

# CLASSIC LEASE

## EQUIPMENT LEASE AGREEMENT FOR BUSINESS PURPOSES

CONTRACT NUMBER

REQUEST NUMBER

<b>1</b>	<p><b>LESSEE</b> Name/Company (Full name and address)/ The address stated is also delivery location and location of the Equipment unless otherwise indicated.)</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Telephone</p> <p>Email</p> <p>Australian Business Number (ABN)</p>	<p><b>SUPPLIER</b> of the equipment (Name and ABN)</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
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<b>2</b>	<p><b>EQUIPMENT</b></p> <table border="1"> <tr><td style="width: 80%;"></td><td style="width: 20%; text-align: center;">Qty.</td></tr> <tr><td></td><td style="text-align: center;">Qty.</td></tr> <tr><td></td><td style="text-align: center;">Qty.</td></tr> <tr><td></td><td style="text-align: center;">Qty.</td></tr> </table>		Qty.		Qty.		Qty.		Qty.	<table border="1"> <tr> <td>MONTHLY RENTAL PAYMENT (EXC. GST) Due on the 1st of the Quarter/ of the Month in advance</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>FIXED LEASE TERM</td> <td style="text-align: right;">MONTHS</td> </tr> <tr> <td>DOCUMENTATION FEE (EXC. GST)</td> <td style="text-align: right;">\$</td> </tr> </table> <p><small>All amounts plus applicable GST.</small></p>	MONTHLY RENTAL PAYMENT (EXC. GST) Due on the 1st of the Quarter/ of the Month in advance	\$	FIXED LEASE TERM	MONTHS	DOCUMENTATION FEE (EXC. GST)	\$
	Qty.															
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MONTHLY RENTAL PAYMENT (EXC. GST) Due on the 1st of the Quarter/ of the Month in advance	\$															
FIXED LEASE TERM	MONTHS															
DOCUMENTATION FEE (EXC. GST)	\$															

<p><b>3</b> This equipment lease agreement ("Agreement") is entered into by the lessee stated above ("Lessee") and GC LEASING SYDNEY PTY LTD, ABN 27 615 226 045 ("Lessor").</p> <p>The <b>fixed lease term ("Lease Term")</b> begins on the first day of the calendar quarter following the date of delivery of the Equipment, or the first day of the month, if monthly Rental Payments have been agreed upon. Should the Equipment be <b>delivered earlier</b>, the Lessee must pay 1/30 of the monthly Rental Payment for every day between the date of delivery and the beginning of the Lease Term.</p> <p>The Lease Term will be <b>automatically extended</b> by a <b>6 months</b> period ("Further Lease Term"), <b>unless</b> either party gives written <b>notice of termination</b> to the other party at least 3 months before the end of the Lease Term or before the end of the Further Lease Term, see 1.6 of the Terms and Conditions of Lease Agreement ("T&amp;C"). At the <b>end</b> of the Lease Term or Further Lease Term, if</p>	<p>applicable, the Lessee must within <b>14 days</b> deliver the Equipment to the Lessor's office mentioned below or to the one situated nearest to the Lessee, see 4.5 of the T&amp;C.</p> <p>After delivery, the Lessee bears the risk of damage and loss of the Equipment and for claims for injury, loss or damage caused by the Equipment. The Lessee must <b>insure</b> the Equipment with a reputable insurer. In the absence of evidence of the Lessee's insurance the Lessor shall be entitled but not obliged to insure the Equipment through the Lessor's own insurance provider and in this case charge the expenses to the Lessee, see 7 of the T&amp;C.</p> <p>The Lessee agrees that all payments under this Agreement shall be paid to the Lessor by <b>Direct Debit</b>. For any other payment methods the Lessor may charge an amount of \$ 12.00 exc. GST for each payment. If Rental Payments are paid on a monthly rather than a quarterly basis the Lessor may charge an additional amount of 1.5% for each</p>	<p>monthly Rental Payment to cover the increased costs of administration, see 2.2 of the T&amp;C.</p> <p>The Lessor may charge \$ 40.00 exc. GST for each event of <b>late or non-payment</b> of any sum due to the Lessor by the Lessee, see 2.3 of the T&amp;C.</p> <p>I/we hereby request the following <b>special conditions, which amend the provisions of this Agreement</b> (if applicable, include reference to separate enclosure):</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>No other <b>collateral agreements</b> have been made. The Supplier or third parties are not authorised to represent the Lessor.</p>
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**3** **DECLARATION BY LESSEE FOR EXEMPTION RELATING TO BUSINESSES**

Section 13(5) National Credit Code: I/We declare that the credit to be provided to me/ us by the credit provider is to be applied wholly or predominantly for

- ... business purposes; or
- ... investment purposes other than investment in residential property.

**IMPORTANT** You should **only** sign this declaration if this loan is wholly or predominantly for:

- ... business purposes; or
- ... investment purposes other than investment in residential property.

By signing this declaration you may **lose** your protection under the National Credit Code.

**OUR ACCEPTANCE** By signing this Agreement you offer to lease the Equipment subject to the Terms and Conditions of Lease Agreement set out below, whereby your offer will remain open for us to accept for a **4 week** period from the date on which you signed this document; confirm that the information stated above is accurate and was fully completed by you when you signed and acknowledge that you selected the Equipment and have read clause 2 of the Terms and Conditions of Lease Agreement in particular, and agree it is reasonable.

**TERMS AND CONDITIONS OF LEASE AGREEMENT PAGE 2 AND 3**

Name and Position of authorised Person
X
Date, Signature of authorised Person

Name and Position of authorised Person
X
Date, Signature of authorised Person

ACCEPTED FOR AND ON BEHALF OF

GC LEASING SYDNEY PTY LTD

# TERMS AND CONDITIONS OF LEASE AGREEMENT

## 1. AGREEMENT

Upon acceptance of the offer to lease by the Lessor (hereinafter also referred to as us/we / our), the Lessee (hereinafter also referred to as you /your) agrees to lease the Equipment for the fixed Lease Term ("Lease Term") specified overleaf subject to these Terms and Conditions of Lease ("Agreement"). The Agreement will continue after the end of the Lease Term for a Further Lease Term period under clause 1.6 at the same Rental Payment rate and payment frequency, unless terminated by either one of us in accordance with the terms of this Agreement.

1.1 This document contains the entire Agreement between us. Any variation must be confirmed in writing by both you and us.

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

1.3 If the Lessee is two or more persons you will each be jointly and severally liable.

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

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

1.6 This Agreement will be automatically extended by a 6 month period ("Further Lease Term"). You may terminate the Agreement by giving us written notice at least three months before the end of the Lease Term or the Further Lease Term.

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

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

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

## 2. PAYMENTS

2.1 Punctual payment of the Rental Payments as set out overleaf by their due date and any other monies which may become due is of the essence under this Agreement. GST at the prevailing rate must also be paid by you. You must continue to pay the Rental Payments or any other monies due even if the Equipment becomes unusable for any reason, unless this was caused by us.

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

2.3 We will charge you \$40.00 exc. GST for each event of late or non-payment of any sum due to us by you. You must also pay any expenses, costs, and charges incurred in finding you, the Equipment, or taking the Equipment back, or for any visit we make to your premises to find out why you have not paid.

2.4 You must pay to us interest at a rate prescribed in Rule 36.7 of the Uniform Civil Procedure Rules 2005 (NSW) on all monies not paid on time under this Agreement, from the date the payment was due until the day we receive it.

## 3. THE SUPPLIER AND EQUIPMENT

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

3.2 To the extent permitted by law all conditions, warranties or consumer guarantees (whether express or implied by statute or common law or arising from conduct or by previous course of dealing or trade custom or trade usage or otherwise) as to the Equipment, including but not limited to its quality or fitness for any particular purpose (even if that purpose is made known expressly or by implication to you) are hereby expressly excluded. Nothing in this Agreement excludes, restricts or modifies the application of Part 3-2 Div. 1 of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("ACL"). To the fullest extent permitted by law, our liability for any breach of a consumer guarantee implied by the ACL (and which cannot be excluded) shall be limited to any one or more of the following (as determined by us in our absolute discretion): in the case of the Equipment, the replacement or repair, or payment of the cost of replacement or repair of the Equipment; and in the case of services, supplying the services, or payment of the cost of having the services supplied again.

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

3.4 You must inspect the Equipment when it is delivered to you by the supplier, examining it to ensure it is complete, free of defects and in full working order, and matches any descriptions which you may have been given and is suitable for all purposes required by you in every way and all being in order, you must sign the confirmation of receipt which confirms the delivery, examination and the perfect condition of the Equipment.

## 4. YOUR OBLIGATIONS

4.1 You will indemnify us against all claims, damage, loss, costs and expenses (including legal costs on a full indemnity basis) arising out of your possession or use of the Equipment.

4.2 You must:

- Keep the Equipment in good condition, carry out all necessary maintenance and repairs and renew any parts that need replacing.
- Keep the Equipment at the installation address and seek our written permission if you wish to relocate it.
- Use the Equipment only for the purpose of your business.
- Allow us or our agents to inspect, test, adjust or replace the Equipment.

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

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

4.5 When this Agreement ends you must within 14 days deliver the Equipment to the Lessor's premises mentioned below or to the one situated nearest to you. It must be in good working condition. Any data entered by you must be irretrievably erased. If you do not you must continue to pay Rental Payments on a pro rata basis until the Equipment is returned. Good working condition means that the Equipment is immediately available for use by a third party without the need for repair or refurbishment. You will pay us for any missing or defective parts or accessories, a sum equal to the estimated average fair market value of similar products of like age.

## 5. DEFAULT

5.1 If you do not observe any of the terms of this Agreement (or any other agreement between you and us) and fail to remedy the situation within 7 days after we have brought it to your attention you will be in breach of this Agreement and we can terminate this Agreement.

5.2 We may terminate the Agreement immediately by writing to you and withdraw your right to possession of the Equipment if:

- We have grounds to believe that you cannot pay your debts, or you are declared bankrupt or, if a company, you are liquidated or, have an administrator or receiver appointed.
- Being an individual you die.
- We have reasonable grounds to believe the Equipment, or our interest in it, is at risk.

## 6. YOUR LIABILITY IF THIS AGREEMENT IS BROUGHT TO AN END

If we terminate this Agreement under clause 5, you must immediately pay us:

- All Rental Payments and other monies that were due to us at the time the Agreement is terminated.
- All Rental Payments you should have paid had the Agreement continued for the remainder of the Lease Term (or Further Lease Term, if applicable), less any maintenance charges from the date the Agreement was terminated to the date each Rental Payment would otherwise have become due.
- All costs incurred by us in repossessing, storing, insuring, inspecting or selling the Equipment. If we recover the Equipment and sell it, we will credit you with the net proceeds of sale (exc. GST) against the termination sum payable after deduction of our expenses.

## 7. INSURANCE

7.1 You must insure the Equipment within six weeks of the delivery date with a reputable insurer against all loss for at least the full cost of replacing the Equipment or damage for all risks and against claim for injury, loss or damage caused by the Equipment.

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

7.3 In the absence of evidence of your own insurance we shall be entitled but not obliged to charge you for expenses incurred by us in arranging our own insurance of the Equipment through our own insurance provider. In this case the charge will be made annually, and will be collected with the first payment of each year of the Agreement.

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

7.5 Any insurance proceeds may at our discretion be put towards repair or replacing the Equipment or the payments due to us under the Agreement. In the event of total loss for insurance purposes we may terminate the Agreement and you must pay us the amounts set out in clause 6, less any insurance proceeds that we may receive.

## 8 TAX

8.1 We own the Equipment, so you are not entitled to claim capital allowances on it.

8.2 If GST is imposed on a Taxable Supply made by us to you under or in connection with this Agreement, the price of the Taxable Supply shall be equal to the GST-exclusive consideration that you must pay to us for the Taxable Supply under this Agreement increased by an amount (the GST Amount) equal to the amount of GST payable on that Taxable Supply and the GST Amount is, subject to us issuing a Tax Invoice

to you, payable at the same time and in the same manner as the consideration to which it relates. In this Agreement "GST" means the goods and services tax or similar value added tax levied or imposed in Australia under the GST Act and includes any replacement or subsequent similar tax; "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and "Taxable Supply" and "Tax Invoice" have the same meaning as in the GST Act.

8.3 If during the period of this Agreement there is any alteration in corporation tax, or writing down allowances, we may by written notice to you vary the outstanding Rental Payments by such amount as we consider necessary to leave us in the same position as if such an event had not taken place.

## 9. TRANSFER OF RIGHTS AND OBLIGATIONS, SET-OFF, RIGHT OF RETENTION

9.1 We are entitled to assign our rights and obligations, or individual rights arising from this Agreement to a third party for the purpose of refinancing ("Refinancer"). The assignment may not lead to any legal or financial disadvantages for you. In case the Refinancer informs you of the assignment, you are obligated to confirm and return the notice of assignment within 10 days.

9.2 You can only offset your claims against our claims if your counter demand is undisputed and legally established. You are only entitled to a right of retention with respect to this Agreement.

## 10 PERSONAL PROPERTY SECURITIES ACT

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

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

10.3 You undertake to:

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

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

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

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

10.7 This Agreement creates a security interest in all Equipment which we have supplied to you and all Equipment which we supply in the future. Initial registration of a financing statement by us in respect of you under the PPSA covers security interests in Equipment supplied now or subsequently under this Agreement.

## 11. NOTICES

Any notice which has to be served under this Agreement must be in writing and will be considered delivered 2 working days after being posted provided it is sent to the address given for the other overleaf, or any other address we may advise to each other during the currency of this Agreement.

## 12. GOVERNING LAW

The Agreement is governed by the law of New South Wales

## USE OF YOUR INFORMATION

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

**PLEASE TELEPHONE US ON 02 8935 9670 IF YOU WANT TO HAVE DETAILS OF THOSE CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES FROM WHOM WE OBTAIN AND PASS INFORMATION ABOUT YOU. YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING. TO RECEIVE A COPY A FEE WILL BE PAYABLE.**



# DIRECT DEBIT REQUEST

TO YOUR CONTRACT

REQUEST NUMBER

**1 DIRECT DEBIT REQUEST**

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

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

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

**2**

Surname or company name	Name of account
Given names or ACN/ABN	BSB number
Address	Account number
	Financial institution name
	Financial institution address

**3** Insert your signature below (signatures if joint account)

Name and capacity for signing (e. g. director)	Date
	X
	Signature

  

Name and capacity for signing (e. g. director)	Date
	X
	Signature

# SERVICE AGREEMENT

## DEFINITIONS

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

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

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

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

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

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

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

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

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

## 1. DEBITING YOUR ACCOUNT

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

the terms of the arrangement between us and you.

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

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

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

If you are unsure about which day your account has or will be debited you should ask your financial institution.

## 2. CHANGES BY US

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

## 3. CHANGES BY YOU

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on **+61 2 8935 9670** or **service.sydney@grenke.com.au**.

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

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

## 4. YOUR OBLIGATIONS

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

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

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

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

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

## 5. DISPUTE

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on **+61 2 8935 9670** or **service.sydney@grenke.com.au** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

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

## 6. ACCOUNTS

You should check:

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

## 7. CONFIDENTIALITY

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

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

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

## 8. NOTICE

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

**GC LEASING SYDNEY PTY LTD**  
Level 5, 7 Eden Park Drive  
Macquarie Park, North Ryde, NSW 2113

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

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

# CONFIRMATION OF DELIVERY

UNDER YOUR CONTRACT

CONTRACT NUMBER

REQUEST NUMBER

<b>1</b>	<b>CUSTOMER</b>	<b>SUPPLIER</b>
	Name/Address	Name/Address
<input type="text"/>		<input type="text"/>

<b>2</b>	QUANTITY	LEASED EQUIPMENT	MANUFACTURER	EQUIPMENT DETAILS/SERIAL NUMBER
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>3</b>	<b>DATE OF FULL DELIVERY</b>	Date
	<input type="text"/>	<input type="text"/>

**4** With regard to the above-mentioned request/contract ("Contract"), I/we hereby confirm the following:

1. I/We have received the above-mentioned equipment today, on the delivery date stated above. A user manual is either not required or I/we have been provided with such a manual.
2. The equipment has been set up and professionally assembled and/or installed.
3. Insofar as required, I/we have received instructions regarding the use of the equipment.
4. The equipment is without defects and is in proper working order.
5. The equipment has been delivered in full. I/We have verified its completeness and proper function.
6. The equipment conforms to the descriptions given in the Contract, and with all agreements made with the manufacturer or supplier (e.g. concerning technical type, quality and level of performance). It possesses the properties as warranted by the supplier.
7. The quality of the equipment is as guaranteed by the supplier and / or other third parties.
8. I/we am/are aware that the supplier is not authorised to represent GC LEASING SYDNEY PTY LTD ("Lessor") or to agree to terms which deviate from or amend the wording of the Contract.
9. My/ our above-mentioned request is – insofar as it has not yet been accepted – hereby re-submitted. I/We agree to be bound by the contractual offer for a further 4 weeks, starting on the date that this confirmation of delivery was signed.
10. I/We have received a copy of this confirmation of delivery today.

**IMPORTANT**  
The confirmation of delivery triggers payment by the Lessor of the purchase price to the reseller/supplier. If the customer fails to conduct a functionality test and / or signs this declaration before the customer has received the equipment in full and in the contractually-agreed state, then the customer shall compensate the Lessor for any consequential losses arising from any of the above statements by the customer being inaccurate.

<b>5</b>	<input type="text"/>	Date
	<input type="text"/>	X
	Name and title of person signing on behalf of the customer	Customer/ signature

# DEED OF GUARANTEE & INDEMNITY AND CHARGE

REQUEST NUMBER

<b>1</b>	<b>APPLICANT /CUSTOMER</b> Name/Company (Full name and address)	<b>GRENKE</b>	GC LEASING SYDNEY PTY LTD Level 5, 7 Eden Park Drive Macquarie Park, North Ryde NSW 2113
	Telephone		
	Email		
	Australian Business Number (ABN)		

<p><b>2</b></p> <p>We jointly and severally guarantee to you payment of all monies and performance of all obligations by the Customer or any of us arising from any dealing with you whatsoever.</p> <p>We jointly and severally indemnify you against all losses and expenses you sustain as a result of any dealing you have with the Applicant/Customer or any of us including, but not limited to, legal costs incurred by you, on a full indemnity basis.</p> <p>We jointly and severally agree:</p> <ol style="list-style-type: none"> <li>To pay to you any amount certified by you as payable.</li> <li>This Guarantee shall remain effective notwithstanding any conduct or event which, but for this clause may have the effect of releasing the Customer or any of us.</li> <li>This Guarantee is signed by us both in our personal capacity and as Trustees of each and every trust of which we are Trustees or directors of a Trustee company.</li> </ol> <p>The Customer, and where the Customer is a company, each of its directors hereby jointly and severally charge in your favour all of our estate and interest in any property in which we now or later have any interest in respect of any monies that may be owing to you pursuant to your trading terms, the Customer application, this Deed or otherwise.</p>	<p>We hereby appoint you, your directors and solicitors as our attorney to sign on our behalf any document which is required to register a mortgage or caveat over any real property owned by the Customer and or its directors (as applicable) at any time, or to register any Security Interests over the assets of the Customer or its directors (as applicable). All costs, including but not limited to all legal costs on a full indemnity basis, stamp duty and any applicable fees or charges will be payable by the Customer or its directors (as applicable).</p> <p>We jointly and severally charge in your favour, or grant you any applicable Security Interest in, all of our estate and interest in any asset or trust asset in which we now or later have or acquire any interest with payment of all monies owed to you by the Customer or any of us, and all legal costs incurred by you, on a full indemnity basis, in the enforcement or attempted enforcement of the terms of this Deed, including the costs of registration and withdrawal of same.</p> <p>We acknowledge and agree that this Deed is the accepted and adopted security agreement between the parties and that this Deed creates and that GC LEASING SYDNEY PTY LTD has a Security Interest for the purposes of the PPSA in all goods and any proceeds previously supplied or that will be supplied in the future by it to the Customer, including but not limited to the lease of any Goods by GC LEASING SYDNEY PTY LTD to the Customer.</p>	<p>We acknowledge and agree that this Security Interest is registrable in the Personal Property Securities Register and this Security Interest secures all moneys owing by the Customer to GC LEASING SYDNEY PTY LTD under this Deed or otherwise.</p> <p><b>CONSIDERATION (WHERE APPLICABLE)</b>                  You grant credit from time to time to the Customer, or any of us and refrain from taking any legal action for 30 days from the date hereof against the Customer, or any of us in respect of any goods and services provided both to date and in future.</p> <p><b>PROPER LAW</b>                  We agree that this Deed of Guarantee, Indemnity and Charge and any claim and/or dispute between the Supplier, the Applicant/Customer or any of us at all shall be governed by the laws of Victoria and is subject to the jurisdiction of the appropriate Victorian Court.</p> <p><b>DEFINITIONS</b></p> <ol style="list-style-type: none"> <li>"You" and "your" shall be a reference to GC LEASING SYDNEY PTY LTD.</li> <li>"We" and "us" shall be a reference to each of the Guarantors and the Customer jointly and severally</li> </ol>
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<b>3</b>	<b>SIGNED SEALED AND DELIVERED BY THE GUARANTORS</b>		Date
	Name/Company of Guarantor	Name/Company of Guarantor	
	X	X	
	Signature of Guarantor	Signature of Guarantor	
	Name of Witness	Name of Witness	
	X	X	
	Signature of Witness	Signature of Witness	