in the Schedule ('Equipment') upon the terms and conditions set out in this Rental Agreement ('Agreement').

Schedule

Customer

Business Type (select one only)

Sole trader Proprietary Company Public Company Trust* Partnership* Incorporated Association* Govt. Body*

* If you have selected any of the shaded boxes additional information will be required. Please ask for the appropriate form for your business.

- IF YOU ARE A SOLE TRADER PLEASE WRITE YOUR FULL NAME HERE

COMPANY LEGAL NAME (AS PER ASIC IF APPLICABLE)

TRADING NAME

ABN/ACN

NATURE OF BUSINESS

WEB ADDRESS

EMAIL ADDRESS

D.O.B - SOLE TRADERS ONLY # OF YEARS ESTABLISHED

DIRECTOR / SHAREHOLDER / GUARANTOR

* D.O.B * D/L NUMBER * HOME VALUE * MORTGAGE VALUE

RESIDENTIAL ADDRESS (REQUIRED FOR SHAREHOLDERS & GUARANTORS)

SUBURB STATE POSTCODE

DIRECTOR / SHAREHOLDER / GUARANTOR

* D.O.B * D/L NUMBER * HOME VALUE * MORTGAGE VALUE

RESIDENTIAL ADDRESS (REQUIRED FOR SHAREHOLDERS & GUARANTORS)

SUBURB STATE POSTCODE

Address Details

Registered Office or Residential Address

- IF YOU ARE A SOLE TRADER PLEASE WRITE YOUR RESIDENTIAL ADDRESS HERE

REGISTERED OFFICE ADDRESS

SUBURB STATE POSTCODE

PHONE FAX

Principal Place of Business Address

- IF YOU ARE A SOLE TRADER PLEASE WRITE YOUR RESIDENTIAL ADDRESS HERE

OFFICE ADDRESS

SUBURB STATE POSTCODE

PHONE FAX

Insurance and Accountant Details

INSURANCE COMPANY

INSURANCE BROKER

POLICY NUMBER EXPIRY DATE

ACCOUNTANT

ACCOUNTANT'S EMAIL ADDRESS

ACCOUNTANT'S PHONE NUMBER ACCOUNTANT'S FAX NUMBER

Trade Reference Details

REFERENCE NAME

REFERENCE'S EMAIL ADDRESS

REFERENCE'S PHONE NUMBER REFERENCE'S FAX NUMBER

REFERENCE NAME

REFERENCE'S EMAIL ADDRESS

REFERENCE'S PHONE NUMBER REFERENCE'S FAX NUMBER

Director / Shareholder / Guarantor Details

- * Proprietary companies need to provide; 1) Name of each director 2) Name and address of each shareholder Fields marked with a '*' are required for Guarantors only.

DIRECTOR / SHAREHOLDER / GUARANTOR

* D.O.B * D/L NUMBER * HOME VALUE * MORTGAGE VALUE

RESIDENTIAL ADDRESS (REQUIRED FOR SHAREHOLDERS & GUARANTORS)

SUBURB STATE POSTCODE

Equipment

INCLUDE QUANTITY, BRAND & MANUFACTURER

EQUIPMENT LOCATION (IF DIFFERENT TO PRINCIPAL PLACE OF BUSINESS) STATE POSTCODE

Term: months from the first payment date

Rent: Monthly / Quarterly of \$ including \$ GST in advance as from the first payment date.

Fees: Documentation Fee: \$120 plus GST

Acknowledgment and Consent of Lessee for the purposes of the Privacy Act 1988 and Privacy Amendment (Private Sector) Act 2000

In this Acknowledgment and Consent the singular includes the plural and vice versa. Any reference to "information" means information that identifies me or from which my identity can be reasonably ascertained; "you" means Alleasing Pty Limited (Alleasing) ABN 96 008 655 025 and any company related to Alleasing including any subsidiaries. I have a right to access information about me handled by you. You have the right to limit access in certain circumstances. You can be contacted at your address listed on this application. You propose to collect, use and/or disclose information about me for the purposes of, primarily, providing me with finance, to be secured by a charge over my land, for an equipment lease or hire-purchase of the asset(s) identified in the application. Your purpose includes doing all things necessary to provide that finance including assessing my application, managing my account, recovering any money that I owe, and/or financing another product (currently or in the future) to me. The collection, use and disclosure by you of information about me is subject to the Privacy Act. By signing this acknowledgement, I authorise and consent to you collecting, using and disclosing information about me in the following circumstances: • to and from a credit reporting agency information in order to collect a consumer or commercial credit report about my consumer or commercial credit worthiness or financial capacity including: a) particulars about me which allow me to be identified; b) the fact that I have applied for credit and the amount c) the fact that you are a current credit provider to me; d) payments which become overdue more than 60 days, and for which collection action has commenced e) advice that payments are no longer overdue; f) cheques drawn by me for \$100 or more which have been dishonoured more than once; g) your opinion that I have committed a serious credit infringement; h) advice that credit provided to me by you has been paid or otherwise discharged. • to and from your credit providers and/or funders, in relation to the assessment of my finance application, management of my account, and collection of overdue payments. Information exchanged can include anything about my credit worthiness or credit history that credit providers are allowed to exchange under the Privacy Act. • to and from others who perform a function or service for, you, such as agents and other third parties, including introducers, debt collection/mercantile agents, archivers, valuers, solicitors or accountants, securitisers and assignees. • to and from government authorities or others to enable you to identify me and verify information that I have provided, manage repayments and protect the secured land(s) or asset(s) that you own. This may be to locate me or us or the asset(s). It may include searches of electoral roll(s), land titles, business names or ASIC, bankruptcies and court judgments, and telephone numbers. • to and from each of us and our authorised representatives and you, including my introducer, legal or financial advisers, referees, and employer. I further acknowledge that if I provide information about any other individual(s) to you, that I will ensure that he/she is made aware that you have his/her information, the purposes (and persons involved) in the collection, use and/or disclosure of the information by you, and that you can be contacted (including to access that information) on the address stated on the application. I further acknowledge that this consent will continue until the earlier of you having achieved the purposes of collection, use and/or disclosure or you having accepted in writing my revocation of it. I acknowledge that such acceptance would be subject to me having met all outstanding obligations on my finance.

Acknowledgement and Consent of Guarantor(s) By signing this acknowledgement I acknowledge and consent to the following: 1. I have read the acknowledgement and consent set out above and understand that it applies equally to me as guarantor(s). 2. I acknowledge that Alleasing may seek a credit report concerning me from a credit reporting agency and all other information as set out above for the purpose of assessing whether to accept me as a guarantor for the finance commitments of the above named Lessee(s). I agree that this agreement remains in force until the attached agreement, which I hereby guarantee, ceases.

Customer Signature

In signing this Agreement, the customer and each of the Guarantors also acknowledge, and agree with, all the provisions of the Privacy Act Acknowledgement and Consent above. The Customer and the Guarantors acknowledge having received, read and understood a copy of 'Alleasing Business Rental Terms of Agreement 10/2008' and agree to comply with the provisions thereof.

SIGN <input type="text"/>	TITLE <input type="text"/>
NAME <input type="text"/>	DATE <input type="text"/>

Who hereby warrants the he/she is authorised by COMPANY NAME to execute this agreement

WITNESS SIGNATURE <input type="text"/>	FULL NAME OF WITNESS <input type="text"/>
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Guarantors' Signature

SIGNATURE <input type="text"/>	SIGNATURE OF WITNESS <input type="text"/>
FULL NAME <input type="text"/>	FULL NAME OF WITNESS <input type="text"/>
SIGNATURE <input type="text"/>	SIGNATURE OF WITNESS <input type="text"/>
FULL NAME <input type="text"/>	FULL NAME OF WITNESS <input type="text"/>

ACCEPTED ON BEHALF OF ALLEASING PTY LIMITED	NAME <input type="text"/>	SIGN <input type="text"/>	DATE OF ACCEPTANCE <input type="text"/>
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Office Use Only

ALLEASING BUSINESS RENTAL TERMS OF AGREEMENT 10/2008

I. DEFINITIONS USED IN THIS CONTRACT

- 1.1 Reference in this document to "you" means the person or persons named in the Schedule as "Customer". If there is more than one person, it means each of you separately and both of you jointly. If you are a trustee, you are liable personally and in your position as trustee. "You" includes the lawful successors of each of you.
- 1.2 "Commencement Date" means the day on which the Equipment is delivered to the Hirer.
- 1.3 "Documentation Fee" means the fee payable by you for the preparation of documents.
- 1.4 "First Payment Date" means the first day of the first Month / Quarter after the Commencement Date.
- 1.5 "Month" means calendar month.
- 1.6 "Quarter" means each period of three months commencing on the 1 January, 1 April, 1 July, 1 October of each year.
- 1.7 "We" or "Owner" means Alleasing Pty Limited (ABN 96 008 655 025), its agents and successors.
- 1.8 Each capitalised expression has the meaning attributed to it in the Schedule.

2. LEGAL EFFECT OF THIS DOCUMENT

- 2.1 This is an important legal document. By signing this document, you agree to follow all the provisions contained in it.
- 2.2 Any provisions which are invalid in law will be ineffective but will not make the other provisions in this contract invalid.
- 2.3 By signing this document, we agree to rent the Equipment to you for the Term.
- 2.4 You agree to pay all installments of Rent and to comply with all other obligations.
- 2.5 You have not relied on any other statement, document or promise made by us or on our behalf. We are not responsible for any statement, document or promise made by a third person introducing you to this contract. You acknowledge that we are not the agent of the supplier of the Equipment, and that the supplier of the Equipment is not our agent. You acknowledge that we can make arrangements to pay commission to the person who referred you to us.
- 2.6 If you have not filled out the spaces in this contract completely we are allowed to complete it and correct any errors.
- 2.7 We may issue a certificate concerning the amount you owe us on that date, the amount of our losses up to that date, the date of the delivery of the Equipment, the value of the Equipment at a particular date, the rate of interest implicit in this contract, and we can use these certificates as proof of what they say unless you prove they are incorrect or were made in bad faith.
- 2.8 You agree that the Equipment is being rented from us wholly or mainly for a business carried on by you.
- 2.9 By signing this document you agree that the supplier of the Equipment has supplied or will supply the Equipment to us and that at all times, the Equipment rented to you remains our property. Any accessories, parts or other items supplied with or for the Equipment remain our property.
- 2.10 We are allowed to act in your name and on your behalf to take any steps necessary to protect our interests in the Equipment.
- 2.11 This contract will continue even after the end of the Term, as provided in Clause 4.4.
- 2.12 We may assign our rights under this contract either absolutely or by way of security.
- 2.13 You acknowledge that we may enter into this contract and any Rental Schedule as a principal or agent for some other person, and that the other person has or may acquire property in the Equipment.

3. DESCRIPTION OF EQUIPMENT

- 3.1 Where this contract is for specific Equipment, you agree that you have inspected the Equipment and are satisfied that it is in a suitable condition for its purposes and is accurately described in this document. Where this contract is not for specific Equipment, you are satisfied with our arrangement to get the rights to hire the Equipment to you and that it is suitable for your purposes. You agree that the description of the Equipment in this document is accurate and that you will accept the delivery of the Equipment.
- 3.2 Except for any conditions or warranties on the Equipment which we are forced to give by law, we have made no statement, warranty to promise about the condition, quality or suitability of the Equipment, the date of delivery or the Equipment, how it is to be disposed of at the end of this contract or Taxation. As far as the law allows us, we deny any express or implied statement, warranty or promise about the quality, fitness or safety of the Equipment.
- 3.3 If we are or become liable to you pursuant to any condition or warranty imposed on us by operation of law, our liability is limited to the replacement of the Equipment, the supply of equivalent Equipment, or the repair of the Equipment, whichever we think fit.

4. GENERAL OBLIGATIONS

4.1 Payment

You must continue to pay the Rent in full and on time, and perform your other obligations even if the Equipment is, for any reason, not usable, and whether or not you claim a counterclaim, set-off or other right against us or any other person. In addition to the Rent payable as stated in the Schedule, if the Commencement Date is not the First Payment Date, you must also pay Rent for the period from the Commencement Date to the First Payment Date of the amount which we advise you which will be based on a daily rate calculated as the relevant proportion of the Rent. Your obligation to pay the Rent and any other amounts payable under this contract is absolute and unconditional. Time is of the essence of your obligation in this clause. You should make all payments to our above address unless we request you by writing to send it elsewhere. You must pay interest on any money payable under this contract which is overdue at a rate two percentage points higher than the rate set by Section 2 of the Penalty Interest Rates Act (Vic). You agree to pay all the rent due on premises where the Equipment is located and if you own the premises to make all payments due on all mortgages on the premises. You must pay all charges which are charged to us in respect of the Equipment after the Equipment has been delivered to you. You agree to pay any costs which we incur in making good any breach of this contract by you or which we incur in the enforcement and protection of our rights. If any taxes or imposts including GST are imposed in respect of this contract, or if any such taxes or imposts are increased during the term of this contract, you must pay all such sums as and when demanded by us. You agree to pay the Documentation Fee and our fees for additional services requested by you from time to time.

4.2 Conduct

You must keep the Equipment in the same good condition as at the commencing date of this contract. You are not allowed to alter the Equipment unless we agree in writing. You cannot sell the Equipment or any part of it. You cannot give possession of the Equipment to anybody else, even if they pay you. You cannot transfer this contract to anyone else. You cannot attempt to give an interest in the Equipment to anyone as security for the payment of repairs or other costs. You must allow us from time to time to enter any of your properties where we believe the Equipment is for the purposes of inspecting, testing or taking repossession of it.

4.3 When the contract ends, you must:

return the Equipment to us, in good condition and with any spare parts, together with all software, manuals, computer discs and other items supplied with the Equipment, and pay for the cost of delivery. It is your responsibility to erase your data from any computers before returning the Equipment to us. You must return the Equipment to an address nominated by us within Australia

4.4 Unless you -

serve on us not less than 90 days and not more than 180 days prior to the expiration of the Term a notice that you do not wish to extend this contract; and deliver the Equipment to us the day after expiration of the

Term - this contract will be extended for consecutive 6 month periods, which will continue until one party gives the other not less than 90 days' and not more than 180 days' notice of termination. This clause applies to each fixed term extension of this contract.

4.5 Damage to Equipment

You must pay us for any loss of, damage to or destruction of the Equipment even if it is not caused by your fault. You must write to us immediately telling us of any damage to the Equipment.

4.6 Charge

Each Hirer who is a natural person hereby charges in favour of the Owner with payment of all money owing from time to time by the Hirer to the Owner all interests in any land which any of them now owns or of which he may become the owner.

4.7 You indemnify us against all claims and costs arising out of or in connection with your use of the Equipment, including its use, operation and your keeping of them, and any loss of, damage to, or destruction of the Equipment, and any loss damage or destruction caused by the Equipment.

5. CASUALTY EVENTS

5.1 If any of the Equipment is lost, stolen, or damaged beyond economic repair, you will promptly notify us and pay to us:

the sum of the amounts calculated under clauses 8.1 (other than the value of the Equipment) in so far as those amounts relate to those Equipment; and the then present value (calculated using the discount rate referred to in clause 8.1) of the residual value of those Equipment assumed by us in calculating our return at the inception of this Agreement.

5.2 Upon our receipt of such moneys:

this Agreement will terminate with respect to that Equipment; the renting of the remaining Equipment will continue at a new rent, commencing on the next occurring payment date, being the rent otherwise payable less the proportion of rent payable in respect of the Equipment which has been lost, stolen or damaged, as the case may be.

5.3 If we receive insurance proceeds in respect of the Equipment, such proceeds will be credited to you to the extent of any payment received from you under clause 5.1.

6. INSURANCE

6.1 You must take out an insurance policy in respect of the Equipment which we have approved.

6.2 You must provide us with details of the insurance and, if we require, you will give us a copy of the policy.

6.3 You must pay all the premiums.

6.4 You must follow the terms and conditions required by the insurance policy so that the insurance company will honour any claim.

7. ATTACHMENT OF EQUIPMENT TO LAND

You may only fix the Equipment to your land if it is necessary for its ordinary use but in any event you must get written consent from us before you attach the Equipment to land. The Equipment will not become fixtures of your property just because you attach it to your land. If the Equipment is fixed to land, we have the right to enter your land and you must not prevent us from exercising our rights to the Equipment. You must get written approval from us before you attempt to sell, assign or mortgage any land on which you have attached the Equipment. If your land is owned by a landlord or mortgaged you are required to get a waiver from the owner or mortgagee discharging any interest they might claim in the Equipment because it is fixed to the land.

8. TERMINATION

8.1 It is a fundamental provision of this contract that any of the following events does not occur:

- You default in payment of any Rent and continue default for 7 days; or
- You breach any of the terms of the insurance policy in relation to the Equipment; or
- We discover a false statement or omission made by you in this contract; or
- An application is made or resolution is passed to wind you up; or
- A receiver is appointed to you or any part of your assets or an administrator is appointed to you; or
- The insurance policy over the Equipment is refused or cancelled; or
- Any act which you cause or permit threatens the safety condition or safe keeping of the Equipment; or
- You cease to carry on your business or your ownership or control materially changes.

You will repudiate this contract and we may terminate it by notice to you if any of these events occurs, or if your conduct indicates that you no longer intend to be bound by this contract, and we may at any time and without notice take possession of the Equipment.

You will also be liable to pay us the sum calculated as follows ("payout amount"):

any Rent owing which you have not paid plus the present value of the Rent which is still to fall due (as liquidated damages for our loss of bargain) plus if the Equipment has not been returned to us, the value of the Equipment as though it was in good condition. The present value of an amount is calculated by applying a discount (equal to the interest rate implicit in this contract less 2%) to that amount.

You also indemnify us for any costs we incur as a result of your breach of this contract including any costs incurred by us or any financier in terminating or replacing any funding or hedging arrangements entered into by us or any financier in connection with the funding of our commitment to you under this contract.

8.2 Your liability to us under this clause does not limit any other legal action we may have against you for breach of this contract.

8.3 Upon acceptance by us of your repudiation of this contract, we will take all reasonable steps to mitigate our loss by attempting to re-hire the Equipment for the balance of the Term. We will give you credit for the amounts which we will receive from re-hiring the Equipment. Such credit (which is payable upon re-hire of the Equipment) is only payable after you have paid us the full payout amount. If the Equipment cannot be re-hired within 1 month after first being offered for re-hire, then the amount of credit will be deemed to be zero.

8.4 If you wish to terminate this contract prior to the end of the Term, you must pay us the payout amount referred to in clause 8.1 plus a sum equal to three times the monthly Rent.

9. GUARANTEE AND INDEMNITY

We, the Guarantors, jointly and severally guarantee to pay Alleasing Pty Limited ("Owner") all amounts that become owing to Owner by the Hirer on any account. We give this guarantee because Owner has agreed, at our request to enter into the Agreement. Owner may enforce this guarantee against us before exercising its right against the Hirer. This guarantee is a continuing guarantee and remains enforceable against us even if an event occurs which would otherwise have the effect of releasing us from this guarantee. By way of example only, we remain liable under this guarantee even if the terms of the Rental Agreement are changed without our consent, or Owner releases the Hirer from its obligations under the Rental Agreement, or if Owner gives the Hirer extra time to pay, or the fact that the Owner might have executed the Rental Agreement and any Rental Schedule as agent for an undisclosed principal, or an obligation under the Agreement being unenforceable for any reason.

"Rental Agreement" means the Rental Agreement to which this guarantee is attached.

Each of us charges in favour of Owner with the payment of all moneys that become owing by us to Owner all interests in any land which we now own or of which we may become the owners.

Owner may assign, absolutely or by way of security, its rights under this guarantee.

As a separate and additional obligation, the Guarantors jointly and severally covenant to Owner that they will indemnify Owner against all losses suffered by Owner as a consequent of the failure of the Hirer to comply with its obligations under the Rental Agreement.

**REQUEST AND AUTHORITY TO DEBIT THE ACCOUNT NAMED BELOW TO PAY
ALLEASING PTY LIMITED ABN 96 008 655 035**

SURNAME OR COMPANY NAME

GIVEN NAMES OR ACN/ABN	("YOU")
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Request and authorise Alleasing Pty Limited, ID number 279258 to arrange for any amount Alleasing Pty Limited may debit or charge you to be debited through 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.

Financial Institution Details

FINANCIAL INSTITUTION NAME		

ADDRESS		
SUBURB	STATE	POSTCODE

Details of Account to be Debited

ACCOUNT NAME

BSB NUMBER
ACCOUNT NUMBER

Acknowledgement

By signing this Direct Request you acknowledge having read and understood the Terms and Conditions governing the debit arrangements between you and Alleasing Pty Limited as set out in this Request and in your Direct Request Service Agreement.

x SIGNATURE	DATE		

ADDRESS	SUBURB	STATE	POSTCODE

DIRECT DEBIT REQUEST SERVICE AGREEMENT

1. Alleasing Pty Limited, ABN 96 008 655 025 ("Alleasing") as Debit User will initiate direct debit payments in a manner referred to in the Schedule.
2. Direct Debits payments will be made when due in accordance with the Terms and Conditions of your rental agreement.
3. Alleasing will not issue individual confirmation of payments made.
4. Alleasing will give the customer at least 14 days' written notice if Alleasing proposes to vary details of this arrangement, including amount and frequency of payments.
5. If the customer wishes to defer any payment or alter any of the details referred to in the Schedule, the customer must telephone Alleasing Collections Department on (03) 9536 3559, or write to Alleasing at the following address:

Alleasing Pty Limited, Collections Department, PO BOX 6199, St Kilda Road Central, Melbourne, Victoria, 8008
6. Any queries concerning debit payments or disputed debit payments must be directed to Alleasing as Debit User in the first instance. Customers should contact Alleasing' Collections Department on (03) 9536 3559.
7. Direct Debiting is not available on the full range of accounts at all financial institutions. If in doubt, the customer should check with the financial institution at which the account is held.
8. By signing this Direct Debit Request, the customer warrants and represents that he/she/they is/are duly authorised to request the debiting of payments from the account described in the schedule.
9. It is the customer's responsibility to have sufficient cleared funds available in the account to be debited to enable debit payments to be made in accordance with this Direct Debit Request.
10. If a Direct Debit payment falls due on any day, which is not a business day, the payment will be made on the business day preceding the payment date.
11. If a debit payment is returned unpaid, Alleasing reserves the right to re draw that installment at any time to clear arrears payments.
12. If a debit payment is returned unpaid, Alleasing may charge the customer a fee for each unpaid item. This can be collected via Direct Debit Payment.
13. Customers wishing to cancel this Direct Debit Request or to stop an individual debit payment must give at least 14 days written notice to the Alleasing Collections Department.
14. Except where the account or banking service terms and conditions permit disclosure, and except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed transactions or is otherwise required or permitted by law, Alleasing will keep details of the customers account and debit payments confidential.

If this contract includes insurance, please visit
<http://www.protecsure.com.au/protecsure/downloads/alleasing-direct-insurance-policy-wording.pdf>