

Terms and Conditions - Consumer

CONSUMER RS8(01/07/2012) RENTSMART SERVICING PTY LTD ABN 83 145 684 751

This agreement is comprised of:

- (a) These terms and conditions;
 - (b) Our Information Statement at Schedule 1, which tells you about some of your key rights and obligations under this agreement;
 - (c) Our Credit Guide at Schedule 2, which tells you about some of our key obligations in relation to this agreement; and
 - (d) Our Acknowledgement and Privacy Declaration at Schedule 3, which outlines how we may use your personal information in relation to this agreement.
- Each of these documents is important and you must ensure that you read and understand them prior to entering into this agreement. Please contact us prior to signing this agreement if you have any queries regarding any of these documents.

In this agreement:

You means the person or persons renting the Equipment and named as Renter on the Cover Page. If there is more than one person so named as Renter, you are bound jointly and individually (which means you are both individually responsible for all of your obligations (including the payment of Rent Instalments) under this agreement), and every reference to you will be taken to apply to you and each of you. If you, or any of you, are a trustee, you are liable both personally and in your capacity as trustee.

You includes your, and each of your, executors, administrators, successors and permitted assigns.

We and us includes our and means RentSmart Servicing Pty Limited (ABN 83 145 684 751), its successors and assigns and, acting as agent for the Principal, its successors and assigns.

Accidental Damage means unexpected or unintentional damage to property causing the impairment of use.

ACL means the Australian Consumer Law.

Administrator means The Warranty Group Australasia Pty Ltd.

Consequential Loss means any loss that is not a Direct Loss.

Consumer Credit Code means the National Credit Code located in Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).

Corporations Act means the Corporations Act 2001 (Cth).

Cover Page means the cover page to this agreement.

Direct Loss means a loss arising in the ordinary course of things as a result of Electrical or Mechanical Failure or Owner's Risk.

Discount Rate means the Overdue Rate less the figure of 2% p.a.

Electrical or Mechanical Failure means an electrical or mechanical malfunction or defect in the Equipment which prevents its intended function.

Equipment means the items specified on the Cover Page including any accessories, parts or other items which may be incorporated with the Equipment during the Term.

Initial Term means the period specified on the Cover Page.

Owner's Risk means our assumption of risks under clause 3.2 of this agreement.

Location means the usual equipment location set out on the Cover Page.

Manufacturer Warranty means the original Equipment warranty coverage provided by the manufacturer from the date of purchase of the Equipment.

Occupied means your normal place of residence or your workplace.

Overdue Rate means the rate, expressed as a percentage per annum, on which interest will accrue on overdue amounts payable under this agreement.

Party means either us or you and Parties means both us and you collectively.

Period of Cover means the original term of this agreement.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPS Law means the PPSA and any amendment made at any time to the Corporations Act or any other legislation as a consequence of the PPSA.

Principal means Perpetual Corporate Trust Ltd (ABN 99 000 341 533) as trustee for the ThinkSmart Trust (ABN 16 319 252 325). Recourse to the trustee is limited to relevant assets of the trust.

Related Agreement means each and every lease agreement, rental agreement, hiring agreement, loan agreement, funding arrangement and any other financial or credit agreement or arrangement you enter into at any time with us, or if we enter into this agreement as an agent for another person, with that person, and/or any of our or that person's Related Corporations.

Related Corporation has the meaning given to "related body corporate" in the Corporations Act, being a holding company, subsidiary or holding company subsidiary. Rental Instalment means the rental amount payable under this agreement.

Service Provider means any person other than us who may provide any goods or services relating to the Equipment or to you.

Tax means a tax, levy, impost, deduction, charge, or duty of any kind (together with any interest, fine, penalty or expense relating to it).

Term means the Initial Term plus any extension or renewal of it, or any period of holding over in accordance with the terms of this agreement.

Termination Amount means the aggregate of:

- (a) The net present value as at the date of termination of each Rent Instalment that is not yet due for payment (excluding stamp duty, GST and any part of a Rent Instalment which relates to payment for insurance and which is not a continuing expense), calculated by discounting each Rent Instalment back from the date on which it would otherwise have fallen due for payment at the Discount Rate; and
- (b) If we are unable to take possession of the Equipment, the value of the Equipment as at the date of termination, calculated by discounting back to that date the fair market value of the Equipment at the end of the Term (assuming that this agreement ran its full term) as we reasonably estimate, (at the date of termination) at the Discount Rate.

Theft means the act or instance of stealing.

Total Loss means in relation to equipment, those which we consider are uneconomical to repair or when repair costs exceed the original purchase cost or payout of your Rental Agreement.

Unrestricted Access means ability to enter or exit with no restriction. ie. unlocked premises.

Violent and Forcible Entry means visible damage at the point of entry in addition to excessive force used.

In addition to the above definitions, in this agreement: The singular includes the plural and vice versa; Includes and including are not words of limitation; any reference to:

- (1) Anything includes any part of it;
- (2) A person includes a corporation or other entity; and
- (3) Repossession or return of the Equipment includes a reference to a repossession or return of the whole or a substantial part of the Equipment. No provision of this agreement will be construed adversely to us on the grounds that we prepared this agreement or that provision; If either Party decides to exercise, or not to exercise, any rights it may have under any provision of this agreement, this does not limit or prejudice any other rights that Party may have; If any provision of this agreement contravenes the provision of any law (including, the Consumer Credit Code), this agreement is to be read as if that provision were varied to the extent necessary to comply with the law or, if necessary, omitted.

1 This agreement

- (a) If either Party waives its rights under or in relation to this agreement at any time this has no effect in relation to any other continuing or further breach or right.
- (b) This agreement:
 - (1) Replaces any previous agreement between you and us in relation to the Equipment; and
 - (2) Is governed by the laws of Western Australia.
- (c) We are not responsible for any statement or promise made by a third person introducing you to us.
- (d) If you do not complete any blanks in the Cover Page, or if you make any errors on the Cover Page, then we will contact you to complete such blanks or correct such errors.

Terms and Conditions - Consumer (cont)

- (e) We may issue notices, as reasonably required, to you or third parties (including our Related Corporations, our financial lenders, our investors, government departments and credit reporting agencies) about amounts that you owe us, dates on which the Equipment was delivered and the fair market value of the Equipment.
- (f) You must provide us with any of your financial information which is relevant to this agreement as we may reasonably require from time to time.
- (g) We may pay or receive a commission in relation to this agreement or the Equipment.
- (h) You have no option, right or obligation to purchase the Equipment. This is because this is a rental agreement and not a purchase or hire purchase agreement.
- (i) Because of the nature of our business, we may from time to time:
 - (1) Assign or otherwise deal with our rights under this agreement or to the Equipment; and
 - (2) Exercise any of our rights through any agent.
- (j) If any provision of this agreement is or becomes unenforceable then, providing this agreement can operate without that provision, that provision will be removed from this agreement without affecting the remaining provisions of this agreement.
- (k) If either Party enters this agreement as a trustee, that Party promises that:
 - (1) The trust is validly formed and any relevant trust document is valid and complies with the law;
 - (2) It is properly appointed as sole trustee of the trust and will remain so;
 - (3) It has done everything required under the terms of the trust to enter into this agreement and entering into this agreement is for a proper purpose under the terms of the trust; and
 - (4) The trust has not been terminated and the Party has a full right of indemnity from the trust assets in respect of its obligations under this agreement.

2 Commencement

- (a) We agree to rent the Equipment to you from commencement to the end of the Initial Term.
- (b) This agreement commences when you and we have signed it.
- (c) If you receive any Equipment before this agreement commences then you do so at your own risk but you must comply with clauses 8, 11 and 12 of these terms and conditions.

3 The Equipment

3.1 You agree that:

- (a) You must obtain delivery of the Equipment and arrange any necessary installation.
- (b) We will:
 - (1) Own the Equipment unencumbered; and
 - (2) Always hold all rights to and title in the Equipment.
- (c) The Equipment will:
 - (1) Remain our property; and
 - (2) Not become a fixture.

(d) Before taking delivery of the Equipment you examined the Equipment and satisfied yourself of its nature.

3.2 Despite clause 10, but subject to clauses 3.4 and 3.5, we will (at our option), during the term of this agreement, repair or replace the Equipment, or payout this agreement up to the original purchase price of the Equipment, if:

- (a) there is Accidental Damaged to the Equipment;
- (b) the Equipment is stolen from locked premises Occupied by you; or
- (c) the Equipment is damaged or declared a Total Loss due to flood, wind or other severe weather condition.

3.3 Without limiting your statutory rights (including under the ACL), regardless of the number of requests made the maximum benefit payable under clause 3.2 will not exceed the original value of the Equipment as declared on the Cover Page. The maximum benefit payable is \$25,000 regardless of the type or number of requests made pursuant to clause 3.2

3.4 We assume Owner's Risk under clause 3.2 only where:

- (a) You have taken reasonable care to prevent loss or damage to the Equipment, comply with all manufacturer recommendations in relation to operation and maintenance and keep the Equipment in a secure place.
- (b) The Equipment is in Australia, or if taken out of Australia it is for no more than 30 days and you notify us before the Equipment leaves Australia.
- (c) There are no Rent Instalments in arrears.
- (d) The salvage amount will be deducted from any payment, in the event the Equipment is retained after a Total Loss request.
- (e) A police report is obtained in the event of malicious damage, burglary or Theft.
- (f) The Equipment remains in your possession if being transported from the Location to a new permanent location Occupied by you.

3.5 Our Owner's Risk assumed under clause 3.2 will not extend to loss or damage:

- (a) to Equipment you lend or Equipment that is left at premises not Occupied by you;
- (b) due to theft of or intentional damage to the Equipment by you, or by your employees, or by anyone you live with or are related to, or by anyone who has Unrestricted Access to your premises;
- (c) through theft from premises, unless there is clear evidence of Violent and Forcible Entry;
- (d) to any Equipment left in a vehicle (unless kept out of sight in the boot) or public place;
- (e) for Consequential Loss or expense or loss you incur through loss of use of the Equipment;
- (f) for consumable items or any items which require periodic and/or frequent replacement;
- (g) to the Equipment due to existing defects, cosmetic damage, rust, corrosion, oxidation and/or insects or rodents;
- (h) caused through any use of the Equipment for which it was not designed;
- (i) caused by faulty workmanship or for repairs not approved and authorised by us;
- (j) due to Electrical or Mechanical Failure of the Equipment;
- (k) due to loss or damage of the equipment due to fire;
- (l) which occurs whilst the Equipment is being maintained, cleaned, repaired or altered;
- (m) due to radioactivity or nuclear material, war, riot or civil commotion;
- (n) due to the acquisition, repossession, or destruction of any item by order of any government, public or statutory authority;
- (o) to hand held devices, except as determined by RentSmart. For the avoidance of doubt, tablets, cameras and smartphones are covered by this agreement;
- (p) reinstallation of software or data;
- (q) loss of income or inconvenience related to a request;
- (r) any cost incurred where no valid request is identified;
- (s) loss or damage caused through computer viruses; and
- (t) any cost associated with accessing built in or fixed products or Equipment.

4 Computer Equipment

(a) The following subclauses apply where the Equipment is computer or other information technology equipment.

- (b) You are responsible for installing upon the Equipment all such enhancements or upgrades to any software or firmware that you require for your use of the Equipment
- (c) If any amount which we have paid relates to software which forms part of or is supplied for use with the Equipment, then we give you a right to possess the relevant copy of that software during the Term to the extent that we are entitled to do this, but you are responsible for ensuring that you are licensed to use that software and we do not provide you with any right to use or otherwise deal with any copyright in that software.

(d) Upon our retaking possession of the Equipment, we will give you such opportunity to download any data and delete any software from it as is reasonable in the circumstances, but we will not be liable for any loss of such data if you do not avail yourself of this reasonable opportunity. You indemnify us against any claim made by any person in relation to our possessing the Equipment when there is another person's data or software on it or our deletion of any such data or software.

(e) If the Equipment:

- (1) suffers Accidental Damage;
- (2) is damaged or declared a total loss due to flood, wind or other severe weather condition; or
- (3) is stolen from locked premises AND you make a request under this agreement as a result of such an occurrence, we will provide you with loaner equipment from the date your request commences assessment until you receive the repaired/replaced unit or the remaining monthly installments are paid out. The loaner equipment will be subject to additional terms and conditions that will be given to you with the loaner equipment.

5 Rent and Taxes

No matter what else happens, you must pay us:

- (a) Each Rent Instalment on or before the due date; and
- (b) All the Taxes payable in respect of the Rent Instalments and this agreement.

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6 Payment

- (a) You must pay all payments to us either by credit card or by direct debit or in another manner as we agree with you.
- (b) You must pay us on demand interest on any amount that is payable under this agreement but is overdue. This interest is calculated on a daily basis by applying the Overdue Rate (divided by 365) to the overdue amount until you actually pay the overdue amount and may be capitalised by us at monthly intervals. You must repay on demand any money that we reasonably incur or spend in enforcing this agreement, or protecting or recovering our rights under this agreement.
- (c) If any payment you make by direct debit is dishonoured, we may charge you a dishonour fee equivalent to any loss we reasonably suffer or costs we reasonably incur as a result of the dishonouring. In this situation, we will treat the payment as if it had never been made.
- (d) We may change any of the terms and conditions in this agreement as reasonably required, in accordance with this clause. If we change any term or condition in this agreement (including by introducing a fee or charge, varying the method by which interest is calculated or varying the frequency with which interest is debited or credited), we will give you notice in writing of the change at least 30 days before the change takes effect. If we change any term or condition of this agreement, you may, within 30 days of us providing notice to you of that change, contact us to state that you do not agree with the change. We will then contact you within 30 days of receiving such a notice to either:
- (1) state that we no longer require the change, in which case the agreement will continue unchanged; or
 - (2) state that we require the change notwithstanding that you do not agree with it, in which case you may terminate this agreement by 1 months' notice to us and the termination provisions of this agreement will apply.
- (e) If you make payments to us by direct debit or by credit card, we will take and promptly process your:
- (1) instruction to cancel your direct debit request or your credit card payment request (as the case may be); and
 - (2) complaint that a direct debit or credit card payment (as the case may be) was unauthorised or otherwise irregular. If your payment request is cancelled and you still have to make payments to us, you must still pay us the amount due in another manner prescribed under clause 6(a).

7 Delivery

You must take delivery of the Equipment within a reasonable time.

8 Use and maintenance of Equipment

- (a) You must:
- (1) Keep the Equipment in first class working order, repair and condition (fair wear and tear excepted);
 - (2) Follow all the manufacturer's instructions; and
 - (3) Notify us immediately if it is damaged, lost or destroyed.
- (b) You must further:
- (1) Keep the Equipment under your control; and
 - (2) Only allow properly qualified (or licensed) people to use it.
- (c) You must not:
- (1) Sell or attempt to sell the Equipment, give possession of it, give any interest in it, or transfer or assign this agreement to any person;
 - (2) Remove the Equipment, or permit or allow it to be removed, from the Location; or
 - (3) Make any alteration or addition to the Equipment which may adversely affect its market value, without our prior written consent.
- (d) You must let us enter any premises to inspect the Equipment, providing that we will only seek entry when reasonably necessary to enforce our rights under this agreement or in relation to the Equipment, and we must provide you with a least 2 days prior notice of our intention to do so.
- (e) You must comply with all laws at any time in force relevant to the use of the Equipment.

9 Return of Equipment

At the end of the Term, or when this agreement is terminated, you must return the Equipment and the copy of any software supplied for use with the Equipment to us:

- (a) In full;
- (b) At your own cost;
- (c) In first class condition (fair wear and tear excepted); and
- (d) With anything that belongs with it.

10 Damages on failure to return

If you fail to comply with clause 9 you must pay us a monthly rent equal to the average monthly rent during the Term until you return the Equipment in accordance with clause 9 or you pay us in accordance with clause 19 or 20.

11 Insurance

- (a) Despite clause 3, you must take out and maintain property insurance against your liability for loss or damage to the Equipment for all risks and for its replacement value and any other insurance policies as are reasonably required to insure the Equipment.
- (b) The terms of each insurance policy must bind you and protect the Principal's interests as owner of the Equipment.
- (c) You must:
- (1) Hand each policy of insurance to us or provide us with details of the insurance;
 - (2) Promptly pay all the premiums; and
 - (3) Comply with the provisions of each insurance policy.
- (d) You must not, without our prior written consent (which we will not unreasonably withhold):
- (1) Make any admission of liability; or
 - (2) Settle any claim, relating to the Equipment and any of these insurance policies.
- (e) If we arrange any insurance for you or approve any insurance:
- (1) The terms of the insurance policy may have exclusions and not necessarily cover "all risks", in which event you will be deemed to act as a self insurer for those risks not covered and the provisions of clause 11(f) will apply; and
 - (2) You are ultimately responsible for also approving that insurance and you, not we, must ensure that that insurance meets your requirements including covering the risks required to be covered under this clause 11.
- (f) We may consent in writing to you acting as a self insurer for some or all of the risks set out in clause 11(a). If any event occurs which, had you insured under clause 11(a), would have given rise to a claim under the relevant insurance policy, you must pay to us the amount that the insurer would have paid to us if you had taken out that insurance.

12 Do not attach Equipment without consent

You must not attach, fix or secure the Equipment to any land or premises unless you first obtain our written consent, which we will not unreasonably withhold. If we request it, you must provide us with consent in such form as we may reasonably require from the owner of any premises in which the Equipment is located for us to exercise our rights to the Equipment under this agreement or at law. If we reasonably require it, you must also affix notices or other markings on the Equipment to indicate our rights in the Equipment in such form and manner as we may reasonably direct.

13 We may act to protect the Equipment

We may use your name in exercising any of our rights, or in relation to any legal proceedings to:

- (a) Protect our rights in the Equipment;
- (b) Recover or compromise any claim for loss or damage under any insurance policy; or
- (c) Give effective releases and receipts for any money payable under any insurance policy.

14 Recovering possession of Equipment

- (a) We will not enter onto any part of residential premises to recover possession of the Equipment unless:
- (1) We have a Court order that authorises us to do so; or
 - (2) The occupier of the premises, after being informed of their rights, consented to us entering.
- (b) We will not recover possession of the Equipment unless we have first given you 30 days written notice that we intend to do so. However, we need not give such notice if:
- (1) We are recovering the Equipment at the end of the Term;
 - (2) We have reason to believe that you have, or intend to, dispose of the Equipment;
 - (3) We have tried to locate you without success;
 - (4) You become bankrupt; or
 - (5) We are authorised by the Court to do so.

15 PPSA

15.1 Capitalised terms used in this clause 15 have the meanings outlined in the PPS Law, unless the context otherwise requires.

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15.2 If we determine that this agreement (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, you agree to do anything (including obtaining consents, completing, signing and producing documents and supplying information) which we ask and consider necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling us to apply for any registration, complete any financing statement or give any notification in connection with the security interest; and/or
- (c) enabling us to exercise rights in connection with the security interest.

15.3 We are not required to give any notice under the PPSA (including notice of a verification statement) unless the obligation to give the notice under the PPSA cannot be excluded.

15.4 Without limiting clause 15.3, you irrevocably waive any rights you may have to receive any notices in relation to this agreement under sections 95, 118, 120, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA.

15.5 Without limiting clause 12, you must notify us as soon as you become aware of any of the following:

- (a) If any personal property which does not form part of the Equipment becomes affixed to the Equipment and is subject to a security interest in favour of a third party that has attached at the time it becomes an affixed; or
- (b) if any of the Equipment is located or situated outside Australia.

16 Appropriation

If both Parties owe each other money (whether by way of payment or, in your case, as a result of loss or damage to the Equipment), then we may deduct the amount you owe us from the amount we owe to you.

17 Renewal

(a) If you intend to return the Equipment to us on the last day of the Initial Term, you must notify us of this intention in writing 3 months before that day. If you do not do so, you will be deemed to hold over the Equipment for a period of 3 months after the end of the Initial Term, until any sooner termination of the agreement. If either Party wishes to terminate this agreement at the end of the three month holding over period, that Party may do so by giving the other Party 1 month's prior written notice. This agreement will terminate on the due date of your next Rent Instalment following after the expiry of your notice.

(b) If the Equipment is held over for any period, whether in accordance with sub-clause (a) or otherwise, you must pay the same rent at the same times as set out in this agreement and all the provisions of this agreement will continue to apply except that either Party may terminate that holding over at any time by giving the other Party 1 month's written notice.

18 Fundamental provisions

(a) If any of the following events occurs:

- (1) you become, or any action is taken to make you, bankrupt within the meaning of that word as specified in section 5(1) of the Bankruptcy Act 1966 (Cth);
 - (2) either Party's conduct indicates to the other Party that it no longer intends to be bound by this agreement;
 - (3) you complete a form incorrectly in relation to this agreement;
 - (4) the Equipment is damaged, lost or destroyed;
 - (5) you do not take delivery of the Equipment within a reasonable time;
 - (6) you fail to pay any payment due on the day it is payable and you fail to comply with a notice from us requesting payment of that overdue amount or you fail to comply with a subsequent undertaking (written or oral) given by you to us that you will remedy that default;
 - (7) you die, or become subject to any law or regulation relating to mental health or incapacity (physical or mental);
 - (8) any insurance policy in relation to the Equipment is refused, cancelled or not renewed; or
 - (9) you do, omit to do or permit or allow to be done anything that threatens the safety, condition or safe keeping of the Equipment or our rights to it.
- It is a fundamental breach of this agreement and you will be deemed to be unable or unwilling to perform your obligations under this agreement.

19 Termination

(a) If either Party fundamentally breaches this agreement as outlined in clause 18, the other Party may at any time choose to terminate this agreement:

- (1) By written notice to the other Party, effective from the date that the notice is given; or
- (2) In the case of a fundamental breach by you, by retaking possession or attempting to retake possession of the Equipment; but
- (3) We may only terminate this agreement by giving you 30 days' written notice of our intention to do so or by repossessing the Equipment in the circumstances

(b) If we terminate this agreement you must pay us the Recoverable Amount as liquidated damages. These amounts must be paid immediately where they are capable of calculation at termination, and on demand, where the amounts are not then capable of calculation, but can be calculated later.

(c) The Recoverable Amount comprises:

- (1) The total of any rent instalments and any other money that is due at that termination date that you have not paid;
- (2) The costs of any repairs we reasonably need to make to the Equipment to put it in first class working order, repair and condition (except any fair wear and tear) or our reasonable estimate of the difference between the fair market value of the Equipment and what that value would have been if it had been so repaired;
- (3) The reasonable costs of us retaking possession of it and storing it for up to 3 months, unless we sell or rent the Equipment to a third party sooner;
- (4) Interest calculated at the Overdue Rate on:
 - (i) the total of any Rent Instalments and any other money due, as referred to in paragraph (1); and
 - (ii) the costs referred to in paragraphs (2) and (3) calculated from the dates that we incurred them, until they are paid in full;
- (5) The Termination Amount in respect of the Equipment on the termination date;

and

(d) If you wish to end this agreement before the end of the term, you may do so by returning the Equipment to us. If you do, you will be liable to pay us the Recoverable Amount calculated in accordance with sub-clause (c).

20 Payment of Our Loss

(a) If the Equipment is lost or destroyed or it is so damaged as to make its repair uneconomical, we may terminate this agreement by sending you a written notice. You must then pay Our Loss, which is the aggregate of:

- (1) The total of all Rent Instalments and any other moneys then accrued due at that termination date that you have not paid together with interest on them at the Overdue Rate from their due dates for payment until they are paid in full together with any Tax, including any GST, payable in respect of that total; and
- (2) The greater of:
 - (i) The Termination Amount in respect of the Equipment on the termination date, together with an amount equal to any Tax, including any GST, payable in respect of that Termination Amount; and
 - (ii) Fair market value of the Equipment immediately prior to the happening of that damage, loss or destruction as is independently assessed; but, in calculating these amounts, where Tax has already been included in an amount, we will not add it again.

(b) You must pay us Our Loss no later than 14 days after you receive our notice.

(c) If you pay to us Our Loss, we must pay or give you credit for any insurance money or proceeds of salvage that we receive (if and when received) but only to the extent of Our Loss.

21 Consumer law

21.1 You are a consumer and in some circumstances you have rights under the ACL if the Equipment fails to meet the requirements of the consumer guarantees in the ACL. Nothing in this Plan excludes, modifies or restricts your rights under the ACL. As well as having those consumer rights, you also have rights expressly provided for under this agreement, including without limitation Owner's Risk.

21.2 Where we supply you with goods or services of a kind ordinarily acquired for personal, domestic or household purposes we may not exclude, restrict or modify the guarantees under Chapter 3 of Schedule 2 of the ACL.

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21.3 Where we supply any goods or services and an applicable law prohibits or renders void any exclusion, restriction or modification of the conditions, warranties and guarantees implied by law, but permits us to limit our liability for breach of any such condition, warranty or guarantee, then our total liability for that breach (including any Consequential Loss that you may suffer) will be limited to any one of the following as we may decide:

(a) In the case of goods:

- (1) The replacement of those goods or the supply of equivalent goods;
- (2) The repair of those goods;
- (3) The payment of the cost of replacing those goods, or of acquiring equivalent goods; or
- (4) The payment of the cost of having those goods repaired; and

(b) In the case of services:

- (1) The supply of those services again; or
- (2) The payment of the cost of having those services supplied again, and the provisions of clause 27 will continue to apply.

22 Making a request under this agreement

22.1 We have appointed the Administrator to administer and assess requests made under this agreement.

22.2 You can make a request under this agreement by contacting the Administrator online at ismart.twg.au.com.au or by phone on 1300 855 224 for assistance. In the event of any request, you must notify the Administrator immediately. If the Equipment has been damaged or stolen you must:

- (a) take all reasonable precautions to prevent further damage;
- (b) immediately inform the Police of any burglary, theft or malicious damage and help them with their inquiries; and
- (c) not undertake any repair work, other than that required to minimise loss or damage, or purchase any replacement without the prior approval of the Administrator.

22.3 RentSmart and the Administrator may require your cooperation in providing further information or documentation relating to your request. If an assessor is appointed you must cooperate with them. When a request is made the Administrator will require:

- (a) a copy of this agreement;
- (b) a police report in the case of malicious damage, burglary or Theft (this is at your cost, however will be reimbursed if the request is accepted); and
- (c) any documents or letters you have received from other people in connection with the request.

23 Risk term

Your rights in relation to Owner's Risk in this agreement will end when any of the following occur:

- (a) the risks assumed under the Owner's Risk are cancelled;
- (b) when this agreement is discharged, repaid or terminated
- (c) if the Equipment is repossessed;
- (d) when we make a Total Loss request payment under this agreement;
- (e) the maximum request benefit is reached; or
- (f) you cease to be an Australian resident.

24 GST

If any goods and services or similar tax is payable, or becomes payable, on any supply of goods or services by us under this agreement, then we may recover from you the amount of that tax, in addition to, at the same time and in the same manner as you are obliged to pay for, that supply.

25 Related Agreements

(a) If either Party breaches any term or condition of this or any Related Agreement, that Party commits a default under this and every other Related Agreement.

(b) In the event of a breach under clause 25, the Party not in breach may, in its absolute discretion, grant the Party in breach any indulgence under that Related Agreement. If the party not in breach does so, this does not prejudice any other rights or interests that Party may have under this or any Related Agreement.

26 No lien

You must not involve us in any liability or create any lien (being a security interest granted to a third party over property to secure a debt or the performance of an obligation) over the Equipment.

27 Third Party Services

If any part of the rent that you must pay us relates to any goods or services to be provided by a Service Provider then:

- (a) We are not obliged or required to provide those goods or services, even if the Service Provider fails to provide those goods or services;
- (b) You are not entitled to any abatement of the rent or any other money that you may owe us, nor to any deduction, set off or counterclaim by reason of that failure, nor to claim any damages or other compensation from us for any loss or damage you may suffer or incur, relating directly or indirectly to that failure;
- (c) Your sole rights and remedies in relation to the goods or services provided by the Service Provider will be against the Service Provider; and
- (d) You must continue to pay us, on time, all money payable to us.

28 Notice

Either Party, or their solicitors may serve any certificate, notice or demand on the other Party (subject to any law to the contrary) by delivering it or posting it to the other Party at the other Party's last known address. Alternatively, if the other Party agrees, either Party may serve a certificate, notice or demand on the other Party by facsimile or other form of electronic transmission. If either Party, or their solicitors, deliver or post a certificate, notice or demand to the other Party, it will be deemed to have been served on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later (even if it is not received). If sent by facsimile (or some other form of electronic transmission), it will be deemed to have been served on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice or other document was sent to the facsimile or other number of the addressee, whichever is the later (even if it is not received).

29 Complaints

29.1 General Complaints

(a) If you have a complaint, you should contact us promptly to let us know where you believe we have made a mistake or failed. You can do this by contacting us by:

- (1) phone on 1300 855 182 during normal business hours;
- (2) email at solutions@rentsmart.com.au; or
- (3) post at Solutions Officer, RentSmart Pty Ltd, PO Box 991, West Perth WA 6872.

(b) The process by which we will deal with any complaint you may have is outlined in our credit guide and on our website.

29.2 Owner's Risk and Extended Protection Complaints

(a) If you have a concern relating to the administration of a request made under this agreement you may ask that it be dealt with by the Supervisor or Manager directly responsible for that area, by called 1300 855 224.

(b) If Your complaint is not resolved by the Supervisor or Manager, Your complaint may then be referred to our Customer Complaints & Disputes Panel. You will receive a written response within 15 business days. You may contact our Customer Complaints & Disputes Panel by:

- (1) writing to PO Box 246 Balwyn Victoria 3103;
- (2) email at customerfeedback@au.thewg.com; or
- (3) phone on 1300 654 611.

30 Non-rental Fees and Charges

Your rental agreement constitutes a valid tax invoice, however should you ask us to prepare a separate tax invoice each month; a preparation charge of \$5 is levied per invoice produced. As per clause 6(c) of these terms and conditions, the standard dishonour fee is \$35 per instance of dishonour. These fees are subject to change. You can find out more by contacting us by:

- (1) phone on 1300 855 182 during normal business hours;
- (2) email at customerqueries@rentsmart.com.au; or
- (3) post at PO Box 991, West Perth WA 6872

Schedule 1 - Information Statement about Consumer Leases

Introduction

This is an important document that is provided by RentSmart. We must provide this document to you under the National Consumer Protection Credit Act 2009.

Things you should know about your consumer lease

This statement tells you about some of the rights and obligations of yourself and us. It does not state the terms and conditions of your lease.

THE LEASE

1. How can I get details of my lease?

We must give you a copy of your consumer lease with this statement. Both documents must be given to you within 14 days after you enter into the consumer lease, unless you already have a copy of the consumer lease. If you want another copy of your lease write to RentSmart and ask for one, alternately you may log in to your account at www.rentsmart.com.au/managementaccount. We may charge you a fee. We have to give you a copy :

- within 14 days of your written request if the contract came into existence 1 year or less before your request; or
- otherwise within 30 days.

2. What should my lease tell me?

You should read your lease carefully. Your lease should tell you about your obligations, and include information on matters such as:

- details of the goods which have been hired; and
- any amount you have to pay before the goods are delivered; and
- stamp duty and other government charges you have to pay; and
- charges you have to pay which are not included in the rental payments; and
- the amount of each rental payment; and
- the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and
- the number of rental payments; and
- the total amount of rent; and
- when you can end your lease; and
- what your obligations are (if any) when your lease ends.

This information only has to be included in your lease if it is possible to give it at the relevant times. If your lease does not tell you all these details, contact RentSmart or alternately contact our external dispute resolution scheme, or get legal advice, for example from a community legal centre or Legal Aid, as you may have rights against RentSmart.

3. Can I end my lease early?

Yes. Simply return the goods to RentSmart. The goods may be returned during ordinary business hours or at any other time you and the RentSmart agree on or the court decides.

4. What will I have to pay if I end my lease early?

The amount the lease says you have to pay. Under the RentSmart lease (Terms and Conditions) this may include the total of any rental instalments outstanding until the end of the lease period, costs of repairs, the costs of repossession and storage and interest. If RentSmart cannot take possession of the goods, fair market value of the goods may apply in addition to the amount payable.

If you have made rental payments in advance then it is possible that RentSmart might owe you money if you return the goods early.

5. Can my lease be changed by RentSmart?

Yes, but only to a limited extent - the RentSmart lease (Terms and Conditions) only allows us to make changes to the terms and conditions if required by law. In the case of increased costs as a result of a change in law, RentSmart is permitted to pass such costs on to its customers but it must give the customers 30 days advance written notice.

6. Is there anything I can do if I think that my lease is unjust?

Yes. You should talk to us. Discuss the matter and see if we can come to some arrangement. If that is not successful, you may contact our external dispute resolution scheme.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. OUR EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT:

PHONE: 1300 780 808 (9am- 5pm AEST weekdays)

WEBSITE: <http://www.fos.org.au>

POSTAL: GPO Box 3

ADDRESS: Melbourne VIC 3001 Australia

Alternatively, you can go to court. You may also wish to get legal advice, for example from a community legal centre or Legal Aid, and/or make a complaint to ASIC. ASIC can be contacted on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

THE GOODS

7. If RentSmart writes asking me where the goods are, do I have to say where they are?

Yes. You have 7 days after receiving RentSmart's request to tell us. If you do not have the goods you must give RentSmart all the information you have so they can be traced.

8. When can RentSmart or its agent come into a residence to take possession of the goods?

RentSmart can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

9. What do I do if I cannot make a rental payment?

Get in touch with RentSmart immediately. Discuss the matter and see if we can come to some arrangement.

You can ask us to change your lease in a number of ways —

- to extend the term of your lease and reduce rental payments; or
- to extend the term of your lease and delay rental payments for a set time; or
- to delay rental payments for a set time.

10. What if RentSmart and I cannot agree on a suitable arrangement?

If RentSmart refuses your request to change the rental payments, you can ask us to review this decision if you think it is wrong. If we still refuse your request, you can complain to the external dispute resolution scheme that RentSmart belongs to. Further details about this scheme are set out below in question 12.

11. Can RentSmart take action against me?

Yes, if you are in default under your lease. But the law says that you cannot be unduly harassed or threatened for rental payments. If you think you are being unduly harassed or threatened, contact your credit provider's external dispute resolution scheme or ASIC, or get legal advice.

12. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR LEASE carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT RENTSMART. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING OUR EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO RENTSMART YOU CAN CONTACT OUR EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Schedule 2 - Credit Guide for RentSmart

CREDIT GUIDE FOR RENTSMART SERVICING PTY LTD

This Credit Guide is an important document that is provided by RentSmart Servicing Pty Ltd ABN 83 145 684 751, Australian Credit Licence number 401398 ('we', 'us', or 'our'). We must provide this Credit Guide to you under the National Consumer Credit Protection Act 2009 (Cth). This document includes information about:

- some of our obligations under the National Consumer Credit Protection Act 2009 (Cth); and
- our internal and external complaints handling procedures and how these are available to you; and
- our contact details.

INSTRUCTING US

You can give us instructions by using the contact details set out at the end of this Credit Guide. Generally, you need to give us instructions in writing (e.g. fax, email or letter) or another method as agreed by us.

PROHIBITION ON ENTERING 'UNSUITABLE' CONSUMER LEASES

The National Consumer Credit Protection Act 2009 (Cth) prohibits us from entering a consumer lease with you under which you are the lessee if the lease is 'unsuitable' for you. A lease is unsuitable for you if, at the time it is entered:

- it is likely that you will be unable to comply with your financial obligations under the lease, or could only comply with substantial hardship; or
 - the lease does not meet your requirements or objectives.
- It is presumed that you could only comply with your financial obligations under a lease with substantial hardship if you have to sell your principal place of residence to comply (unless the contrary is proved). In determining whether the lease will be unsuitable, only information that satisfies both of the following requirements is to be taken into account:
- the information is about your financial situation, requirements or objectives; and
 - at the time the lease is entered:
 - we had reason to believe that the information was true; or
 - we would have had reason to believe that the information was true if we had made reasonable inquiries about you.

ASSESSING A CONSUMER LEASE AS UNSUITABLE

The National Consumer Credit Protection Act 2009 (Cth) requires us to make an assessment of the suitability of a consumer lease before entering such a lease with you (see above).

If, before entering the consumer lease, you request that we give you a copy of the assessment, we must give you a written copy of the assessment before entering the lease.

If you request a copy of the assessment within 7 years after the day the lease is entered into ('lease day'), we must give you a written copy of the assessment:

- if the request is made within 2 years of the lease day – before the end of 7 business days after the day we receive the request; and
- otherwise – before the end of 21 business days after the day we receive the request. We will not charge you a fee for providing a copy of the assessment within these time frames.

LODGING A COMPLAINT

You are entitled to inquire into, compliment us, or complain about, the services you receive from us. We have established procedures to ensure that all inquiries and complaints are properly considered and dealt with. These procedures are more fully outlined in our brochure entitled RentSmart Customer Complaints Policy which is available on the Frequently Asked Questions page of our website, or can be requested by using the contact details set out at the end of this Credit Guide.

Broadly, if you have an inquiry or complaint you wish to raise with us, you can do so in any of the following ways:

- call our hotline during normal business hours on 1300 855 182;
- write to the Solutions Officer with your feedback. Our postal address is stated below;
- email us at solutions@rentsmart.com.au; or
- visiting our website at www.rentsmart.com.au and using the feedback form on the Contact Us page.

Alternatively, in the unlikely event that we cannot resolve a complaint to your satisfaction, we are a member of the Financial Ombudsman Service whom you may contact with your complaint. The Financial Ombudsman Service provides a free independent industry dispute resolution service. The Financial Ombudsman Service's contact details are as follows:

- phone: 1300 780 808 (9am-5pm AEST weekdays)
- website: http://www.fos.org.au/centric/home_page.jsp
- address: GPO Box 3, Melbourne VIC 3001, Australia

CONTACTING US

You can contact us by:

- calling us on 1300 855 182 (during normal business hours);
- visiting our website at www.rentsmart.com.au and using the feedback form on the Contact Us page;
- writing to us at: RentSmart Servicing Pty Ltd PO Box 991 West Perth WA 6872
- emailing us at customerqueries@rentsmart.com.au; or
- faxing us on 1300 855 111.

Schedule 3 - Privacy Declaration

I/We, the Renter, agree and acknowledge the following to RentSmart and the other credit provider (if applicable) described in paragraph 1 below (collectively 'you'):

- 1 That the consumer/commercial credit applied for may be provided by the Principal, with RentSmart acting as agent for the Principal. I/we acknowledge that in such cases, RentSmart may disclose my/our personal information to the Principal for the purposes of assessing my/our application. I/we acknowledge that you may also use and disclose to your related entities my/our personal information for prudential and administrative purposes, including the management of my rental arrangement. I/we acknowledge that if we fail to provide sufficient personal information, my/our application may not be able to proceed.
- 2 That RentSmart may apply for and acquire insurance cover to allow it to assume the Owner's Risk detailed in this agreement. I/we acknowledge that in such cases, RentSmart may disclose my/our personal information to the Administrator so that they can administer any request made in relation to the Owner's Risk detailed in this agreement, including processing requests and responding to queries. The information collected is held by the Administrator and may be disclosed to the financier and/or service providers such as assessors or loss adjusters, as well as related companies.
- 3 You may give me/us documents by email and that paper documents may no longer be given. My/Our emails must be regularly checked for documents. My/ Our consent to the giving of documents by email may be withdrawn at any time.
- 4 In addition to assessing my/our application and providing your products and services to the Renter, you may, subject to privacy laws, use or disclose personal information about me/us:
 - (a) for the management of the rental arrangement and administrative purposes including research, planning, service development, security and risk management;
 - (b) where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in all or part of RentSmart's and/or the Principal's business; and
 - (c) for the investigation and prevention of fraud and unlawful activity.
- 5 Subject to privacy laws, RentSmart may use my/our contact details, including my/our e-mail address, to inform me/us of competitions, changes to fees, specific promotions and products that may be of interest to me/us (including products and promotions of RentSmart, your subsidiaries, related and associate companies). I/we are aware that if I/we do not wish to receive direct marketing materials, I/we may opt-out below or withdraw my/our contact details from RentSmart's mailing list at any time later by contacting RentSmart in the manner described in paragraph 7.
- 6 That you may:
 - (a) give information about me/us to a credit reporting agency to obtain a commercial or consumer credit report or both about me/us, and/or to allow the credit reporting agency to create or maintain a commercial or consumer credit information file or both containing information about me/us. In relation to consumer credit information files, this information is limited to:
 - Identity particulars - my/our name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers licence number;
 - The fact and amount of my/our application for credit;
 - The fact that one of you is a current credit provider to me/us;
 - Rental repayments that are overdue by more than 60 days, and for which debt collection action has started;
 - Advice that my/our rental repayments are no longer overdue in respect of any default that has been listed;
 - Information that, in the opinion of the credit provider, I/we have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my/our credit obligations); and/or
 - Dishonoured cheques - cheques drawn by me/us for \$100.00 or more that have been dishonoured more than once.
 - (b) obtain information about me/us from a business which provides information about the commercial or consumer credit worthiness or both of persons for

the purpose of assessing my/our application for consumer or commercial credit or both;

- (c) obtain a commercial or consumer credit report or both containing information about me/us from a credit reporting agency for the following purposes:
 - Assessing my/our application for commercial or consumer credit or both; and/or
 - Collecting overdue payments relating to commercial or consumer credit or both owed by me/us;
- (d) collect personal information about me/us from third parties such as those described in paragraphs 6(e) and 7; and/or
- (e) exchange information about me with each other, or with any credit provider who is named in this application or named in a commercial or consumer credit report or both issued by a credit reporting agency for any of the following purposes:
 - To assess an application by me/us for commercial or consumer credit or both;
 - To notify other credit providers of a default by me/us;
 - To exchange information with other credit providers as to the status of this rental where I am in default with other credit providers; or
 - To assess my/our commercial or consumer credit worthiness or both.

I/We understand that the information given, obtained, used or exchanged under paragraphs 6(e) and 7 can include anything about my/our credit worthiness, credit standing, credit history or credit capacity (commercial or consumer) that credit providers are allowed to exchange under the Privacy Act, or as otherwise permitted at

- 7 Subject to privacy laws, RentSmart may also share personal information with related bodies corporate and with third parties. The types of third parties to whom RentSmart may disclose personal information include:
 - (a) loan managers or similar service providers who assist RentSmart in the ongoing management and administration of my rental arrangement;
 - (b) relevant suppliers where I have requested any information in relation to products or services that RentSmart does not provide;
 - (c) other service providers including organisations that provide archival, auditing, debt collection, banking, marketing, advertising, mailhouse, delivery, call centre, technology, research, utility, professional advisory and security services;
 - (d) anyone who introduces me to RentSmart;
 - (e) government bodies including courts and tribunals;
 - (f) my/our executors, administrators, trustees, guardians or attorneys;
 - (g) my/our agents, such as financial or legal advisers; and
 - (h) my/our referees and past and present employers.

- 8 I/we acknowledge that I/we may request to access my/our personal information by using the contact details below, or any updated contact details as advised to me/us from time to time:

RentSmart
Tel: 1300 855 182
Email: customerqueries@rentsmart.com.au
Post: PO Box 991, West Perth WA 6872

I/We certify that any information we provide to you will be wholly true, accurate and not misleading and agree that you will rely on that information in dealing with my/ our consumer/commercial credit application.

Any information may be given, obtained, used or exchanged before, during or after the provision of commercial or consumer credit or both to me/us.

I/We the person or persons submitting the Privacy Declaration as the Renter, or the authorised signatory for the Renter, have read and agree to the Declarations.