Fleet Management Services

The Lease Company Pty Ltd

RECITALS

The Vehicle Custodian employs **The Lease Company** to act as their agent with respect to matters of fleet management for the **Vehicle** as per services identified in the referenced schedule.

The Vehicle Custodian agrees to be bound by the terms and conditions contained in this Agreement.

The terms and conditions of this Agreement are contained in this document, any referenced Schedules and the General Terms and Conditions as available on the website.

DIVISION 1 – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Agreement	This Agreement as contained in this document and any referenced Schedules and Calculations/Quotes.
Calculations/Quotes	Calculations and Quotes provided by The Lease Company and referenced by this Agreement, and any subsequent recalculations.
Customer	The party purchasing the product and/or service (you).

The Lease Company	The Lease Company Pty Ltd 48 087 669 618 (us).
Privacy Policy	As available at https://myfleet.lease
Schedules	The documents referenced in this Agreement containing the specific terms and conditions that relate to the particular product and/or service being purchased by the Customer.
Terms and Conditions	The provisions outlined in this Agreement and any referenced Schedules and Calculations/Quotes.

1 THE LEASE COMPANY'S OBLIGATIONS

1.1 **The Lease Company** agrees to provide the **Customer** with a quote/estimate for the products and/or services being purchased by the **Customer.** The quote/estimate is an offer to provide the products and/or services that is subject to and conditional upon your credit application being approved by **The Lease Company**.

1.2 **The Lease Company** agrees to provide the products and/or services required by the **Customer** in accordance with these **Terms and Conditions** and any additional **Schedules** referenced in these **Terms and Conditions**.

1.3 **The Lease Company** does not provide consumer financial or tax advice, and as such, it is incumbent on the **Customer** to ensure that they seek the appropriate advice in these areas from licensed professionals.

1.4 **The Lease Company** agrees to use the **Customer's** information in accordance with its **Privacy Policy** (as listed on the website).

2 CUSTOMER'S OBLIGATION

2.1 The **Customer** undertakes to provide all relevant information as reasonably requested by **The Lease Company** for the purposes of this **Agreement**, and warrants that such information is true and accurate.

2.2 The **Customer** agrees to be bound by these **Terms and Conditions**, in addition to those contained in any referenced **Schedules** and **Calculations/Quotes**.

2.3 By accepting the quote and signing it, the **Customer** is accepting the **Terms and Conditions** as contained in this **Agreement** and any referenced **Schedules** and **Calculations/Quotes**, subject to the approval of the **Customer's** credit application by **The Lease Company.**

2.4 There is no cooling off period and the **Customer** cannot cancel this **Agreement** without financial and contractual consequences.

2.5 The **Customer** agrees that they understand that **The Lease Company** is not providing, or purporting to provide, financial or tax advice in the consumer or Business-to-Business market, and that separate independent advice should be obtained by the **Customer**.

3 COSTS AND PAYMENT

3.1 The **Customer** understands and agrees that **The Lease Company** is acting as an intermediary and making payments on their behalf to third party suppliers, in accordance with the relevant referenced **Schedules** and **Calculations/Quotes.**

3.2 The **Customer** understands that the payments estimated by **The Lease Company** are based on the information *provided by the **Customer***, and in the event that this information is incorrect or changes over time (and the **Customer** fails to notify **The Lease Company**), the estimates given by **The Lease Company** will require recalculation.

3.3 For the avoidance of doubt, recalculations are not a failure on **The Lease Company's** behalf to perform its obligations under this **Agreement**.

3.4 **The Lease Company** agrees to provide the **Customer** with relevant and timely advice as to the costs associated with, and likely to emerge from, the purchase of the product and/or service. These will be provided in the form of estimates and will be predicated on the information provided by the **Customer** in relation to the anticipated vehicle usage.

3.5 **The Lease Company** agrees to keep the **Customer** apprised of any changes to estimates, quotes and calculations relevant to their product and/or service if they are made aware of the necessity for change. These are referred to as re-calculations and will follow events that reasonably lead **The Lease Company** to believe that the estimated costs need to be revised.

3.6 The **Customer** agrees to proceed on the basis of the advice and estimates, quotes and calculations provided by **The Lease Company**, and further accepts any and all changes made by **The Lease Company** in the form of recalculations.

3.7 The **Customer** agrees to make any payments associated with the product and/or service purchased by them in accordance with the terms and conditions contained in the referenced **Schedules** and **Calculations/Quotes**.

3.8 The **Customer** agrees that all payments will be made via direct debit bank transfer, unless otherwise agreed by the parties and set out in the referenced **Schedule**.

4 DEFAULT

4.1 In the event that the **Customer** fails to perform any of their obligations under this **Agreement**, the referenced **Schedules** and **Calculations/Quotes**, including but not limited to payment obligations and all other general (positive and negative) obligations, **The Lease Company** is entitled to terminate the **Agreement** immediately.

4.2 If the **Agreement** is terminated in this manner, **The Lease Company** retains the right to be reimbursed for any outstanding costs and/or expenses incurred on behalf of the **Customer** in accordance with this **Agreement** and its **Schedules**.

4.3 In the event that the default continues unresolved, **The Lease Company** reserves the right to provide third party Debt Collecting and/or Credit Reporting Agencies with otherwise private information, in accordance with our **Privacy Policy**, in order to obtain payment and comply with reporting requirements.

4.4 In addition to the above rights, and without prejudice to any other rights, powers or remedies at law, **The Lease Company** may in equity, under this **Agreement** or otherwise, do all acts and pay all moneys necessary to make good any breach or default of the **Customer** or any guarantor and any expenses reasonably incurred in making good the breach or default (including legal fees, collection fees and all other reasonable associated costs) shall be immediately payable by the **Customer** to **The Lease Company**.

4.5 An additional administration fee of AU$250.00 will be charged in the event that the **Customer** defaults under this section. **The Lease Company** reserves the right to charge this amount against any existing account belonging to the **Customer** if default occurs.

5 TERMINATION AND CANCELLATION

5.1 The **Agreement** may terminate on the occurrence of any of the following:

(i) The natural end date of the **Agreement** is reached, and the **Customer** has paid any and all outstanding amounts to **The Lease Company**;

(ii) The **Customer** defaults under section 4 of this **Agreement**; or

(iii) An insolvency event, voluntary or forced administration and schemes of arrangement.

For the avoidance of doubt, 5.1(iii) anticipates any and all events associated with potential insolvency, bankruptcy or other event that impairs a **Customer's** ability to make payments under this or any other agreement.

5.2 If for any reason whatsoever, the **Customer** cancels this **Agreement** *before* the supply of the products and/or services is made to the **Customer**, then the **Customer** will be liable for any supplier cancellation fees and **The Lease Company's** reasonable administrative and other costs. The **Customer** will be notified of this amount and will be required to pay this amount to **The Lease Company**.

5.3 For the avoidance of doubt, **The Lease Company** is not obliged to cancel this **Agreement** if it cannot cancel the order with the supplier without cost.

5.4 **The Lease Company** reserves the right to recover the reasonable costs associated with termination or cancellation from the **Customer**, and may do so by charging the costs to the **Customer's** account.

6 DISPUTES AND RESOLUTION

6.1 In the event that any dispute arises under this **Agreement**, both parties agree to notify the other of the dispute, and agree to attempt to settle the dispute without resort to external experts in the first instance.

6.2 If the dispute continues unresolved for 14 business days after notice of the dispute has been given, then the dispute may be referred to an independent expert, by **The Lease Company,** for resolution.

6.3 If an independent expert is approached to resolve the dispute, then the following applies:

(i) The expert acts as an expert, not an arbitrator;

(ii) The parties agree to do all necessary things to procure the decision of the expert as soon as possible, or in any event, within 30 days of the dispute being referred to the expert;

(iii) The expert may determine at their discretion, the procedure and manner in which a decision is reached;

(iv) The decision of the expert shall be binding on all parties an may be carried into effect by a court of competent jurisdiction at the insistence of either party;

(v) This clause survives termination of the **Agreement**; and

(vi) The party against which a decision is made under this clause must immediately pay to the successful party, any and all costs (including legal fees) associated with obtaining the decision of the expert.

6.4 The alternative dispute resolution provider subscribed to by **The Lease Company** is the Australian Financial Complaints Authority (AFCA) as part of credit licensing requirements.

7 INDEMNITIES

7.1 The **Customer** agrees to fully indemnify **The Lease Company** against any and all injury (including death), loss and damage occurring to persons or property in connection with the product and/or service purchased by the **Customer**.

7.2 The **Customer** agrees that **The Lease Company** does not provide any warranties, express or implied, in relation to the vehicles and services supplied by third parties.

7.3 The **Customer** hereby charges all their right, title and interest in any land they presently or hereafter own with the performance of their obligations under this **Agreement** and hereby consents to the registration by **The Lease Company** of a caveat against the title to such land to protect the charge created by this **Agreement**.

8 ACCEPTANCE

8.1 Signing the **Calculation/Quote** provided to by The Lease Company constitutes acceptance of this **Agreement,** any referenced **Schedules** and the **Privacy Policy**, and creates a legally binding relationship between the **Customer** and **The Lease Company**.

8.2 When the **Customer** signs the **Calculation/Quote**, they agree to be bound by the **Terms and Conditions** contained in this **Agreement**, its **Schedules** and any referenced **Calculations/Quotes**, in addition to the **Privacy Policy.**

DIVISION 2 – SPECIFIC FLEET MANAGEMENT TERMS AND CONDITIONS

DEFINITIONS

Compulsory Third Party Insurance	Insurance as provided by The Lease Company as part of the agreed costs.
The Lease Company	The Lease Company Pty Ltd 48 087 669

	618 (us).
Fuel Account Facility	Budgeted fuel as per the agreed costs, with use of fuel cards in line with budgets, as they appear from time to time.
Customer	You.
Vehicle	The vehicle as references in the attached schedule and quote.
Goods and Services Tax (GST)	As per Australian Tax legislation. Goods and services tax is charged at 10% of the purchase price.
Operating Costs Account	The specific account allocated to the Vehicle for the purposes of the agreement, for the accrual of costs over time. Payments to third party suppliers will be made on behalf of the Customer from this account in line with the agreed costs.
Service Provider	Any third party service provider used for any purpose under this agreement.
Services	The various services referred to in this Agreement are specifically those services outlined in the relevant section of the Agreement or the referenced Schedule.

1 OPERATING COST BUDGET

1.1 **The Lease Company** has, in conjunction with **Customer** established a monthly operating budget for **The Vehicle**.

1.2 The budget has been created using the fleet management expertise of **The Lease Company** and advice from the **Customer**.

1.3 The monthly operating budget is equivalent to the estimated total operating costs of **The Vehicle** whilst under this agreement, amortized into equal monthly installments for the duration of this agreement.

1.4 The noted operating costs are identified per the provided calculation contained in the Schedule, which includes an allowance for **Goods and Services Taxes** and administration charges.

1.5 For the avoidance of doubt, it is the information provided by the **Customer** that forms the basis of the estimated monthly operating budget. If this information is incorrect or changes over time, the **Customer** needs to inform **The Lease Company** of this as soon as possible.

1.6 **The Lease Company** has the irrevocable right to adjust estimated monthly operating budgets in the event that it becomes obvious that the information provided by the **Customer**, on which the estimate is based, was incorrect or has changed over time. This does not need to be done in consultation with the **Customer.**

2 OPERATING COST ACCOUNT

2.1 **The Lease Company** will create an **Operating Cost Account** for the **Vehicle** wherein all payments made to The Lease Company under the terms and conditions of this agreement will be credited to this account.

2.2 In respect of the services identified in the calculation, with each instance of a cost occurrence, **The Lease Company** will debit the **Operating Cost Account** by the corresponding expense. In other words, whenever there is an expense incurred in relation to **The Vehicle**, on behalf of **the Customer**, the **Operating Cost Account** belonging to the **Customer** will have a corresponding amount deducted from it.

2.3 Any credit balance in the **Operating Cost Account** at any given time remains the property of **the Customer,** until such time as it is consumed by **the Customer**, in accordance with the terms of this agreement.

2.4 **The Lease Company** may, at its discretion, permit the **Operating Cost Account** to have a debit balance for a very limited period of time.

2.5 When a cost is incurred in relation to **The Vehicle**, **The Lease Company** will only be liable for that cost up to and not exceeding the total **Operating Cost Account** credit balance that exists at the time of that cost being incurred.

2.6 If a cost is incurred that exceeds the credit balance in the **Operating Costs Account** of **the Customer**, then the **Customer** will be directly responsible to the **Service Provider** for that cost. The **Customer** will be liable to pay those amounts, within the credit terms and conditions offered by the **Service Provider**, to **The Lease Company** to effect settlement with the Service Provider.

3 SERVICES TO BE PROVIDED BY THE LEASE COMPANY

3.1 **The Lease Company** will use its best endeavors, subject to there being sufficient credit in the **Operating Cost Account** referred to in Section 2, to bear the cost of maintaining the **Vehicle** in good running order.

3.2 **The Lease Company** retains its option to pre-approve all expenditure prior to the **Service Provider** undertaking the repair or maintenance of the **Vehicle.**

3.3 The **Services** provided for under this Agreement are identified in the calculation provided in the Schedule.

3. 4 There may be some additional Services that have not been considered in the creation

of the Operating Costs Budget, and are not included in the maintenance referred to in this section 3.

(ii) **The Lease Company** may at its discretion, authorize payment of these items provided there are sufficient funds in the **Operating Cost Account** to cover this expense.

(iii) These additional **Services** may include, but are not limited to, the repair of damage, towing and/or insurance excess required due to accidental damage (including windscreens).

3.5 Specifically, **The Lease Company** may exclude the following **Services**:

(i) Maintenance completed at the request of the **Customer,** which is not reasonably incurred or of a reasonable amount;

(ii) Maintenance of accessories, fittings or sign writing added to the **Vehicle** by the **Customer**;

(iii) Cleaning of the **Vehicle**;

(iv) Replacement of more than the number of tires as provided for by the calculation in the attached Schedule;

(v) Payment of vehicle registration and insurance fees; and

(vi) Items that are capital in nature for example, tow-bars, bull-bars and roof-racks.

3.6 Where the calculation in the Schedule includes the following **Services**, **The Lease Company** will, using its best endeavors, attempt to provide the following:

(i) **FUEL:** With respect to the supply of fuel, provide the **Customer** with a fuel card enabling access to purchase fuel using the **The Lease Company Fuel Account Facility. The Lease Company** will bear the cost of settling this account facility on a monthly basis.

(ii) **REGISTRATION:** Bear the cost of keeping the **Vehicle** registered in accordance with statutory requirements and will pay the **Compulsory Third Party Insurance**. **The Lease Company** will only perform this task where the **Customer** provides **The Lease Company** with the required renewal notice within the relevant timeframes (as stipulated by the relevant State Authority).

(iii) **INSURANCE:** Pay the premiums arising under any comprehensive insurance policy for the **Vehicle**, only where renewal notices are provided to **The Lease Company** by the **Customer**. **The Lease Company** may liaise with the applicable insurance underwriter and provide assistance in managing the insurance claim and repair process.

(iv) **SALE:** Upon request from the **Customer** arrange for and manage the disposal of the **Vehicle.** This is not intended to be a guarantee that **The Lease Company** will successfully dispose of the **Vehicle** in every case.

(v) **ADVICE:** From time to time, provide the **Customer** with advice and management information in relation to the acquisition, running and disposal of a vehicle, which may become, or is at the time, the subject of fleet management arrangements.

(vi) **REPORTING:** Provide the **Customer** with periodic management reports, which detail transactional costs for the period and statements of cumulative **Operating Cost Account** balances.

4 PAYMENT

4.1 The **Customer** agrees to pay the nominated monthly **Operating Cost Budget** amount to **The Lease Company**, in advance, on a date agreed at the time the agreement is entered into, for the term of the fleet management agreement.

4.2 All payments to be made under this agreement must be made by direct debit bank transfer (or if agreed, by direct credit bank transfer) to an account advised by **The Lease**

Company from time to time.

4.3 The **Customer** is liable to pay all stamp duties, financial institutions duty and other costs and taxes of a similar kind, arising from or in relation to, any payment to be made in connection with the operating of the vehicle and this agreement.

5 DEFAULT

5.1 If the **Customer** fails to perform the obligations contained in section 4 (Payments), or any other obligation under this agreement, they will be in Default.

5.2 **The Lease Company** reserves the right to do all things necessary and reasonable to recoup any costs and expenses associated with the Default.

5.3 Default will result in termination, however the option to continue the relationship under a revised arrangement or any other terms will be at **The Lease Company's** sole discretion.

6 TERMINATION AND EARLY TERMINATION

6.1 **The Lease Company** and the **Customer** agree that this Agreement will be effectively terminated if any of the following events occur:

(i) The Agreement reaches its natural end date in accordance with the terms of this Agreement.

(ii) The **Customer** defaults under section (4) and/or (5) of the agreement, in which case the Agreement may be terminated immediately at the sole discretion of The Lease Company.

6.2 For the avoidance of doubt, an insolvency event as described in Division 1 Section 5 of this Agreement, if it occurs before the natural termination date, will be deemed to be an early termination and will incur the associated fees.

6.3 In the event of early termination (due to an insolvency event or otherwise), The Lease Company will retain the right to recover all associated fees and costs (including search, collection and legal fees) from the party named on the contract.

7 SETTLEMENT OF OPERATING COST ACCOUNT

7.1 Where termination of this agreement occurs under any provision of section 6 of this agreement, **The Lease Company** will reconcile and advise the **Customer** regarding the balance of the **Operating Cost Account** (if any).

7.2 Where termination of this agreement occurs under section (6 (ii)) of this Agreement, settlement of the **Operating Cost Account** will incur an additional administration fee of $250.00, which will be deducted from the **Operating Cost Account**. **The Lease Company** will reconcile and advise the **Customer** as to the remaining balance **Operating Cost Account** (if any).

7.3 **The Lease Company** will not be liable for any costs incurred in relation to the **Vehicle**:

(i) Which are not incurred during the life of this agreement;

(ii) Where the cumulative cost of the transactions will exceed the accrued balance of the **Operating Cost Account**; or

(iii) Where the expenditure is not calculated in the **Operating Cost Account** settlement.

7.4 If for whatever reason the settlement of the **Operating Cost Account** results in a debit balance to **The Lease Company**, the **Customer** will, upon written demand, pay to **The Lease Company** any amounts due by the **Customer**.

8 GST

8.1 The monthly **Operating Cost Budget** takes into consideration Goods and Services Tax. **The Lease Company** will at all times comply with applicable taxation laws, including compliance with legislation such as the Anti-Money Laundering and Counter Terrorism Act.

8.2 Should an insufficient allowance have been made with respect to GST, the **Operating Costs Budget** will be adjusted accordingly.

9 INDEMNITY

9.1 The **Customer** fully indemnifies **The Lease Company** against any loss, damage or injury (including death) to persons or property occurring in connection with the **Vehicle** or as a result of the use of the **Vehicle** except where the loss, damage or injury results from the negligence of **The Lease Company.**

10 ACCEPTANCE

10.1 By signing the calculation Schedule in respect to the supply of the services outlined in this Agreement, the **Customer** agrees to abide by all terms and conditions contained within this Agreement and any other referenced documents.