

The following Terms and Conditions apply to any agreement for the rental of Appliances by Ezy Living Rentals Pty Ltd ACN 135 470 754 as trustee for the Ezy Living Rentals Trust (the "Company") to the party named as the Renter in the Schedule ("You") annexed to or provided with these Terms and Conditions. Any other terms and conditions purported to be included by You are hereby excluded. Amendments to or deviations from these Terms and Conditions must be agreed in writing by the Company.

TERMS AND CONDITIONS

1. In this Agreement, unless the context otherwise requires:

"Agreement" means the Application, the Schedule, the Guarantee and Indemnity provided by Your Guarantor, these Terms and Conditions, and any other schedule or annexure to it;

"Appliances" means those items rented by You under this Agreement and as particularised in the Schedule, and includes any replacement Appliance;

"Application" means the application made by You for rental of the Appliances;

"Delivery Date" means the date specified as such in the Schedule;

"Company" means Ezy Living Rentals Pty Ltd ACN 135 470 754 as trustee for the Ezy Living Rentals Trust;

"Expiry Date" means the date specified as such in the Schedule;

"Guarantor" means the Guarantor named in the Schedule, and if more than one, then jointly and severally;

"National Credit Code" means the Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth) and includes regulations and instruments made for the purposes of that Schedule;

"PPSA" means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it;

"PPSR" means the Personal Property Securities Register established pursuant to the PPSA;

"Premises" means the premises specified in the Schedule at which the Appliances are to be kept during the Term of this Agreement;

"Proceeds" has the same meaning as in the PPSA;

"Purchase Price" means the amount specified as such for each Appliance item particularised in the Schedule;

"Schedule" means the Schedule generated by the Company on acceptance of the Application, and which includes the Application details, Your name and personal information, details of Your Guarantor, details of the Appliances hired, the rental fees payable, the charges and other costs which may be payable, the statements and acknowledgments regarding Credit reporting and the Privacy Act, and such other matters or information as the Company may require;

"Term" means the period commencing on the date You sign this Agreement and expiring on the date this Agreement is terminated under clause 10;

"You" means the Applicant/Renter named in the Schedule, and if more than one, then jointly and severally.

2. Agreement to Rent

2.1 You agree to rent the Appliances from the Company for the Term and on the terms and conditions set out in this Agreement.

3. Delivery or Supply of Appliances

3.1 If the Appliances have not been installed or delivered to the Premises, or alternatively have not been supplied direct to You for you to deliver to the Premises, by the Delivery Date this Agreement shall be at an end and, after refund to you of any rental payment made under this Agreement, You shall have no claims against the Company and the Company shall have no claims against You under the provisions of this Agreement. You acknowledge that the Company will not be liable for any damage incurred by the Appliances in the course of delivery except where the damage is caused by the negligence of the Company or a third party acting as agent for the Company.

4. Ownership

- 4.1 The Appliances remain the property of the Company at all times unless You purchase the Appliances in accordance with the provisions of Clause 12, at which time Ownership of the Appliances will pass to You.
- 4.2 Despite Ownership in the Appliances remaining with the Company, the risk in the Appliances will pass to You on the Delivery Date. You remain responsible for the Appliances and all payments required under this Agreement even if the Appliances are lost, destroyed, damaged or stolen.

5. Payments

- 5.1 You must pay the Company:
- (a) The rental instalments in advance on or before the due date for payment, without setoff or deduction. The amount of each rental instalment will be the Total Cost Per Rental Instalment Period amount shown in the Schedule. The first rental instalment is to be paid when You sign the Agreement unless another date is agreed to by the Company and from then on fortnightly as specified in the Schedule; and
 - (b) Any costs (including legal costs), expenses, fees, disbursements and charges (on a full indemnity basis) sustained or incurred by the Company in enforcing this Agreement or attempting to enforce its rights, remedies and powers under this Agreement, including but not limited to, recovering possession of the Appliances and/or any amounts owing, administrative fees, collection fees, cleaning fees, account servicing fees, interest and legal expenses. Such costs, expenses and charges may be recovered from You as a liquidated debt; and
 - (c) (d)if applicable, Delivery Fees, Collection Fees, Cleaning Fees, and Administrative Fees as detailed on the Schedule.
- 5.2 Rental instalments will be paid through Centrepay and/or by means of Direct Debit of your account and You must sign the attached Direct Debit Request at the time that You sign this Agreement.
- 5.3 Rental instalments will be payable by You until this Agreement is terminated in accordance with Clause **10**.
- 5.4 Where any of the Appliances are lost, damaged, destroyed or stolen You must pay the Total Cost Per Rental instalment Period amount multiplied by the length then remaining on the Term up to the Expiry Date in months, plus any arrears of rental instalments and other costs charges and expenses then owing to the Company.

6. Your Other Obligations

6.1 You must not:

- (a) remove the Appliances from the Premises without the prior written consent of the Company. You must.
- (b) not do anything or use the Appliances in a way which will or may cause the avoidance of any manufacturer's warranty over the Appliances;
- (c) not create any charge, lien or security upon the Appliances or allow the Appliances out of your personal control;
- (d) not alter, deface, remove or erase any notices, safety information, identifying mark, plate or number on the Appliances; and
- (3) not deal with, sell, assign, sublet, lend, pledge, grant a security interest in or allow any other encumbrance to arise in the Appliances.

6.2 You must:

- (a) notify the Company if any of your contact details change
- (b) keep the Appliances in proper working order and condition and in good and substantial repair. If the Appliances require repair, You must notify the Company of the need for the repair and give the Company the opportunity to coordinate those repairs and / or any warranty claims. You agree that You must not affect any repairs without first consulting the Company;
- (c) immediately notify the Company in the event of any loss, damage, destruction of or to the Appliances;
- (d) immediately notify the Company of any seizure or attempted seizure of the Appliances by a third party;
- (e) keep the Company fully indemnified against any loss, destruction or damage of or to the Appliances from any cause whatsoever (fair, wear and tear excepted) until the Appliances are returned to the Company.

7. The Company's Obligations

7.1 The Company will keep the Appliances serviced and replace any parts which are faulty due to fair, wear and tear.

7.2 You agree that to the full extent permitted by law neither the Company nor any person purporting to act with the authority of the Company has given any condition, warranty or representation whatsoever in your favour as to the condition or quality of the Appliances, or the suitability or fitness for ordinary or any special use or purpose of the Appliances, or as to the correspondence by the Appliance to any description of them. You acknowledge that the Company's liability is, where permitted by law, limited to replacement of the Appliances, the supply (or the cost of supply) of equivalent Appliances or the repair (or the cost of repair) of the Appliances.

8. Inspection

8.1 You authorise the Company or any person authorised by the Company to enter the Premises or any other premises where the Appliances may, in default of Your obligations under this Agreement, be at all reasonable

times for the purpose of inspecting, testing, maintaining and/or repairing, or in the case of any default by You, recovery of the Appliances.

9. Default

9.1 You will be in Default if:

- (a) You do not pay any amount payable under this Agreement when it is due to be paid;
- (b) You do not comply with any part of this Agreement;
- (c) any information which You have given the Company in connection with this Agreement is false or misleading;
- (d) You become insolvent, or You suspend payment of your debts generally;
- (e) if the Appliances are abandoned or are seized by any lawful authority; or
- (e) You die or become incapable of managing your own affairs.

10. Termination

10.1 You may terminate this Agreement at any time prior to the Expiry Date but only if you:

- (a) give a written notice to the Company during ordinary business hours stating that You wish to terminate the Agreement; and
- (b) at the time of giving that written notice, return the Appliances to the Company, at Your expense, appropriately protected and in the same clean condition and good working order it was in when You received it, ordinary fair wear and tear excluded; and
- (c) pay to the Company the Balance Due in respect of the Appliances as at that date.

“Balance Due” means the sum of the following amounts:

- (i) The Total Commitment Amount stated on the Schedule, less any rental instalments already paid by you; and
- (ii) If the Appliances are not returned clean, a Cleaning Cost in accordance with the Schedule; and
- (iii) All interest or account servicing fees owing on outstanding monies; and
- (iv) the Cleaning Fees, if the Company considers cleaning of the Appliance or Appliances is required; and
- (v) The Collection Fee (if applicable) and the Administrative Fee in accordance with the Schedule; and
- (vi) The Company’s costs and expenses of any Default by you.

10.2 The Company can terminate this Agreement and your right to possession of the Appliances at any time You are in Default.

10.3 For the removal of doubt, if this Agreement is not terminated prior to the Expiry Date under clause 10.1 or 10.2, then it will automatically end on the Expiry Date.

10.4 On termination of this Agreement under either clause 10.1 or 10.2, or by natural expiry under clause 10.3, the Company immediately becomes entitled to possession of the Appliances. You must immediately return the Appliances to the Company or give the Company or any person authorised by the Company, access to the Appliances on any reasonable request. The Company may take possession of the Appliances from You or may require You to deliver the Appliances to the Company's nominated location (at your expense). If the Company has arranged to collect the Appliances from You, You must ensure they are kept safe and secure until the time of collection. In re-taking possession of the Appliances, the Company may, without notice, liability or legal process, enter upon or into the premises and may break open any gate, door or fastening and detach or dismantle the Appliances from any part of the premises to which the Appliances have been fixed.

10.5 Unless you have exercised your right to purchase the Appliances upon the Expiry Date under clause 12, if you do not return the Appliances to the Company (or permit the Company to access the Appliances, as the case may be) on the Expiry Date or within 3 Business Days of the date of termination by the Company under clause 10.2, then the full amount owing remaining on this Agreement plus any arrears and the Company's other cost charges and expenses arising as a result of You failing to return the Appliances will be payable as a liquidated debt.

11. Recovery of Unpaid Money

11.1 The Company may engage the services of a debt collection agency for recovery of any rental instalment or other money payable under the terms of this Agreement which is overdue by fourteen (14) days or more and any costs of such an engagement will be a debt owing by You to the Company.

12. Purchase of Appliances

12.1 Provided that You are not then in default you may on the Expiry Date, but prior to return of the Appliances to the Company, by payment to the Company of the Purchase Price and any monies owing by you under this Agreement, acquire ownership of the Appliances. Upon clear payment of the Purchase Price and any other monies owing under this Agreement to the Company, title in the Appliances will pass to you, this Agreement will be immediately at an end and You will have no further claim against the Company and the Company will have no further claim against You under the provisions of this Agreement.

13. Guarantee

13.1 You must procure execution of the Guarantee and Indemnity attached to this Agreement by Your Guarantors.

14. Indemnities

14.1 You agree to use, operate and possess the Appliances at Your own risk. You agree that the Company will have no responsibility or liability for any loss or damage to any of Your property. To the full extent permitted by law, You release and discharge the Company and its agents and employees from:

- (a) all claims and demands on the Company; and
- (b) any loss or damage whatsoever and whenever caused to You or Your agents, employees, family members or occupiers of the Premises 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 breakdown of, or defect in, the Appliances or any accident to or involving the Appliances or their use, operation, repair, maintenance or storage or which may otherwise be suffered or sustained, upon or near the Appliances.

14.2 You assume liability for, and to the fullest extent permitted by law, indemnify and will keep indemnified, protected, saved and harmless the Company 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) arising out of or alleged to arise out of the deliver, selection, purchase, acceptance or rejection, ownership, possession, use, repair, maintenance, storage, or operation of the Appliances, and by whomsoever used or operated (except where used by the Company or any persons on behalf of the Company).

15. PPSA

15.1 You consent to the Company effecting at any time a registration on the PPSR (in any manner the Company considers appropriate) in relation to any Security Interest arising under or in connection with this Agreement and You agree to provide all assistance reasonably required by the Company to facilitate this. You acknowledge that if the Company's interest under this Agreement is a Security Interest for the purposes of the PPSA:

- (a) that Security Interest relates to the Appliances and all Proceeds of any kind; and
- (b) this Agreement is a security agreement for the purposes of the PPSA.

16. Notices

16.1 Any notice or demand to be given under or in relation to this Agreement will be deemed to be duly given or made if it is in writing and:

- (a) In the case of You, by:
 - (i) Delivering it to You personally; or
 - (ii) Leaving it at the Premises; or
 - (iii) Leaving it at, or sending it by prepaid post, facsimile or electronic communication to the address of the place of residence or business of You last known to the Company; and
- (b) In the case of the Company, by:
 - (i) Leaving it with an officer of the Company at the Company's office address or any other address the Company has provided to You; or
 - (ii) Sending it by post, facsimile or electronic communication to any address the Company has provided to You.

16.2 If You wish the Company to use electronic communication to give a notice:

- (a) You must provide the Company with authorisation to use a specific electronic address. Completion of an electronic address on the Schedule to this Agreement will be deemed to be that authorisation; and
- (b) The Company will only give a notice through electronic communication where the National Credit Code and this Agreement permit it.

17. General Provisions

17.1 References to:

- (a) One gender includes the others;
 - (b) The singular includes the plural and vice versa;
 - (c) A person includes a body corporate, association or other entity and vice versa;
 - (d) A party includes the party's executors, administrators and successors.
- 17.2. If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly and an obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- 17.3. No provision of this Agreement 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 You to indemnify the Company for any loss or liability arising under the Consumer Credit Code.
- 17.4 The provisions of any Statute, which alters the effect of any provision of this Agreement shall not apply to this Agreement so far as this lawfully can be done.
- 17.5. This Agreement may be executed in any appropriate number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument. Both parties acknowledge and agree that the original of this Agreement may be in facsimile form and agree to accept the facsimile copy as the original and binding Agreement.
- 17.6. This Agreement is governed by the laws of Queensland.
- 18. Notice of disclosure of Your credit information to a credit reporting agency. (Privacy Act 1988)**
- 18.1 The Company may give information about You to a credit reporting agency, for the following purposes:
- (a) to obtain a consumer credit report about You, and/or
 - (b) to allow the credit reporting agency to create or maintain a credit information file containing information about You.
- 18.2 The information is limited to:
- (a) Identity particulars - Your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
 - (b) Your application for credit or commercial credit - the fact that You have applied for credit and the amount.
 - (c) The fact that the Company is a current credit provider to You.
 - (d) payments which are overdue by more than 60 days, and for which debt collection action has started.
 - (e) advice that Your payments are no longer overdue in respect of any default that has been listed.
 - (f) information that, in the opinion of the Company You have committed a serious credit infringement (that is, fraudulent or showing an intention not to comply with Your credit obligations).

- (g) dishonoured cheques - cheques drawn by You for \$100 or more which have been dishonoured more than once.
- (h) that credit provided to You by the Company has been paid or otherwise discharged.

18.3 Period to which this understanding applies

This information may be given before, during or after this Agreement has commenced.

19. Marketing

19.1 The Company may keep You informed about other appliances, products and services including products and services supplied by third parties that may be of interest to You. You agree that your personal information provided to the Company in relation to this Agreement may be used to send marketing material and offers about products and services. The Company may send the marketing material and offers by way of post, email, social media or other online services. If you do not wish to receive this information, you will need to provide written notice to the Company. The Company's privacy policy is published on the Company's websites: www.ezylivingrentals.com.au or www.appliancerentals.com.au.

20. Other Fees

20.1 You acknowledge that the following fees and charges may also be payable:

1. Delivery Fee

You will be liable to reimburse the Company for the costs incurred by the Company for delivery of the Appliances as set out below (but those fees and charges will not exceed \$300):

| Type of Delivery | Amount of Fee | Description of Fee |
|-------------------|---------------|---|
| 1 person delivery | \$50.00 | Payable for delivery of the Appliances within a 50km radius of the Company's business premises. |
| 2 person delivery | \$80.00 | Payable for delivery of the Appliances within a 50km radius of the Company's business premises. |
| Extended delivery | \$1.00 per km | Payable for delivery of the Appliances outside a 50km radius of the Company's business premises i.e. where delivery is made 100km from the Company's business premises You will be liable for a fee of \$100.00 |

2. Collection Fee

The following fees and charges are payable by You for the collection of the Appliances (but those fees and charges will not exceed \$300):

| Type of Collection | Amount of Fee | Description of Fee |
|---------------------|---------------|--|
| 1 person collection | \$50.00 | Payable for each collection of the Appliances undertaken by the Company within a 50km radius of the Company's business premises. |
| 2 person collection | \$80.00 | Payable for each collection of the Appliances undertaken by the Company within a 50km radius of the Company's business premises. |

| | | |
|---------------------|---------------|--|
| Extended collection | \$1.00 per km | Payable for each collection of the Appliances undertaken by the Company outside a 50km radius of the Company's business premises i.e. where collection is made 100km from the Company's business premises You will be liable for a fee of \$100.00 |
|---------------------|---------------|--|

3. Cleaning Fees

The following fees and charges are payable by You for the costs reasonably estimated or incurred by the Company in cleaning the Appliances. The fees and charges will vary depending on the cleanliness of the Appliances upon return to the Company. For example the Premium Cleaning Fee will be payable for Appliances that are heavily soiled beyond what the Company considers to be normal wear and tear. The range for the cleaning fees is as follows:

| Item | Standard Cleaning Fee | Premium Cleaning Fee |
|--|-----------------------|----------------------|
| Beds | \$110.00 | \$220.00 |
| Furniture Lounges and Sofa Beds | \$80.00 | \$160.00 |
| Furniture | \$30.00 | \$60.00 |
| Appliance - Fridges, Washers, Dryers, Microwave | \$30.00 | \$60.00 |
| Fitness Equipment | \$30.00 | \$60.00 |
| Gaming | \$25.00 | \$50.00 |
| TV & Audio Equipment | \$20.00 | \$40.00 |
| Laptops / Tablets / Desktops (including reimaging equipment) | \$90.00 | \$180.00 |
| Heating & Cooling | \$30.00 | \$60.00 |
| Communications | \$0 | \$0 |

4. Administrative Fees

You will be liable to reimburse the Company for any administrative costs incurred by the Company as a result of the termination of the Rental Agreement including:

1. any photocopying, printing and stationary costs; and
2. The costs of finalising You's account.

The administrative fees are charged per item of Appliances rented under this Rental Agreement in accordance with the following:

| Number of items of Appliances | Administrative Fee |
|-------------------------------|--------------------|
| 1 item | \$15.00 |
| 2 items | \$30.00 |
| 3 items | \$45.00 |
| 4 or more items | \$50.00 (max) |