

EQUIPMENT LEASE AGREEMENT

EQUIPMENT LEASE AGREEMENT dated the \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_\_

BETWEEN:

Crestrank Pty Ltd, 231 Boundary Road, Mordialloc, Victoria, 3195 (ABN 97 121 987 059) (the "lessor")

AND

The party named in Item 1 of the Schedule (the "lessee").

RECITALS:

- A. The lessor has agreed at the request of the lessee to acquire the goods and to lease the goods to the lessee.
- B. The lessor and the lessee have agreed to enter into this agreement to set out the terms and conditions of the lease of the goods.

**Definitions and interpretation**

1. (1) *Definitions*

In this lease (including the recitals) unless the contrary intention appears:

**'Balance due'** means, in respect of the goods at the relevant time, that amount which is, at that time, the sum of:

- (a) all rent and other amounts due or accrued due under this lease;
- (b) interest on the amounts in para (a) calculated in accordance with cl 7(7); and
- (c) the present value of the balance of the total rent that would have been payable during the remainder of the term but which is not then due for payment (the present value being calculated by discounting at the implicit interest rate (as determined by the lessor) in this lease)

**'Business day'** means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in the place in which any relevant act is to be or may be done;

**'Commencement date'** means the date specified in Item 2 of the Schedule;

**'Default rate'** means a rate of fifteen percent (15%) per annum;

**'Event of default'** means any of the events, omissions or occurrences specified in cl 14(1);

**'Goods'** means the computer package listed for rental on the website [www.yourshop.unilodge.com.au](http://www.yourshop.unilodge.com.au) as well as each or any replacement, altered or substitute part and all appliances, parts, components, instruments, appurtenances, accessories and other equipment which may from time to time be incorporated or installed in or attached to the goods and, except where the context otherwise requires includes any part of the goods;

**'GST'** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**'Net proceeds of sale'** means the proceeds of sale or other disposal of the goods received by the lessor under cl 17 after deducting all expenditure, including:

- (a) a sum for legal costs (on a solicitor and own client basis);
- (b) expenses incurred by the lessor in the repossession, storage and valuation of the goods;
- (c) costs and expenses of and incidental to the sale or other disposal of the goods by the lessor; and
- (d) costs and expenses of and incidental to related enforcement advice or action or both;

**'Premises'** means the address listed in Item 3 of the Schedule or any other place agreed in writing from time to time by the lessor and the lessee for the purposes of this lease;

**'Rent'** means each of the number of instalments of the amount being the rent payable under this lease and 'total rent' means the total of those instalment amounts as detailed in Item 4 of the Schedule;

**'Rent payment dates'** means the 1<sup>st</sup> day of each period commencing on the date and including the final date set out in Item 5 of the Schedule;

**'Term'** means a period commencing on the commencement date and expiring on the date set out in Item 6 of the Schedule;

**'this lease'** means the lease made on the terms and conditions set out in this agreement, as varied or supplemented from time to time; and

**'Written off'** means, in regard to the goods, damaged to an extent which in the relevant insurer's opinion renders repair impractical or uneconomic.

(2) *Interpretation*

- (a) Words importing the singular number include the plural and vice versa. Any gender includes the other genders.
- (b) A reference to any deed, agreement, licence, document or other instrument (including this lease) includes a reference to that deed, agreement, licence, document or other instrument as renewed, extended, novated, varied or substituted from time to time;
- (c) Where under or pursuant to this lease or anything done under this lease the day on or by which any act, matter or thing is to be done is not a business day such act, matter or thing may be done on the immediately succeeding business day.
- (d) Where under or pursuant to this lease or anything done under this lease the day on or by which any act, matter or thing is to be done is the 29th, 30th or 31st day of any month in which such a day does not occur, such act, matter or thing must be done on the last business day of that month.
- (e) reference to clauses are references to clauses of this lease.

(3) *Sole agreement*

Subject to cl 9(1), the covenants and provisions contained in this lease exclusively and completely state the rights of the lessee and the lessor with respect to the leasing of the goods.

This lease supersedes all negotiations and prior agreements, whether written or oral, in respect of the lessor leasing the goods, or similar goods, to the lessee.

(4) *Joint and several liability*

Where the lessee comprises more than one person, the covenants and agreements on their part contained or implied in this lease bind them jointly and each of them separately.

**Lease**

1. Subject to cl 3, on and from the commencement date the lessor shall lease to the lessee and the lessee shall take on lease from the lessor the goods for the term at the total rent and on the terms and conditions contained in this lease.

**Conditions precedent to lessor's obligations**

3. (1) *Conditions precedent*

The lessor's obligation to lease the goods to the lessee is subject to and conditional upon:

- (a) the lessee having made the payments to the lessor specified in cl 7(1) as being payable on the commencement date;
- (b) receipt by the lessor of a written acceptance of the goods from the lessee under cl 4(3); and
- (c) no event of default or event which, with the giving of notice or the lapse of time or both, would be an event of default under this lease having occurred and, having occurred, continuing to subsist.

(2) *Non-satisfaction of conditions precedent*

If the conditions precedent in cl 3(1) have not been fulfilled and fully satisfied or waived by the commencement date the lessor will be relieved of any obligation to lease the goods to the lessee under this lease. Any payment referred to in cl 3(1)(b) which has been made will be refunded by the lessor to the lessee upon request by the lessee.

**Ownership of the goods**

5. (1) *Lessor retains title to goods*

The lessor retains full title to the goods notwithstanding:

- (a) the delivery of the goods to the lessee; and
- (b) the possession and use of the goods by the lessee, subject only to the rights of the lessee as a mere bailee of the goods with a right only to use them in accordance with, and under, this lease.

(2) *No option to purchase goods*

The lessee acknowledges that no option, proviso or representation express or implied, written or oral has been made by or on behalf of the lessor to the lessee or any nominee of the lessee at any time.

**Location of the goods**

6. (1) *No unauthorised removal*

The lessee must not remove the goods from the premises (or, where the goods are a motor vehicle, the State or Territory in

which the premises are located) without the lessor's prior written consent.

(2) *Notice of location of goods*

If at any time and from time to time the lessor sends the lessee a written notice requiring the lessee:

- (a) to inform the lessor where the goods are located; or
- (b) if the goods are not in the lessee's possession, to give the lessor all information in the lessee's possession that might assist the lessor to trace the goods,

the lessee will comply with that requirement within seven (7) days

**Rent and other payments**

7. (1) *Amounts payable by the lessee*

- (a) The lessee must pay the following amounts set out in Item 7 of the Schedule:
  - (i) *Rent*: an instalment of rent on the commencement date and on each rent payment date; and
  - (ii) *Administration and Insurance as set out in Item 7 of the schedule*.
- (b) *GST*: the lessee must compensate the lessor on demand if the lessor determines that, as a direct or indirect result of the introduction of GST, or an increase in the rate of GST, the lessor's costs of complying with its obligations under this lease are increased. If the lessor reasonably determines that the lessor is liable to pay GST on a supply made in connection with this lease and certifies that the lessor has not priced the supply to include GST or an increase in the rate of GST, the lessee must pay to the lessor an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate or such increase.
- (c) *Use and repair of goods*: the lessee must pay all repair and operating expenses in respect of the goods fair wear and tear excluded.

(2) *Lessor may make payments*

If the lessee fails to pay any outgoing referred to in cl 7(1)(b), 7(1)(d) or 7(1)(e) by its due date for payment the lessor may, at its discretion, pay the outgoing. In that case, the lessee must on demand reimburse the lessor for the amount paid.

(3) *Lessor may agree to defer payments*

If at any time and from time to time the lessee fails to pay any amount due to the lessor under this lease by its due date for payment, the lessor may agree with the lessee, in writing, to defer payment of all or part of that amount to a specified date.

(4) *Enforcement costs and expenses*

The lessee must on demand reimburse the lessor for all costs, charges, expenses, fees, disbursements (including all reasonable legal costs on a solicitor and own client basis) paid or incurred by the lessor or incidental to:

- (a) any breach, default or repudiation of this lease by the lessee (including the fees of all professional consultants properly incurred by the lessor in consequence of, or in connection with, any such breach, default or repudiation; and
- (b) the exercise or attempted exercise of any right, power, privilege, authority or remedy of the lessor under or by virtue of this lease, including all amounts incurred in repossessing the goods from the lessee under the terms of this lease and in enforcing this lease generally.

(5) *Method of payment*

The lessee must make all payments to the lessor free from all deductions and offsets via direct debt.

(6) *Allocation of payments*

Where the lessee has a payment obligation to the lessor under an agreement in addition to this lease and makes a payment to the lessor without clearly specifying which obligation is to be satisfied by that payment, the lessor will apply that payment first to the obligation which became, or will become, due first.

(7) *Interest on overdue payments*

Where any, or any part of any, rent or other money payable by the lessee under this lease is not paid to the lessor in the manner required by cl 7(5) on or before its due date for payment, default interest will be payable on the outstanding amount.

Default interest will be calculated at the default rate for the

period for which such outstanding amount is overdue.

(8) *Net lease*

- (a) This lease is a net lease. Accordingly, the lessee acknowledges and agrees that the lessee's obligation to make all payments due under this lease and the rights of the lessor in and to such payment is absolute and unconditional. Such money will continue to be payable in all events in the manner and at the time provided, unless the lessee's obligation in respect of it has been terminated under an express provision of this lease.
- (b) Without limiting the generality of cl 7(8)(a), the lessee must continue to make all payments due from the lessee under this lease in respect of rent or otherwise in the event of damage to, or destruction of, the goods unless this lease is terminated pursuant to cl 11(3)(a).
- (c) Notwithstanding any term whether express or implied in this lease or any rule of law or course of conduct to the contrary, payments will not be subject to any abatement, reduction, set-off, defence, counter-claim or recoupment of any kind whatsoever.

**Representations and warranties**

8. (1) *Lessee's representations and warranties*

The lessee represents and warrants to the lessor that:

- (a) *No existing default*: except as disclosed in writing to the lessor and dispensed with in writing by the lessor, the lessee is not in default or difficulty under any deed, agreement or other document or obligation to which it is a party or by which it is bound, or in respect of any financial commitment or obligation (including obligations under guarantees or other contingent liabilities), which default or difficulty is reasonably likely to adversely affect the ability of the lessee to comply with its obligations under this lease;

(2) *Deemed repetition*

The representations and warranties set out in cl 8(1) shall survive the execution of this lease and will be deemed to be repeated (updated as appropriate) on each rent payment date and on the date of payment of other money under or pursuant to this lease.

**Exclusion of liability**

9. (1) *Non-excludable terms and conditions*

- (a) If the goods have a value or are of a kind ordinarily acquired for personal, domestic or household use or consumption such as to attract to this lease the operation of the provisions of the Trade Practices Act 1974 (Cth) or Part IV of the Goods Act 1958 (Vic) or any comparable legislation of any other State or Territory, certain conditions and warranties will be implied into this lease and rights and remedies conferred upon the lessee with respect to the goods which cannot be excluded, restricted or modified by agreement (the "non-excludable terms").
- (b) If there are any non-excludable terms in this lease, the provisions of cl 9(2) will apply to them.
- (c) The lessee acknowledges that with respect to any non-excludable terms, the lessor's liability is, where permitted, limited to replacement (or the cost of replacement) of the goods, the supply (or the cost of supply) of equivalent goods or the repair (or the cost of repair) of the goods.

**Covenants regarding possession and use of the goods**

10. (1) *Condition of goods*

The lessee must at all times keep and maintain the goods properly serviced, in proper working order and condition and in good and substantial repair, fair wear and tear excluded.

(2) *Use of goods*

The lessee must only operate and maintain the goods in accordance with recognised methods and standards for goods of their type and by appropriate methods and standards of operation. Without limiting the generality of this cl 10(2), the lessee must comply in all respects with the instructions and recommendations of the manufacturer or other supplier relating to the goods and to their use, in particular where any failure in compliance would limit the obligations of that person to the lessor or the lessee under any statute, agreement or otherwise.

- (3) *Replacement parts*
- (a) Subject to the lessee's rights and obligations under cl 11(3), the lessee must with reasonable promptness replace all parts which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or permanently rendered unfit for use by damage or obsolescence.
  - (b) All replacement parts will be the property of the lessor. The lessee must ensure that all replacement parts are free and clear of all liens and rights of others, except for rights of the lessee under this lease. The lessee must also ensure that all replacement parts have a value and utility at least equal to the parts replaced, assuming such replaced parts were in the condition and repair required to be maintained by this lease.
  - (c) The lessee must not, without the prior written consent of the lessor, make any replacement, alteration or addition of any nature which may lead to a material reduction in the value of the goods.
  - (d) In this clause, "parts" means any and all appliances, parts, instruments, appurtenances, accessories and other equipment of whatever nature constituting part of the goods or which may from time to time be incorporated or installed in, or attached to, the goods.
- (4) *Compliance with safety rules*  
The lessee must comply in all respects with all applicable laws, regulations, requirements and rules reasonably necessary for the safe and lawful operation of the goods.
- (5) *Repair of goods*  
The lessor may serve on the lessee a notice in writing of any defect or deficiency in the goods or their operation or both (whether that defect or deficiency comes to the lessor's attention in the course of any inspection under cl 10(5) or otherwise) requiring repair or replacement for which the lessee is responsible under this lease. The notice may require the lessee within a reasonable time (as specified in the notice) to repair the goods or make good the defect or deficiency.
- (6) *Lessor may remedy*  
If the lessee fails to carry out the requirements under this cl 10, it will be lawful but not obligatory for the lessor to enter into the premises with workmen and others and all necessary materials for the purpose of carrying out those requirements and ensuring that the value of the goods is not adversely affected.
- (7) *The goods as fixtures to land*  
The lessee must not at any time attach, affix or secure the goods to land without the prior written consent of the lessor.
- (8) *Notification of lessor's ownership of the goods*  
The lessee must notify any person seizing the goods of the ownership of the lessor and must give immediate written notice to the lessor of such seizure.
- (9) *No dealings with goods*  
The lessee must not without the lessor's prior written consent:
- (a) agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the goods; or
  - (b) conceal or alter the goods or make any addition to the goods except as required pursuant to this clause 10.

#### **Indemnities**

##### 11. (1) *Goods used at lessee's risk*

The lessee agrees to use, operate and possess the goods at the lessee's risk. The lessee agrees that the lessor will have no responsibility or liability for any loss or damage to any property of the lessee. To the full extent permitted by law, the lessee releases and discharges the lessor and its agents and employees from:

- (a) all claims and demands on the lessor; and
- (b) any loss or damage whatsoever and whenever caused to the lessee or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss or otherwise,

arising directly or indirectly from or incidental to a breakdown of, or defect in, the goods or any accident to or involving the goods or their use, operation, repair, maintenance or storage (whether occasioned by the negligence of the lessor or otherwise) or

which may otherwise be suffered or sustained in, upon or near the goods.

##### (2) *Indemnity against other costs and liabilities*

The lessee assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless the lessor and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise (including court costs and legal fees reasonably incurred) and of whatsoever kind and nature (including claims based upon strict liability in tort):

- (a) arising out of or alleged to arise out of the possession, use, storage, or operation of the goods, and by whomsoever used or operated (except where used by the lessor or any person on behalf of the lessor); or
- (b) incurred by the lessor in respect of any loss of the goods by distress, execution or other legal process of the goods; or
- (c) arising out of any claim for patent, trademark or copyright infringement, for strict liability, or for any other reason being made against the lessor in connection with the goods or their operation.

##### (3) *Survival of indemnities*

The indemnities and assumptions of liability contained in cl 12(1) and cl 12(2) will continue in full force and effect notwithstanding the termination of this lease, whether by expiration of time or otherwise, as to any act or omission relating to the goods occurring during the continuance of this lease which at any time is claimed to have created a cause of action against the lessor or assumption of liability by the lessee.

#### **Voluntary return of the goods**

12. The lessee has the right to terminate this lease at any time during the term. The lessee may exercise this right by:

- (a) serving a notice on the lessor stating that the lessee wishes to terminate this lease;
- (b) returning the goods, at the lessee's expense, appropriately protected and in the condition required by cl 10(1), to the lessor at the return address during ordinary business hours or at such other time as may be agreed between the lessor and the lessee or fixed by a Court on the application of the lessee; and
- (c) paying to the lessor the balance due in respect of the goods as at that date.

Where this lease is terminated on a day which is not a rent payment date, the lessor will refund to the lessee a pro rata portion of the current periods rent.

#### **Default and termination**

##### 13. (1) *Events of default*

Each of the following events is an event of default, namely:

- (d) if the lessee fails to pay rent or other money payable under this lease on the due date for payment and such failure continues for more than five (5) business days;
- (e) if the lessee fails to perform or observe any of the covenants or provisions of this lease on the part of the lessee to be performed or observed (other than a failure of the type contemplated by cl 14(1)(a) and (if capable of remedy) such default continues for more than ten (10) business days (or such longer period as the lessor in its absolute discretion permits) after notice from the lessor requiring the lessee to remedy the same;
- (f) if the lessor ascertains that the lessee has made any false, inaccurate or misleading statement having a material effect in relation to the making of this lease or any related or collateral document;
- (g) if any application for the bankruptcy of the lessee is presented and the lessee cannot within ten (10) business days reasonably satisfy the lessor that the application is frivolous or vexatious;
- (h) if any execution or other process of any court or authority is issued against or levied upon the goods (other than as a result of any act or omission on the part of the lessor);
- (i) if the lessee suspends payment of its debts generally;

- or
- (j) if the goods are abandoned or condemned or are seized or appropriated by any lawful authority and not released within twenty-one (21) days or are attached, sequestrated, impounded or restrained upon and not released within twenty-one (21) days unless such an event results in termination of this lease under cl 11(3).
- (2) *Consequences of default*  
If an event of default occurs, the lessor may at its option:
- (a) *Enforce performance*: by proceeding by appropriate court action, either at law or in equity, enforce performance by the lessee of the applicable terms and provisions of this lease or recover damages for the breach concerned; or
- (b) *Termination*: terminate this lease and the lessee's right to possession of the goods by notice in writing to the lessee. Upon service of such notice all rights of the lessee to or in the use of the goods will terminate and the lessor may, directly or by its agent take possession of the goods. The lessor will, upon taking possession of the goods, hold, possess and enjoy the goods free from any right of the lessee or its successors or assigns to use the goods for any purpose.
- (3) *Events constituting fundamental breach*
- (a) It is expressly agreed and declared by the lessee and the lessor that the obligations of the lessee under the following clauses are essential and fundamental terms of this lease such that failure to comply with them will constitute a repudiation of this lease entitling the lessor to accept such repudiation: cl 7, cl 10, cl 11(1), cl 12 and cl 18. The lessee further agrees that should any event of default occur, its occurrence will be a breach of an essential and fundamental provision of this lease by the lessee amounting to a repudiation by the lessee of this lease.
- (b) The presence of cl 14(3)(a) does not mean, and will not be construed as meaning, that there are no other terms and conditions which are fundamental and essential terms and conditions of this lease.
- (c) If the lessor terminates this lease following any such repudiation by the lessee then without prejudice to any other right or remedy available to the lessor it is expressly agreed and declared that the lessor shall be entitled to recover from the lessee by way of liquidated and ascertained damages for such breach the aggregate amount determined under cl 15(2).

#### **Amounts due upon expiry and early termination**

14. (1) *Expiry*  
Upon expiry of the term, the lessee must pay to the lessor:
- (a) the balance due (if any); and
- (b) upon demand by the lessor, the amount (if any) by which the residual value exceeds the net proceeds of sale.
- (2) *Early termination*  
Upon early termination of this lease under cl 13, cl 14(2) or cl 14(3), the lessor:
- (a) will be entitled to retain all rent and other money previously paid by the lessee to the lessor under this lease;

#### **Return of goods**

15. (1) *Redelivery of goods by the lessee*  
Upon the expiry of the term or early termination of this lease (other than a termination pursuant to cl 11(3)), the lessee must immediately deliver the goods, at the lessee's expense appropriately protected and in the condition required by cl 10(1), to the return address.
- (2) [The RTA wouldn't allow this breakin.](#)
- (3) *Repossession from premises used for residential purposes*  
Notwithstanding the provisions of cl 16(2), neither the lessor or any employee of the lessor nor any agent of the lessor, will enter any part of premises used for residential purposes for the purpose of taking possession of the goods unless:
- (a) a Court has authorised the entry; or
- (b) the occupier of the premises has, after being informed in writing of the provisions of s 91 of the Consumer Credit Code, consented in writing to the entry.

#### **General**

16. (1) *Acceptance of rent after default or repudiation*  
Acceptance of any payment of rent by the lessor:
- (a) within sixty (60) days after the lessor has become aware of an event of default or an event constituting a repudiation of this lease by the lessee; or
- (b) more than sixty (60) days after the lessor has become aware of an event of default or an event constituting a repudiation of this lease by the lessee where rent has been accepted by the lessor expressly without prejudice to its rights and remedies in respect of that event of default or that repudiation,
- will be without prejudice to the exercise by the lessor of the powers conferred upon the lessor by this lease. Such acceptance will not operate as an election by the lessor either to exercise or not to exercise any of the lessor's rights, powers or privileges under this lease.
- (2) *Quiet enjoyment*  
If the lessee pays the rent and all other money payable under this lease and duly and punctually performs all of its other obligations under this lease, the lessee may peaceably possess and enjoy the goods during the term without any interruption or disturbance from the lessor or any other person or person lawfully claiming by, from or under the lessor.
- (3) *Lessee's risk*  
Whenever the lessee is obliged or required under this lease to do or effect any act, matter or thing, then the doing of such act, matter or thing will, unless this lease otherwise expressly provides, be at the sole risk and expense of the lessee.
- (4) *Non-merger*  
None of the terms or conditions of this lease, nor any act, matter or thing done under or by virtue of, or in connection with, this lease will operate as a merger of any of the rights and remedies of the lessor in or under this lease or otherwise. All such rights and remedies of the lessor will continue in full force and effect.
- (5) *Statutes not to abrogate lease*  
Unless application is mandatory by law, no statute, ordinance, proclamation, order, regulation or moratorium present or future will apply to this lease so as to abrogate, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to the lessor under this lease.
- (7) *Assignments*  
The lessor may at any time assign, charge or otherwise deal with the goods or its right, title and interest pursuant to this lease. The lessee must not assign or charge this lease or any of its rights or obligations under this lease without the prior written consent of the lessor.
- (8) *Statement by lessor*  
A statement in writing signed by a director, secretary, or officer of the lessor whose title includes the word "manager" stating the amount due or owing by the lessee to the lessor, the identity of the goods, or any other act, matter or thing arising under this lease as at any date or dates set out in that statement will be prima facie evidence of the facts so stated.
- (9) *Severability and survival of covenants*  
If any provision of this lease is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect. Any void or unenforceable provision will be replaced forthwith by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for the lessor and the lessee as the unlawful or unenforceable provision was intended to achieve. All obligations of the lessee under this lease will survive the expiration or termination of this lease to the extent required for their full observance and performance.
- (10) *No waiver*
- (a) Time is of the essence of this lease. However, no failure or delay on the part of the lessor to exercise any power or right under this lease will operate as a waiver of that power or right. Nor will any single or partial exercise of any power or right under this lease preclude any other or further exercise of that power or right.
- (b) The lessor may, at its discretion, at any time and from time to time waive compliance by the lessee with any requirement including (without limitation) the

requirement to pay an amount payable under this lease. However, the lessor will only be taken to have waived any power or right under this lease, including (without limitation) any right in respect of any event of default, to the extent that the right or power has been expressly waived in writing by a director, secretary or other officer of the lessor whose title includes the word "manager", irrespective of any previous waiver of any other breach of the same or any other covenant or provision of this lease or any other agreement.

(11) *Lessee's omissions*

If the lessee omits or neglects or fails to pay any money or to perform any of its obligations under this lease then on each occasion the lessor may at its discretion pay such money or perform such obligation (but without prejudice to any other right or remedy of the lessor by reason of such neglect or failure) as if it were the lessee. Without prejudice to the rights, powers and remedies of the lessor otherwise under this lease, the lessee must on demand reimburse the lessor all money, costs, charges and expenses paid or incurred by the lessor in connection with the making of such payment or the performance of such obligation.

(12) *Further assurances*

The lessee must at its expense do any further act and execute any further document which the lessor may reasonably request in order to protect the lessor's title to the goods and the lessor's rights, powers and remedies under this lease.

(13) *Notices*

Any notice or demand to be given under or in relation to this lease will be deemed to be duly given or made if it is in writing

and:

- (a) in the case of the lessee, by:
  - (i) delivering it to the lessee personally or
  - (ii) leaving it at, or sending it by prepaid post, telex, facsimile or similar facility to the address of the place of residence or business of the lessee last known to the lessor; and
- (b) in the case of the lessor, by:
  - (i) leaving it at the registered office of the lessor with an officer of the lessor; or
  - (ii) sending it by post, telex, facsimile or similar electronic facility to the lessor's registered office.

(14) *Consumer Credit Code*

No provision of this lease will be construed in such a manner that:

- (a) it or the resulting interpretation seeks to avoid or modify the effect of any provision of the Consumer Credit Code or any regulations made thereunder; or
- (b) it results in any obligation on the lessee to indemnify the lessor for any loss or liability arising under the Consumer Credit Code.

(15) *Governing law and submission to jurisdiction*

This lease will be construed in accordance with the law of the State or Territory in which it is executed by the lessee and the law of such State or Territory will be the proper law of the contract. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals therefrom.

IN WITNESS whereof the lessee and the lessor have executed this lease on the day set out above.

Signed by the lessee in the presence of the witness.

.....  
Lessee

.....  
Witness

Signed by the lessor in the presence of the witness.

.....  
Lessor

.....  
Witness

## SCHEDULE

1. Lessee
2. Commencement Date
3. Premises / Location
4. Rent
  - a. Number of Instalments –
  - b. Amount of each Instalments –
  - c. Total of all Instalments –
5. Rent Payment Date
  - a. Frequency of payments –
  - b. Commencement of Rental –
  - c. Final rental payment date –
6. Term
7. Rental and other costs
  - a. Administration and insurance - \$30
  - b. Thirty day's rental in advance –
8. Method of Payment  
Direct Debit