General Terms and Conditions
The Lease Company Pty Ltd ABN 48 087 669 618

This document forms the basis for engaging The Lease Company Pty Ltd (hereafter referred to as The Lease Company) in relation to the products and/or services being purchased by the Customer. It provides the basic Terms and Conditions applicable to any and all products and services offered by The Lease Company.

This document should be read in conjunction with any referenced Schedules, which will be specific to the product and/or service being purchased by the Customer.

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 to this Agreement.
Customer	The party purchasing the product and/or service.
The Lease Company	The Lease Company Pty Ltd 48 087 669 618
Privacy Policy	As available at www.The Lease Company.com.au
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 and collection fees) 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 fess 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 instance 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 Indemnity

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.

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.**