

## Standard Terms and Conditions - Ozerentals

This document contains the terms and conditions as referred to in the Contract Details document.

### 1. Definitions

1.1 In these Terms:

“Billing Address” means the address where the Goods are delivered to and installed as agreed with the Customer.

Contract for the renting of the Goods from Ozerentals.

“Contract Details” means the cover page titled Consumer Lease Rental Contract (Contract Details).

“Customer” refers to the person or strata-corporation as set out in the Contract Details who is the lessee under this Rental

“Goods” as referred to in the Rental Contract includes all property, any accessories and parts, documents, operating instructions or manuals or software installed onto the Goods or other things supplied with the Goods.

“Ozerentals” means Ozerentals Pty Ltd ABN 82 115 782 333 Australian Credit Licence 437930 as the lessor under this Rental Contract acting through «Company\_Details» ABN «Company\_ABN» trading as «Company\_Trading\_Name» an authorised credit representative number «Credit\_Representative\_Number». This Rental Contract applies to Ozerentals and any of its successors in title and or assigned.

“PPSA” means Personal Property Securities Act 2009.

“Rental Contract” means the consumer lease rental contract between Ozerentals and the Customer for the rental of Goods which includes:

- (a) any Credit Application;
- (b) the Contract Details;
- (c) these Terms;
- (d) any direct debit services agreement; and
- (e) any other terms governing the rental of the Goods which are agreed to be incorporated into this document.

“Rental Instalment” means the rent payable by the Customer for the Goods under this Rental Contract.

“Rental Period” means the term set out in the Contract Details as a fixed term consumer lease with respect to the Goods.

“Rental Start Date” means the date designated as the “Rental Start Date” in the Contract Details.

“State” means a State or Territory of the Commonwealth of Australia.

“Terms” means this document incorporating the Standard Terms and Conditions - Ozerentals.

1.2 If there is any inconsistency between:

- (a) the Terms and the Contract Details; or
- (b) the Contract Details and any Credit Application;

the provisions of the Contract Details will prevail to the extent of the inconsistency.

1.3 If there is any inconsistency between the Terms and any Credit Application, the Terms will prevail to the extent of the inconsistency.

1.3 Headings are for convenience only, and do not affect interpretation.

1.4 “Including” and similar expressions are not words of limitation.

1.5 In these Terms, a business day excludes Saturdays, Sundays and Public Holidays. If an act governed by these Terms must be done on a specified day which is not a business day, it must be done instead on the next business day.

1.6 If the Customer is made up of more than one person then:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally;
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that as an example a representation, warranty or undertaking is given by each of them separately.

### 2. Title to Goods

2.1 The Customer acknowledges and agrees that at all times Ozerentals (or its authorised credit representative) either owns the Goods or is authorised to rent the Goods. Ozerentals retains title to the Goods even if the Customer is declared bankrupt or makes any repayment agreement with his or her creditors. The Goods under no circumstances will be deemed to be a fixture.

2.2 For the duration of the Rental Contract, the Customer is a bailee of the Goods. The Customer will not be entitled to offer, sell, assign, sub-let, mortgage, pledge or otherwise deal with the Goods in any way which is inconsistent with the rights of Ozerentals as owner of the Goods.

2.3 The Customer acknowledges that at all times the property in and ownership of the Goods remains with Ozerentals and the Customer will not remove any sticker or other identification attached to or associated with the Goods giving notice of Ozerentals' ownership of the Goods.

2.4 The Customer must not alter, deface, remove or erase any notices, safety information, identifying mark, serial number, plate or number on the Goods.

2.5 Title to the Goods will only transfer to the Customer, if the Customer pays the purchase price specified by Ozerentals pursuant to clause 22.2 and Ozerentals has been paid such purchase price in full.

### 3. Period of Rental & Rental Charges

3.1 In consideration for the use of the Goods during the Rental Period, the Customer must pay the Rental Instalment for each item specified in the Contract Details.

3.2 For the purposes of these Terms, the Customer is deemed to have use of the Goods at all material times during the Rental Period.

3.3 Where the Goods are lost or damaged and the Loss or Damage provisions under clause 20 of this Rental Contract does not apply, the Customer must continue to pay the Rental Instalment until the date that the Rental Contract comes to an end or until the Customer delivers the Goods to Ozerentals in such condition as the Goods were delivered to the Customer as at the commencement of the Rental Period, fair wear and tear accepted.

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- 3.4 The Customer acknowledges Rental Instalment does not include packaging, handling, freight charges (other than delivery charges), GST, rental tax or duty or other recoverable charges which are shown separately on the tax invoice. If the additional charges are ascertainable as at the date of this Rental Contract they will be disclosed in the Contract Details. Unascertainable charges such as taxation, will be charged at the prevailing rate at the time.
- 3.5 Any Goods returned by the Customer to the Ozerentals office of dispatch after 5pm on any business day will be deemed to have been received on the next business day.
- 3.6 Unless otherwise stated in the Contract Details, the Customer must pay the Rental Instalment fortnightly in advance, with the first payment due and payable on the Rental Start Date.
- 3.7 The Rental Period will not be deemed to be at an end until the Customer returns the Goods to Ozerentals in the same condition as the Goods were delivered to the Customer as at the commencement of the Rental Period (fair wear and tear excepted) together with all accessories provided by Ozerentals to the Customer.
- 3.8 The Rental Instalment is fixed for the term of the Rental Contract.
- 3.9 If the Goods are returned to Ozerentals by the Customer, the Customer will remain liable for all Rental Instalments, fees and other charges incurred in respect of the Rental Period until the Customer has actually paid these amounts.
- 4. Other Charges**
- 4.1 The Customer indemnifies Ozerentals for the payment of all stamp duty, hire or rental duty, GST and all other applicable taxes, duties, levies, fines, penalties and any other government charges imposed in respect of the Rental Contract or in respect of the Rental Period.
- 4.2 Where the Customer intends to claim any exemption from duty or tax the Customer must furnish appropriate exemption certificates to Ozerentals.
- 4.3 Ozerentals and/or their nominated agent or contractors will, if requested by the Customer and only if personnel are available, attend upon the Customer and instruct the Customer in the operation of the Goods. The Customer will pay Ozerentals for such services in addition to any other fees and charges payable under these Terms at the ordinary service rates that Ozerentals or its nominated agent or contractor applies to such services.
- 4.4 If Ozerentals owes any credit (**Credit Amount**) to the Customer during the term of the Rental Contract, the Customer authorises Ozerentals to set-off any amounts payable to Ozerentals under this Rental Contract against the Credit Amount.
- 5. Fees and Charges**
- 5.1 The Customer agrees to pay the fees and charges (inclusive of GST) as set out in this clause in addition to the Rental Instalment;
- (a) Default Fee \$11.00 Payable by the Customer to Ozerentals every time a Rental Instalment is not paid on time or a default under this Rental Contract occurs requiring Ozerentals to take an action. The Default Fee will apply to every default and will be added to the total liability of the Customer under the Rental Contract;
  - (b) Delivery Fee If the Contract Details provide a Delivery Fee then the Customer must pay the Delivery Fee as set out in the Contract Details on delivery of the Goods;
  - (c) Change Fee \$11.00 Payable by the Customer of any request for variation of the Rental Contract unless the request to vary the Rental Contract is as a result of hardship;
  - (d) Call Out Fee \$110.00 Payable by the Customer to Ozerentals for any callout at the request of the Customer to service the Goods and it turns out that the service of the Goods is not covered by the warranty of the Goods or if the call out is after the manufacturer's warranty has expired then the services item would not have been covered had the warranty been in place;
  - (e) Travelling Fee Payable by the Customer for any travel incurred in relation to the Rental Contract if the distance travelled is greater than 30km from Ozerentals' principal place of office at a rate of \$0.80 per kilometre unless the cause for the travel is an issue covered by the manufacturer's warranty or if the travel is after the manufacturer's warranty has expired then the reason would have been covered had the warranty been in place;
  - (f) Loss and Damage Fee Means a one off payment payable by the Customer being \$495.00 if the cost to replace the damaged or lost Goods exceeds \$495.00 or the actual replacement cost of the Goods if the cost of replacement of the Goods is less than \$495.00;
  - (g) Enforcement Expenses All costs payable by the Customer;
  - (h) Maintenance Cost (clause 9) at cost as incurred by Ozerentals.
- 5.2 If any amount payable by the Customer under the Rental Contract to Ozerentals is due and not paid (**Overdue Amount**):
- (a) the Customer authorises Ozerentals to deduct the Overdue Amount from any deposit or bond held by Ozerentals; and
  - (b) the Customer must pay interest on any balance of the Overdue Amount at the rate of 5% higher than the Reserve Bank of Australia's Capital Market 3 Year Yield for Government Bonds (which is determined as a fixed rate on the day interest commences) calculated daily until payment in full is received.
- 6 Delivery and Return of the Goods**
- 6.1 At the commencement of the Rental Period, Ozerentals will deliver the Goods to the premises, at the Billing Address, as set out in the Contract Details.
- 6.2 At the conclusion of the Rental Period, unless otherwise agreed, the Customer must return, at its costs, the Goods to the Ozerentals premises from which the Goods were dispatched or arrange for the Goods to be picked up by Ozerentals. Ozerentals may charge a fee for the pick up of the Goods. If Ozerentals is required to pick up the Goods as a result of default under this Rental Contract, Ozerentals will charge the Customer a pick up fee to be disclosed at the relevant time.
- 6.3 The Customer agrees to not ship the Goods by post or third party courier unless otherwise authorised by Ozerentals.

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6.4 Any transportation of the Goods for a purpose other than the purpose specified in clause 6.1 will be at the expense and risk of the Customer.

6.5 The Customer must return the Goods, to Ozerentals in the same good and clean condition the Goods were in at the commencement of the Rental Period, excluding fair wear and tear. If the Customer delivers the Goods back to Ozerentals and the Goods are not in a marketable or merchantable condition and require maintenance or service, Ozerentals reserves the right to charge the Customer for its labour and materials necessary to bring the Goods to a marketable or merchantable condition. Goods that are not marketable or merchantable conditions may be dirty, scratched, infested, unlicensed software installed, damaged by graffiti and the like.

### 7. Customer's Covenants

7.1 The Customer agrees with Ozerentals that:

- (a) the Goods shall remain the property of Ozerentals and the Customer is only bailee of the Goods on the Terms set out in this Rental Contract;
- (b) the Customer shall not sell, create any charge, lien, or security over the Goods, or pledge or part with possession and control of the Goods;
- (c) the Customer shall keep the Goods except those designed for portability like cellular or mobile phones or handheld media devices, GPS tracking units, computers (like small portable notebooks, netbooks or ultralites) and printers, game consoles, electronic tablets, digital cameras, video or digital camcorders and DVD players at the Billing Address specified in the Rental Contract. If the Customer is required to relocate the Goods, the Customer must advise Ozerentals of the relocation. Relocation of the Goods may affect the services Ozerentals may offer the Customer for example if the Customer relocates to a remote community. The requirement to inform Ozerentals of the need to relocate prior to relocation is a fundamental term of this Rental Contract;
- (d) the Customer shall use the Goods carefully and properly and will not interfere or tamper with or let any third party do so;
- (e) the Customer shall notify Ozerentals immediately if any judgement or order is levied against the Customer or the property of the Customer or if the Customer is bankrupt or is entering into an arrangement with his or her creditors;
- (f) Ozerentals may request the Customer details of the whereabouts of the Goods. The Customer must provide Ozerentals with those details as a fundamental term of this Rental Contract. The Customer shall permit Ozerentals, its agents or servants to enter the premises where the Goods are located at all reasonable times in order to inspect the Goods or carry out repairs to the Goods;
- (g) the Customer requires and will utilise the Goods solely for consumer purposes;
- (h) the Customer shall keep the Goods in a safe and proper location, being the Billing Address of the Customer on the Rental Contract;
- (i) the Customer shall not alter or modify the Goods without the prior written consent from Ozerentals;
- (j) the Goods shall at all times, whilst in the care, custody or control of the Customer, be at the risk of the Customer;
- (k) the Customer accepts full responsibility for all the Goods rented, including its use in accordance with any operating instructions provided by the manufacturer, Ozerentals or Government regulation. Where the Customer is using communication frequencies that are licensed or arranged by Ozerentals these frequencies are for use only on the dates, at the places and during the times expressed in this Rental Contract. Use of the frequencies outside the dates, places and times indicated may result in fines from the relevant licensing authority which are all payable by the Customer;
- (l) the Customer will in respect of the Goods comply with all State, Territory and Federal laws; and
- (m) The Goods when returned to Ozerentals will not have any information contained in or associated with it which would if received by Ozerentals or any other person is in breach of State, Territory or Federal privacy laws.

### 8. Warranty

8.1 Ozerentals warrants that the Goods rented are of merchantable quality.

8.2 Nothing in these Terms shall restrict, modify or exclude any conditions, warranties, rights or liabilities which may at any time be implied in this Rental Contract by any State, Territory or Commonwealth law including the conditions or warranties implied by the Australian Consumer Law being the Schedule to the Australian Competition and Consumer Act 2010 Cth as amended where to do so would render any provisions of this Rental Contract void or unenforceable.

8.3 Other than expressly provided for in this Rental Contract the Customer acknowledges that he or she has not relied upon any statement or representation by Ozerentals in respect of the Goods or in the use of the Goods by the Customer irrespective of whether or not the Customer's purpose for the use of the Goods is known to Ozerentals.

8.4 The Customer agrees that before accepting the Goods he or she has satisfied themselves as to the suitability, good working order, general condition and fitness for purpose of the Goods.

8.5 The Customer acknowledges that under no circumstances is Ozerentals responsible or liable for any failure or unsuitability of the Goods to perform the purpose required by the Customer.

8.6 Calibration or configuration of the Goods will be at the Customer's expense.

### 9. Maintenance

9.1 The Customer must:

- (a) clean, fuel, lubricate and maintain the Goods in good condition, and in accordance with the manufacturer's and Ozerentals' instructions at the Customer's cost; and
- (b) not in any way alter, modify, tamper with, damage or repair the Goods without Ozerentals' written consent.

9.2 Provided that the Customer complies with the Rental Contract, then Ozerentals shall at its expense when it deems necessary provide maintenance for the Goods and shall use its best endeavours to expeditiously repair or replace the Goods to the extent that the Goods become defective during the Rental Period through no fault of the Customer.

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- 9.3 If the Goods do not operate properly the Customer must notify Ozerentals and request instructions before taking any action. The Customer must also advise Ozerentals if the Goods require recalibration, including the reinstallation of any computer software.
- 9.4 If it becomes necessary to maintain/service the Goods under this Rental Contract and Ozerentals determines, acting reasonably, that it is not economically viable to repair or service the Goods or parts cannot be found, Ozerentals may at its sole and absolute discretion and for any length of time it deems expedient replace the Goods with similar Goods that are available at the time and which are similar in function and market value.
- 9.5 The Customer must bear the cost of repairs or replace the Goods where Ozerentals determines that the breakdown or damage to the Goods was caused by the Goods being used for a purpose other than which the Goods were designed or in breach of the manufacturer's specifications or the repair is not covered under the manufacturer's warranty.
- 10. Suspension of Service**
- 10.1 Ozerentals may at its sole discretion refuse to service or maintain the Goods where the Customer is in default under the Rental Contract.
- 11. Early Cessation**
- 11.1 This Rental Contract is a fixed term Rental Contract. Neither party can terminate the Rental Contract early unless it is by agreement or by default of the other party. If the Customer terminates the Rental Contract prior to the expiry of the term of the Rental Contract, the Customer shall be in default and Ozerentals shall be entitled to claim from the Customer the Rental Instalment until the expiry of the term of the Rental Contract.
- 12. Safekeeping**
- 12.1 The Customer is responsible for the safekeeping of the Goods including storage of the Goods in a safe and secure manner in order to protect them from the risk of any loss, theft, seizure, damage or destruction. The Customer must bear the risk of any loss, theft, seizure, damage or destruction of the Goods.
- 12.2 If in the view of Ozerentals, the Goods require repair, recalibration or replacement as a result of the Customer's negligence, misuse, abuse or improper use of the Goods, the Customer must bear the total cost of any repair, recalibration or replacement including any expenses incurred for the freight or transportation of the Goods.
- 12.3 Ozerentals may charge the Customer for any expenses or service charges in accordance with this clause 12 at the rate normally charged by Ozerentals or at the rate payable to any contractors Ozerentals elects to use.
- 12.4 Unless the provisions in clause 20 dealing with Loss and Damage do not apply, the Customer must pay Ozerentals the total new replacement cost or market value of the Goods that are lost, stolen, destroyed or damaged beyond repair. The Customer must pay to Ozerentals a reasonable calibration and refurbishing fee in the event that ownership labels, calibration seals or anti-tamper notices affixed to the Goods are removed or defaced during the Rental Period. The Customer must pay for the cost of replacing or repairing any item, article, accessory, document or thing supplied in conjunction with the Goods (including operation manuals) that is not returned by the Customer or that is returned in damaged condition to Ozerentals at the end of the Rental Period.
- 12.5 If the Goods are destroyed, damaged, stolen, lost, or misappropriated, the Customer agrees:
- that Ozerentals may supply the Customer's personal details to any crime, corruption or integrity authority, the Police, fire investigator, any regulatory body, any insurer, licensed security agents, licensed second-hand dealers or pawn brokers, loss assessors or adjusters, auction houses or internet auctions and traders, real estate agents, the manufacturer of the Goods, and Ozerentals' service providers including marketers, advertisers, stock-takers, repairers, insurers, actuaries, accountants and auditors, whether or not such details are requested;
  - that if Ozerentals requests the Customer, the Customer must cooperate with any of the parties described in clause 12.5(a) in respect of any enquiries or investigation conducted by those parties concerning the Goods.
- 13. Customer Default, Termination & Repossession, Access to the Goods**
- 13.1 For the purpose of this clause, the following definitions shall apply:
- "Form" means a form of a particular number is a reference to the form of that number in Schedule 1 of the National Consumer Credit Protection Regulations 2010;
  - "Act" means the National Consumer Credit Protection Act 2009;
  - "Code" means the National Credit Code as Schedule 1 to the National Consumer Credit Protection Act 2009; and
  - "Regulation" means a regulation under the National Consumer Credit Protection Regulations 2010 made under the National Consumer Credit Protection Act 2009.
- 13.2 Each of the following constitutes an event of default under this Rental Contract entitling Ozerentals to terminate the Rental Contract following the issuing of a default notice;
- If the Customer fails to make the Rental Instalment as set out in the Contract Details;
  - If the Customer is in breach of any obligation under this Rental Contract other than a payment obligation and the breach continues for 7 days after the Customer was advised to remedy the breach;
  - If the Customer enters into any arrangement with the Customer's creditors or is bankrupt; or
  - If the Customer fails to advise Ozerentals of the need to relocate the Goods.
- 13.3 If the Customer is in breach of this Rental Contract then Ozerentals will issue a default notice to the Customer in accordance with the Act and the Code demanding that the Customer remedy the default within 30 days of the notice. Ozerentals may terminate this Rental Contract if the customer does not remedy the default as set out in the notice and may repossess the Goods and charge the Customer for all of its costs and expenses incurred in doing so. Any such termination shall not prejudice any right to recover any amounts payable by the Customer.
- 13.4 For the purpose of the Code, it is acknowledged that consent by the occupier of premises to entry to the premises is taken to be given only if the following requirements have been complied with:

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- (a) a request to the occupier for entry to the premises has been made by Ozerentals or agent by application in writing or by calling at the premises concerned;
  - (b) if the request is made personally, it will only be made between the hours of 8 am and 8 pm on any day other than a Sunday or public holiday;
  - (c) the consent in writing will be in accordance with Form 19 of the Regulations and signed by the occupier;
- 13.5 The Customer grants express permission to Ozerentals or agents or contractors at all reasonable times to enter premises, or any other premises where the Goods are located, to access the Goods at all times for routine inspection, repair, adjustment or collection for off-site repair or servicing or where the Customer is returning the Goods or on event of default, repossess the Goods. For the purpose of the Code, if the Customer executed Form 19 of the code on or about the Rental Start Date, the Customer is deemed to have authorised access to Ozerentals to the Customer's premises.
- 13.6 Hardship**
- (a) If the Customer is experiencing hardship or difficulties in meeting the financial obligations under this Rental Contract, the Customer is encouraged to contact Ozerentals without delay and advise Ozerentals of that issue;
  - (b) Ozerentals may seek additional information from the Customer to assist Ozerentals in its consideration in relation to any hardship;
  - (c) The Customer must comply with the notice for further and better particulars in relation to the hardship;
  - (d) Ozerentals must consider the request for hardship relief from the Customer and any additional information provided and must respond to the Customer within the prescribed period as set out by law which generally speaking is within 21 days of receiving the notice of hardship or 21 days after receiving additional information or 28 days from the notice by the Customer if no additional information is sought;
  - (e) Ozerentals does not have to vary this Rental Contract due to hardship. If Ozerentals agrees to vary the Rental Contract then Ozerentals will issue a notice of variation setting out the changes to the agreement;
  - (f) If Ozerentals does not agree to change the Rental Contract following the hardship request, the Customer may apply to the court to change the terms of the Rental Contract; and
  - (g) The variation that Ozerentals may agree to under the hardship notice includes postponement of Rental Instalment, reduction in Rental Instalment, extension of the Rental Period and other measurements to address the hardship of the Customer.
- 14. Indemnity**
- 14.1 The Customer indemnifies Ozerentals in respect of all damages, losses, costs, charges and other liabilities incurred by Ozerentals:
- (a) as a result of the Customer's breach of the Rental Contract;
  - (b) in the course of exercising Ozerentals' enforcement rights; or
  - (c) as a result of or in any way connected with the Customer's use of the Goods.
- 15. Separate Items of the Goods**
- 15.1 This Rental Contract applies to the Goods listed on the Contract Details. If the customer asks and Ozerentals agrees to lease additional goods to the Customer, Ozerentals will issue to the Customer a new contract with details of the additional goods. If the Contract Details is amended and updated, unless stated otherwise, these Terms will continue to apply to any additional or revised Contract Details and bind the Customer for all Goods stated therein.
- 16. Liability**
- 16.1 To the extent permitted by law Ozerentals' liability (if any) under the Rental Contract will be limited to:
- (a) replacement of the Goods for the balance of the Rental Period; or
  - (b) the supply of equivalent goods that are equivalent to the Goods for the balance of the Rental Contract; or
  - (c) payment of the cost of replacing the Goods or the cost of acquiring the Goods; or
  - (d) the cost of having the Goods repaired; or
- in relation to services:
- (e) the supply of the services again; or
  - (f) the payment of the cost of having the services supplied again.
- 16.2 If the Goods are returned or repossessed, Ozerentals is not liable to the Customer for any consequential losses or damages, including the loss by the Customer of any of the Customer's data or information being contained in, within or on the Goods.
- 16.3 Ozerentals will not be liable for any failure to deliver the Goods or perform services under this Rental Contract if the failure arises as a consequence of fire, embargo, strike, inability to secure materials or labour, or any matters beyond the control of Ozerentals.
- 16.4 In addition, Ozerentals will not be liable for any delay or failure to deliver by any freight company or delivery service to deliver the Goods to the Customer or any consequential loss or damage to the Customer that arises in connection with Ozerentals' delivery of the Goods to the Customer.
- 17. Personal Property Securities**
- Italicised and bolded terms in this clause 17 take their meaning from the PPSA.**
- 17.1 In consideration for Ozerentals granting to the Customer the use of the Goods under the Rental Contract and as security for the performance of the Customer of its obligations under the Rental Contract, the Customer grants to Ozerentals a ***purchase money security interest*** over the Goods.
- 17.2 The ***purchase money security interest***:
- (a) ***attaches*** to the Goods as from the commencement of the Rental Period; and
  - (b) is capable of ***perfection*** by Ozerentals' registration of the ***purchase money security interest*** in the form of a ***financing statement*** on the Personal Property Securities Register in respect of the Goods.
- 17.3 The Customer will do all things required to enable the ***perfection*** of Ozerentals' ***purchase money security interest*** in the Goods under the PPSA as and when required by Ozerentals.

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- 17.4 At any time after the Customer breaches the Customer's obligations under this Rental Contract, Ozerentals may (without it being necessary give any prior notice to the Customer, and without prejudice to any other rights, powers or remedies it may have under this Rental Contract or by law):
- (a) take and keep possession of the Goods and:
    - (i) receive and give receipts for income earned using the Goods until it is sold by Ozerentals under the power of sale conferred by this clause 17 or until the Customer's default has been rectified; or
    - (ii) carry on any business using the Goods, for which purpose Ozerentals may, on such terms and in such manner as it thinks fit:
      - A acquire any further property or rights (which upon acquisition will be deemed to become part of the Goods; or
      - B do anything concerning the Goods which it could do if it were the absolute owner of the Goods; without being responsible for any loss or damage that may arise or occur as a consequence of those actions;
    - (iii) pay and discharge the expenses incurred in the exercise of any of such powers, or otherwise in respect of the provisions of the Rental Contract, out of the revenue from or proceeds of the Goods; and
    - (iv) raise or borrow any moneys which Ozerentals thinks fit and secure the same with interest by any form of security in priority to, or equally with, any amounts payable to Ozerentals under this Rental Contract;
  - (b) either with or without taking possession:
    - (i) lease, license, bail or otherwise dispose of the Goods for any term, at any rental or consideration, and upon and subject to any terms and conditions that Ozerentals thinks fit; or
    - (ii) sell, call in, collect, rent the goods to another customer, or convert the Goods into money in any manner and for such consideration as Ozerentals thinks fit. Upon any such sale Ozerentals may sell the Goods by public auction or tender, or private contract, on such terms as Ozerentals thinks fit, for immediate or deferred consideration, and may buy in or rescind or vary any contract of sale and may re-sell without being responsible for any loss occasioned; or
    - (iii) compromise and effect compositions.

### 18. Intellectual Property Rights

- 18.1 All rights pertaining to industrial or intellectual property in connection with the Rental Contract, the Goods and the services including copyrights, patents and trademarks are expressly reserved by Ozerentals.
- 18.2 The Customer must not make any copies or authorise any copying of anything supplied by Ozerentals under the Rental Contract such as software programs and operating manuals except with the prior written authority of Ozerentals and any owner or licensor or the relevant intellectual property right, and in accordance with the license terms as applicable.
- 18.3 All copies must be delivered up on the return of the Goods.

### 19. Consumables & Trade Materials

- 19.1 The Customer will be liable for charges made for consumables and trade materials whether or not supplied by Ozerentals.

### 20. Loss or Damage

- 20.1 The purpose of this clause is to describe the maximum liability that the Customer will incur in the event the Goods are damaged or Ozerentals suffer a loss as a result of prescribed events. These provisions are titled Loss and Damage (**LD**).
- 20.2 Ozerentals agrees to forego its right to receive the amount otherwise payable by the Customer to Ozerentals in respect to LD to the Goods and agrees to reduce the Customer's liability of costs incurred, including GST, from any event described below (save for as set out as excluded events) to Ozerentals to the Loss and Damage Fee (set out in clause 5) if any of the Goods other than cellular or mobile phone or handheld media devices are damaged, or destroyed or lost through:
- (a) lightning; or
  - (b) windstorm; or
  - (c) smoke; or
  - (d) fire; or
  - (e) burglary or housebreaking; or
  - (f) flash flooding, stormwater or rainfall runoff, that is water from intense but short duration storms or stormwater run-off from areas surrounding the site or water escaping from any water main, pipe, street gutter, guttering or surface, that causes only localised flooding; or
  - (g) bursting or leaking of fixed water installations or water tanks for the capture of rainwater from rooftops at premises where the Goods are located.
- 20.3 If the item is designed for portability like GPS tracking units, computers (including notebooks, netbooks or ultralites) and printers, game consoles, electronic tablets, digital cameras, video or digital camcorders and DVD players, the LD provision includes loss in transit anywhere in Australia due to actual forcible and violent entry to a registered motor vehicle where these items are secured.
- 20.4 Burglary or housebreaking means the criminal taking of the Goods from the property, namely the residence or premise or other installation address under this Rental Contract by a person feloniously entering the property through force or violence as shown by visible marks or damage to the property's exterior made by tools or other means at the point of entry.
- 20.5 The LD provision does not apply to loss or damage due to moisture, scratches, vandalism, abandonment of the Goods, mysterious disappearance or Customer neglect or intentional acts.
- 20.6 This LD provision does not cover theft or loss of the Goods or damage to the Goods caused by the negligence of the Customer or to any damage caused to the Goods other than in the course of its proper use and provided further the Customer:
- (a) notifies Ozerentals of the damage within 1 business day;
  - (b) has paid to Ozerentals all periodic rental payments up to and including the date of loss or damage;

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- (c) reported any loss or damage to the Police within 24 hours of the loss or damage being discovered and request that a Police Report be forwarded to Ozerentals; and to the nearest Ozerentals office on the next business day of the loss or damage being discovered;
  - (d) paid to Ozerentals the Loss and Damage Fee (set out in clause 5);
  - (e) has provided correct details on their Ozerentals' Credit Application;
  - (f) has obtained from Ozerentals a Loss and Damage Report and completed it with correct details and lodge the same with Ozerentals within 7 days of the loss or damage being discovered; and
  - (g) has completed a Statutory Declaration and lodged it with Ozerentals.
- 20.7 The LD provision does not apply and the Customer will continue in all respects to be fully responsible if the damage to the Goods was directly or indirectly the result of:
- (a) misuse or use contrary to instructions; or
  - (b) malice or any deliberate act; or
  - (c) negligence or want of care; or
  - (d) an act or omission by any person who is not the Customer or in the Customer's direct employ; or
  - (e) damage by any cause at or from a place which has not been approved as a rental location.
- 20.8 The LD provision does not apply and the Customer will continue in all respects to be fully responsible if damage was directly or indirectly the result of:
- (a) the Customer is in breach of any item or condition of the Rental Contract; or
  - (b) the Customer fails to fully co-operate with the Police and Ozerentals in relation to any theft, loss or repairs to damaged Goods.
- 20.9 Notwithstanding the application of the LD provision the Customer will continue in all respects to be fully responsible for the return of all accessories and manuals relating to the Goods in good order and condition.
- 20.10 The LD provision does not apply to any item comprising the Goods, which is noted as being excluded on the accessory list provided with the Goods. The cost for repair or replacement of these items of the Goods will be invoiced to and payable by the Customer.
- 21. Customer's Right to Terminate**
- 21.1 The Customer has the right to terminate the Rental Contract at any time by:
- (a) returning the Goods to Ozerentals; and
  - (b) paying the Rental Instalment from the date of termination to the end date of the Rental Contract; and
  - (c) paying all reasonable ascertainable and calculated expenses Ozerentals incurs in the recovery of the Goods.
- 22. No Offer to Sell Goods**
- 22.1 Nothing in this Rental Contract constitutes an offer by Ozerentals to sell the Goods to the Customer or the grant of an option to the Customer to purchase the Goods.
- 22.2 If the Customer desires to purchase the Goods the Customer must give written notice (letter, facsimile or electronic mail) to Ozerentals that the Customer wishes to purchase the Goods. Upon receipt of the Customer's written notice of an offer to purchase the Goods, Ozerentals may at its sole discretion advise the Customer of a purchase price, inclusive of GST, for the Goods.
- 22.3 If Ozerentals has retained a deposit or bond on the Goods then such deposit or bond monies will be applied towards any outstanding amount due and payable to Ozerentals and then to the agreed purchase price for the Goods.
- 22.4 On payment to Ozerentals of the agreed purchase price for the Goods then this Rental Contract ceases.
- 22.5 Where Ozerentals has not accepted the Customer's offer to purchase the Goods the Customer must continue to pay the rental instalments or must return the Goods to the office from which it was dispatched.
- 23. Environmental, General Compliance with Laws and Authorised Representative**
- 23.1 The Customer acknowledges that the operation of some of the Goods will be governed by local, State and or Federal laws including with respect to hours and method of operation, noise levels and liquids required by the Goods to operate such as petrol, oil, grease and/or coolant or with respect to batteries distilled water and disposal of same. The Customer undertakes that at all times, he or she will comply with local, State or Federal laws governing the operation of the Goods including the disposal of any liquids used by the Goods.
- 23.2 The Customer agrees to indemnify Ozerentals against all losses, costs and expenses and liability incurred by Ozerentals as a consequence of the Customer operating the Goods.
- 23.3 Ozerentals enters into this Rental Contract through an authorised credit representative as set out in the definition of Ozerentals. Ozerentals' authorised representative has the same rights as Ozerentals does under this Rental Contract Agreement including collecting and or receiving Rental Instalments, managing the relationship with you the Customer and enforcing the Rental Contract. The Customer must cooperate with Ozerentals' authorised representative at all times.
- 24 Statement of Account**
- (a) On regular intervals as required by law, Ozerentals shall issue to the Customer a periodic statement of account. The statement will be issued prior to the expiry of the Term if the Term is 12 months and if the Term is longer then every 12 months;
  - (b) Ozerentals will not give the Customer a statement of account if the Customer is in default under this Rental Contract and Ozerentals commenced enforcement proceeding or if the Customer is a natural person, the Customer dies or is insolvent unless the trustee in bankruptcy or the personal representative of the Customer asks for a statement of account;

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- (c) The Customer may, at any time, request Ozerentals to issue the Customer with a statement of account. The request can be verbal or in writing. Ozerentals must issue such statement within 14 days of the request being made. If the request was oral the statement can be given orally and if the request was in writing the statement must be given in writing;
- (d) The statement of account will contain such information as required by law including any credits and debits to the account and the amount outstanding under the Rental Contract;
- (e) Ozerentals must issue to the Customer an end of Rental Contract statement. The end of Rental Contract statement must be issued no less than 90 days before the expiry of the Term;
- (f) The end of Rental Contract statement will describe to the Customer the obligations of the Customer on expiry of the Term. The statement will describe to the Customer whether Ozerentals is willing to negotiate the sale of the Goods to the Customer and under what conditions. The statement will further describe to the Customer what liabilities the Customer will have if the Goods are not returned to Ozerentals;
- (g) An end of Rental Contract statement does not have to be issued if the Customer is in default of this Rental Contract and Ozerentals commenced enforcement proceedings, the Customer dies or is insolvent and the trustee in bankruptcy or the personal representative of the Customer did not ask for a statement or Ozerentals had written of the debt; and
- (h) The Customer may request a statement of amounts payable on termination to be issued. Ozerentals will provide such a statement within 7 days of the request. The statement will contain information regarding the liability of the Customer on termination of the Rental Contract and whether Ozerentals is willing to negotiate the sale of the Goods to the Customer.

### **25. Privacy**

- 25.1 Ozerentals may collect personal information about the Customer for the purposes of administering the services and other functions required of Ozerentals under the Rental Contract.
- 25.2 Ozerentals' Privacy Officer can be contacted on 03 6273 6033.
- 25.3 Ozerentals may use the Customer's personal information to provide services to the Customer, to fulfil administrative functions associated with these services (for example assessment of credit worthiness), to enter into contracts with the Customer or third parties, marketing, client relationship purposes, any product extended warranty or product care or insurance companies.
- 25.4 If the Customer does not provide all the information required by Ozerentals, then Ozerentals may elect not to rent the Goods or provide the associated services to the Customer.
- 25.5 Ozerentals may disclose the Customer's information to Ozerentals' service providers and contractors from time to time to help provide and market Ozerentals' services to the Customer.
- 25.6 The parties acknowledge that the Customer has rights under all relevant privacy laws to access personal information that Ozerentals retains about the Customer.
- 25.7 The Customer consents to and authorises Ozerentals to use and disclose the Customer's personal information in accordance with clause 25.
- 25.8 The Customer consents to Ozerentals installing and using location tracking devices to monitor the location of the Goods at all material times during the Rental Period.

### **26. Allocation of Payments**

- 26.1 Ozerentals may credit any amount received from the Customer to any balance owed by the Customer under the Rental Contract, or to any other balance owed by the Customer under any other rental contract or arrangement.

### **27. Refund of Rentals Paid in Advance**

- 27.1 On return of the Goods Ozerentals will refund to the Customer any Rental Instalment paid in advance less any deduction payable to Ozerentals under the Rental Contract.

### **28. Assignment of Rights**

- 28.1 Ozerentals may assign the benefit of this Rental Contract to any other party without restriction. Ozerentals will provide the Customer with notice of the assignment at the relevant time.
- 28.2 The Customer must not assign the benefit under this Rental Contract without the prior written consent of Ozerentals which may be granted or declined in its discretion or given with conditions.

### **29. Force Majeure**

- 29.1 Ozerentals is not liable for failure to comply with this document if the failure (directly or indirectly) arises out of any circumstances which are not within Ozerentals' reasonable control, including but not limited to strikes, lock outs, other labour difficulties, accidents, war, civil commotion, terrorism, mobilisation, riots, embargoes, fire, flood, explosion, shortage of utility including water, electricity, gas, telecommunications, internet facility, breakdown of plant or machinery, shortage of raw or other materials from normal sources of supply, act of God, shortages of or inability to obtain shipping space or air freight or land transportation and any order or direction of any local, State or Federal Government, Government authority or instrumentality within the Commonwealth of Australia or elsewhere.

### **30. No Waiver**

- 30.1 Every right and power belonging to Ozerentals under this Rental Contract shall remain in force notwithstanding any neglect forbearance or delay in enforcement and there is no deemed waiver of any of right or power belonging to Ozerentals or any term or condition in this Rental Contract or any notice given under the Rental Contract unless expressly waived in writing by Ozerentals.
- 30.2 No waiver by Ozerentals of any breach of this Rental Contract by the Customer shall be deemed a waiver of any continuing or recurring breach.

### **31. Holding Over**

- 31.1 If the Goods are not returned to Ozerentals or not purchased in accordance with clause 22, then this Rental Contract will remain in force on a fortnightly basis upon all the Terms.



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### **32. Severability**

32.1 If any term or condition or any part of any term or condition of the Rental Contract becomes void, illegal, invalid or unenforceable then that term or condition must be severed from this Rental Contract and the remaining Terms or any part remaining term or condition shall not be affected and will continue to be in full force and effect and be unaffected by the severance of any other parts.

### **33. Attorney**

33.1 The Customer appoints Ozerentals as its attorney to do all things, execute all documents, and otherwise act in place of the Customer, for the purposes of giving effect to these conditions, including to recover possession of the Goods, recover amounts due under the Rental Contract, or for other purposes incidental to the Rental Contract.

### **34. Notice to the Customer**

34.1 Any document or notice to be given under this Rental Contract may be given by hand delivery, normal post, courier, or registered mail to the Customer's Billing Address as set out in this Rental Contract.

34.2 Any notice under the Rental Contract may be served by leaving it at or posting it to the address of the recipient as stated in the Rental Contract or last notified by the Customer whether or not in writing to Ozerentals and/or a known address of the Customer and will be deemed served or rendered at the time of leaving it or, if posted, on the business day following the day of postage and any notice may be signed by an officer, manager, authorised agent or solicitor of Ozerentals.

34.3 Alternatively, for the purpose of delivery of a document or giving notice under the Rental Contract, Ozerentals may use facsimile or electronic mail to the address stated in the Rental Contract or last notified by the Customer and/or a known address of the Customer and will be deemed served or rendered at the time of the dispatch receipt for a facsimile or the electronic mail the dispatch advice in the sent or out box for electronic mail.

34.4 In addition to the notice provisions in clause 34.2 and 34.3, Ozerentals may use any other available means of contact, including social media networks or the mobile telephone short message service (SMS) to a contact number or social media network address from information collected by Ozerentals or advised to Ozerentals, regardless of source, and will be deemed served or rendered at the time of the dispatch.

### **35. Entire Agreement**

35.1 This Rental Contract comprises and constitutes the entire Rental Contract between Ozerentals and the Customer and supersedes any prior arrangement or understanding in relation to the Goods.

35.2 No additional terms and conditions proposed by the Customer (including any terms contained in any purchase order provided by the Customer) apply to the rental of the Goods unless agreed in writing by Ozerentals.

### **36. No Reliance**

36.1 The Customer acknowledges that neither Ozerentals or any person acting on Ozerentals' behalf has made any representation or other inducement to the Customer to enter into the Rental Contract and that the Customer has not entered into the Rental Contract in reliance on any representations or inducements (including representations or inducements in relation to the use of the Goods) except for those representations or inducements contained in the Rental Contract.

### **37. Variation**

37.1 Any variation of these Terms must be agreed in writing between Ozerentals and the Customer.

### **38. Authority of Customer**

38.1 The person signing the Rental Contract for and on behalf of the Customer must only do so under a power of attorney. The attorney hereby covenants and represents to Ozerentals that he or she has the authority of the Customer to execute the Rental Contract on the Customer's behalf and is empowered by the Customer to bind the Customer to the Rental Contract and hereby indemnifies Ozerentals against all losses, costs and claims incurred by Ozerentals arising out of the person so signing the Rental Contract. The attorney must produce the power of attorney to Ozerentals. Ozerentals reserves the right not to proceed with the Rental Contract under the authority of a power of attorney.

### **39. Time of the Essence**

40.1 Time is to be of the essence of all obligations of the Customer in the Rental Contract.

### **40. Right of Refusal to Rent**

40.1 Ozerentals is in no way obliged to rent any Goods to the Customer and may refuse to rent Goods to the Customer at its absolute discretion, including but not limited to, if the Customer fails to provide adequate identification or if in the opinion of Ozerentals, the Customer's safety is put at risk by providing them with such Goods or the Customer is deemed unable to meet the rental obligation.

### **41. Risk**

41.1 Risk of damage to or loss of the Goods passes to the Customer at the time of delivery or pick up.

41.2 Ozerentals are not liable to the Customer for any loss or damage or deterioration of the Goods after delivery or pick up, even if Ozerentals arranges delivery.

### **43. Governing Law and Default Recovery**

43.1 The Rental Contract and each rental by the Customer will be governed in all respects by these Terms and laws of the State where the Rental Contract is entered into by the parties and each party submits to the exclusive jurisdiction of the courts of that State.

### **44. Handling Complaints**

- (a) The Customer may file a complaint under this Rental Contract by contacting Ozerentals in accordance with the details in Ozerentals Credit Guide. On receipt of a written complaint from the Customer, Ozerentals shall promptly reply within seven (7) business days acknowledging receipt of the complaint. Ozerentals shall immediately investigate the complaint and if necessary correspond directly with the Customer in relation to the disputed matter;

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- (b) The investigation will consider the nature of the complaint, whether the Customer complied with the Rental Contract and any proposed resolution;
- (c) Ozerentals will within thirty (30) business days of receipt of the notice of dispute from the Customer or a longer period of up to ninety (90) calendar days if agreed by the Customer, finalise the investigation of the dispute and report in writing to the Customer the result of the review;
- (d) Where the dispute is not resolved to the satisfaction of the Customer, the Customer has the right to escalate the dispute to the directors of Ozerentals for consideration; and
- (e) If the Customer is dissatisfied with the determination of the directors of Ozerentals then the Customer may refer the complaint to the external dispute resolution service Ozerentals subscribed to. The Customer must not file a complaint with Ozerentals' external dispute resolution service unless the Customer first attempted to resolve the complaint/dispute with Ozerentals under its internal dispute resolution mechanism. Ozerentals' Credit Guide which was provided to the Customer contains details of the external dispute resolution service provided by CIO (Credit and Investments Ombudsman Limited).