Operating Lease Terms and Conditions

The Lease Company Pty Ltd ABN 48 087 669 618

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 to this Agreement.
Customer/Lessee	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**:** **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 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 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 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.

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 – OPERATING LEASE TERMS AND CONDITIONS

Definitions

Adverse Claims History	Means in relation to the Vehicle, that there is an adverse claims history or other similar arrangement, in relation to the Vehicle or the Parties to this Agreement.
The Lease Company	The Lease Company Pty Ltd
Excess Use Charges	Charges associated with vehicle usage above and beyond the original estimation provided for in the initial budget/quote.
Expert	To be determined at the time, depending on the type of expert required in the circumstances.
The Lease Company Vehicle Order	Documentation used to order vehicles from third party suppliers.
Lease	The terms and conditions in this lease document, in addition to any referenced schedules, quotes, estimates and further recalculations.
Lessee	Same as Customer (above)
Lease Schedule	The document signed by the Lessee/Customer at inception.
Monthly Lease Rental	As outlined by the referenced schedule and quote.
PPSA	The *Personal Property Securities Act 2009* (Cth) and any regulations made pursuant to it.
PPSR	The Personal Property Securities Register established pursuant to the PPSA.
Reasonable Condition	As it appears under the AFLA Guidelines and as it is defined in this agreement.
Rule of 78 Method	As per the industry standard for this accounting method.
Security Interest	Has the same meaning as in the PPSA.
Vehicle	The Vehicle you chose to lease under this agreement, as referenced by the schedule and quote.

1. AUTHORISATIONS

1.1 Signatories to the **Vehicle Order** and **Lease Schedule** warrant that they are duly authorised officers of the **Lessee** and are authorised on behalf of the **Lessee** to carry out negotiations on behalf of the **Lessee** for the purpose of this **Lease**.

2. EXCESS USAGE CHARGES

2.1 **Excess Usage Charges** will be charged to the **Lessee** at the rate nominated in the **Lease Schedule**.

2.2 The charge will be incurred if and when the **Vehicle** has travelled 1000 kilometres over the agreed pre-determined kilometre cap at lease end.

3. REASONABLE CONDITION AND UNFAIR WEAR AND TEAR

3.1 At the expiration of the **Lease**, or in the event of early termination of the **Lease**, the **Lessee** will be wholly responsible for returning the vehicle to **The Lease Company** in **Reasonable Condition**. Determination of **Reasonable Condition** will be at the sole discretion of **The Lease Company** or, in the event of a dispute, by a mutually agreed third party **Expert**.

3.2 For the avoidance of doubt, all costs associated with returning the **Vehicle** to **The Lease Company** are the responsibility of the **Lessee.**

3.3 In the event that the **Vehicle** is not returned to **The Lease Company** in **Reasonable Condition** the **Lessee** agrees to pay all amounts, as determined by **The Lease Company**, to effectively return the **Vehicle** to **Reasonable Condition**.

3.4 Before returning the **Vehicle** the **Lessee** may remove any accessories fitted at the **Lessee's** expense during the term of the **Lease**. Any resulting damage to the **Vehicle** must be made good to the satisfaction of **The Lease Company**, and in any event the **Vehicle** must be returned in original specification.

3.5 The **Lessee** will not have any claim against **The Lease Company** in respect of any such accessory, which is not removed.

3.6 The definition of **Reasonable Condition** includes but is not limited to:

a. Vehicle has a good clean appearance throughout (including, without limitation, all paintwork and trim);

b. All equipment and accessories are as originally supplied (including, without limitation, spare keys and service books, wheel covers, radio and mud flaps, where fitted);

c. Vehicle is in sound mechanical order, and has only been exposed to fair wear and tear (being the deterioration of a Vehicle through general use under the normal conditions for which the Vehicle is designed) having regard to the distance travelled or engine hours operated (as the case may be);

d. Vehicle complies in all respects with the requirements of any governmental authority or body and insurance company with respect to registration (including roadworthiness, exhaust emissions) and insurance;

e. Vehicle has no scratches, (other than stone chips or scratches not through to the metal) or body or interior trim work damage;

f. All sign writing and other distinctive markings have been removed from the Vehicle, and any damage resulting from the removal has been made good;

g. Vehicle has the same number of tyres as provided by the manufacturer originally (including spares), each having a tread that complies with the roadworthiness requirements of the relevant motor vehicle registration authority; and

h. Vehicle has been serviced in accordance with the manufacturer's recommended maintenance and repair schedule; and

i. Vehicle has remained smoking and pet-free for the duration of the Lease.

4. VEHICLE ORDERS AND RENTAL ADJUSTMENTS

4.1 An **The Lease Company Vehicle Order**, when placed with a third party supplier, undertaken solely on behalf of the **Lessee**, will be construed as irrevocable.

4.2 Alteration to the vehicle order will be limited only to changes that may be mutually agreed by **The Lease Company**, the **Lessee** and the supplier of the motor vehicle. The **Lessee** will be bound to proceed with this **Lease** and acceptance of the **Vehicle** once the vehicle order has been placed on their behalf.

4.3 **The Lease Company** reserves the right to alter the agreed lease rental if, during the period between **The Lease Company** ordering the **Vehicle** and it being delivered by the supplier to the **Lessee**, there is a change in any one or more of the following:

a. The cost of acquiring the Vehicle;

b. The interest rate at which **The Lease Company** is prepared to enter into the lease agreement; and/or

c. Government or statutory charges in connection with the vehicle, including (but not limited to) registration and compulsory third party insurance, contract stamp duty, rental business duty or hiring arrangement duty (as applicable); and

d. Any other relevant market fluctuation.

4.4 The total value of any alteration to the agreed lease rental will be limited to the cost to **The Lease Company** of any of the above items.

5. CONTRACT INCEPTION

5.1 The **Lease** start date shall be deemed to be the date at which the **Vehicle** is delivered to the **Lessee**.

5.2 If the **Lessee** has not made reasonable efforts to accept delivery of the **Vehicle** for at least 7 days from the date of first advice of availability, the Lease will be effective 7 days from the date of first advice being provided.

5.3 **The Lease Company** will not be liable for any costs incurred as a result of delay in delivery of the **Vehicle**.

5.4 Upon taking delivery of the **Vehicle** from **The Lease Company,** or a third party supplier, the **Lessee** agrees that the **Vehicle** has been delivered in an acceptable condition and is in accordance with their ordered specifications, and indemnifies **The Lease Company** against any claim regarding fitness for purpose or other such claims likely to be made by employers.

6. SERVICE, MAINTENANCE AND REPAIR

6.1 Where the **Lease Schedule** so contemplates, full maintenance shall include routine service obligations (including the number of tyres specified in the **Lease Schedule** only) necessary to maintain the **Vehicle** in sound mechanical repair.

6.2 The **Lessee** must when appropriate, submit the **Vehicle** to the manufacturer's service agent for maintenance. The **Lessee** must also carry out all other requirements of **The Lease Company** in relation to submitting the **Vehicle** to that service agent for maintenance and ensure compliance with any special conditions as stipulated by the service agent. All service and maintenance completed is to be entered into the vehicle service book.

6.3 The following items are not included in the maintenance referred to above:

a. Replacement parts or repairs necessitated by accident, neglect or misuse of the **Vehicle**;

b. Maintenance, which at the request of the **Lessee,** is carried out or completed outside the normal hours of business of the service agent other than where the maintenance costs are reasonably incurred and are of a reasonable amount;

c. Maintenance or repair of accessories fitted to the **Vehicle** by the **Lessee;**

d. Maintenance of any special painting, lettering or artwork on the **Vehicle;**

e. The addition of engine and fuel additives to the **Vehicle;**

f. Towing charges arising as a result of the **Vehicle** being involved in an accident or as a result of neglect or misuse of the **Vehicle**, or where the driver has not adhered to the vehicle assistance guidelines as to towage;

g. Replacement windscreens for the **Vehicle;**

i. Cleaning, washing and waxing of the **Vehicle;** and

j. The cost of obtaining a roadworthy certificate or similar certificate for or in relation to the **Vehicle.**

6.4 Where service, maintenance or repair is the result of driver negligence, the costs of that service, maintenance or repair will be on-charged to the **Lessee.**

7. REGISTRATION

7.1 Where the **Lease Schedule** so contemplates, **The Lease Company** will pay the cost of keeping the **Vehicle** registered and will pay the compulsory third party insurance.

7.2 The **Lessee** will be responsible for ongoing payments of registration and compulsory third party insurance in the event the **Vehicle** is not returned at the expiration of the agreed **Lease** term for any reason whatsoever, unless otherwise agreed.

7.3 Where the cost of registration and compulsory third party insurance increases from year to year, **The Lease Company** will separately invoice the **Lessee** for the amount of the increase.

8. PAYMENTS

8.1 The **Lessee** agrees to pay the **Monthly Lease Rental** to **The Lease Company** in Advance from the Lease Commencement Date and on the anniversary day of each month during the term of the lease.

8.2 The **Lessee** is liable to pay all stamp duties and other costs and taxes of a similar kind arising out of or in connection with the lease of the **Vehicle**, or any payment to be made in connection with the lease of the **Vehicle** and these have been incorporated into the **Monthly Lease Rental.**

8.3 In the event that any Local, State, Territory or Federal government impose any taxes or charges in respect of the lease of a **Vehicle**, **The Lease Company** reserves the right to increase the **Monthly Lease Rental** by the amount of the additional cost or impost, and the **Lessee** will make the amended payments after receipt of advice of the charge from **The Lease Company**.

8.4 For the avoidance of doubt, all tax liabilities including those with respect to Income Tax and Fringe Benefits Tax, remain the responsibility of the **Lessee.**

9. INTEREST ON UNPAID SUMS

9.1 The **Lessee** shall pay to **The Lease Company** on demand interest at a rate per annum equivalent to four percentage points above the 30 day Bank Bill Swap Rate (Reuters Screen BBSW).

9.2 Payment of this amount will be due from the day the payment became due on all sums which from time to time may be due from the **Lessee** to **The Lease Company** in respect of any vehicle under lease and that are, for the time being, unpaid.

9.3 Such interest will be calculated from the due date until payment.

10. EARLY TERMINATION

10.1 In the event that the **Vehicle** is:

a. Returned to **The Lease Company** before its scheduled lease expiry date;

b. Declared to be a total loss by the insurer;

c. Stolen; or

d. Not returned to **The Lease Company**,

The **Lessee** will immediately pay to **The Lease Company** the difference between the early termination amount (as calculated under the early termination conditions in this section 10) and the net sales or insurance proceeds where the early termination amount is greater than the net sales or insurance proceeds. If **The Lease Company** does not receive any sales or insurance proceeds, the **Lessee** will pay the early termination amount in full.

10.2 If applicable, when calculating the early termination amount, **The Lease Company** will use the accepted **Rule of 78 Method** to establish the finance value of the payout.

10.3 If applicable **The Lease Company** will add payment for excess kilometres by calculating the monthly pro-rate usage of the **Vehicle** against the term kilometres nominated in the lease schedule.

10.4 Early termination of a lease will be subject to the terms and conditions as set out under the definition of **Reasonable Condition**.

10.5 **The Lease Company** reserves the right to unilaterally terminate the **Lease** in the event that **Lease** payments fall more than 60 days in arrears. In this event **The Lease Company** will seek payment from the **Lessee** in accordance with the early termination conditions outlined in this section 10.

10.6 For the avoidance of doubt, an insolvency event as described in Division 1 Section 5 of this Agreement will be deemed to be an early termination. As such, early termination fees will be recovered against the **Lessee** in accordance with this Section 10.

11. LESSEE OBLIGATIONS

In addition to any obligations already outlined by this document, the ***Lessee*** *has the following obligations:*

11.1 The **Lessee** shall be fully responsible for maintaining the **Vehicle** in good repair and proper working condition, which includes servicing in accordance with the manufacturer's recommended maintenance and repair schedule.

11.2 The **Lessee** shall punctually pay or cause to be paid all license fees, duties, fees and other charges, including tolls, which may from time to time become payable in respect of the **Vehicle**, unless these payments have been agreed to be provided by **The Lease Company** in the applicable **Lease Schedule.**

11.3 The **Lessee** shall not use, or allow any other person to use, the **Vehicle** for any purpose for which it is not designed or suitable and in particular, but without limitation, for racing, pace-making or speed or other testing, the carriage of passengers for hire or reward or for the transportation of dangerous or noxious substances.

11.4 The **Lessee** shall not provide consent for the **Vehicle** to be used by anyone other than competent persons who either hold a valid and current driving license for the State or Territory in which the **Vehicle** is being driven or who are legally permitted to drive the **Vehicle** without holding such a license.

11.5 The distance actually travelled by the **Vehicle** at any time will from time to time be determined by reference to the odometer fitted to the **Vehicle**. The **Lessee** must immediately notify **The Lease Company** if at any time the odometer becomes unserviceable.

11.6 The **Lessee** shall advise **The Lease Company** if the **Vehicle** is to be permanently taken to another State or Territory, and pay all costs in respect of changing the registration to the new State or Territory.

11.7 The **Lessee** shall not sublet the **Vehicle** without the consent of **The Lease Company**. Consent to such a request is entirely at the discretion of **The Lease Company.**

12. INSURANCE

12.1 Except to the extent otherwise specified in the **Lease Schedule** (where insurance is to be provided by **The Lease Company**), the **Lessee** shall during the continuance of the **Lease** period and until such time as the **Vehicle** is delivered up to **The Lease Company** upon or following expiry or termination of the **Lease** effect, keep current and comply with:

a. All compulsory insurance requirements applicable to an owner or driver of the **Vehicle,** noting that the **Lessee** shall bear the cost of all **Vehicle** insurance (except where and to the extent that those costs are included in the **Lease Schedule**); and

b. Comprehensive insurance in terms approved by **The Lease Company** and provide proof that **The Lease Company** is noted as financier of the **Vehicle.**

12.2 In the event that **The Lease Company** has arranged comprehensive insurance cover, the **Lessee** will comply with all requests of **The Lease Company** in relation to advising on an accident event and repairs to the **Vehicle.**

12.3 The **Lessee** may, in its sole discretion, elect to remove the Insurance specified in the **Lease Schedule** and be the party responsible for holding the Insurance for the **Vehicle**. Should the **Lessee** elect to do this, the **Lessee** shall effect and maintain at all times during the Term of the Agreement, as specified in the Lease Schedule, Comprehensive Insurance for the **Vehicle** for its full insurable value and shall provide **The Lease Company** with a certificate of currency in relation to the Comprehensive Insurance maintained for the **Vehicle**

12.4 Should the **Lessee** elect to effect and maintain the Comprehensive Insurance pursuant to cl 12.3, the Monthly Lease Cost as specified in the **Lease Schedule** shall require recalculation.

12.5 If at any time during the term of the Lease, the Comprehensive Insurance, as set out in the **Lease Schedule**, held by **The Lease Company** in respect of the **Vehicle** and/or the **Lessee** is subject to an **Adverse Claims History**, **The Lease Company** may, by giving the **Lessee** 30 days written notice, recalculate the Monthly Lease Cost**.**

12.6 Despite cl 12.5, if at any time during the term of the Lease, the Comprehensive Insurance, as set out in the **Lease Schedule**, held by **The Lease Company** in respect of the **Vehicle** and/or the **Lessee** is subject to an **Adverse Claims History**, **The Lease Company** may cancel the Comprehensive Insurance held by **The Lease Company** in respect of the **Vehicle,** with 30 days written notice to be provided to the **Lessee**. Should **The Lease Company** elect to do this, the **Lessee** is required to obtain Comprehensive Insurance in respect of the **Vehicle** in addition to providing **The Lease Company** a certificate of currency in respect of the insurance, prior to **The Lease Company** cancelling the Comprehensive Insurance.

13. VEHICLE NOT RETURNED AT LEASE END DATE

13.1 If the **Lessee** does not return the **Vehicle** at the expiration of the **Lease** term, the **Lease** will be extended from month to month (without express consent of the Lessee) at the same monthly rental and otherwise on the same terms and conditions as set out in the **Lease Schedule** except for the following:

a. The **Lessee** will be responsible for the payment of the costs associated with renewing the **Vehicle** registration;

b. The **Lessee** will be responsible for the payment of the costs associated with renewing the **Vehicle** comprehensive insurance; and

c. The **Lessee** will incur additional maintenance, tyres and service costs, for which they will be liable to pay on demand.

14. FUEL (NO RISK TO THE LEASE COMPANY)

14.1 If the **Lease Schedule** includes an amount for fuel, then under the **Lease**, the monthly quote includes a monthly budgeted amount for fuel expenses.

14.2 If this amount is exceeded, then the **Lessee** will be liable to pay the difference and/or **The Lease Company** may, at its sole discretion, increase the fuel budget allowance.

14.3 For the avoidance of doubt, if **The Lease Company** decides to increase the fuel budget under this section 14, this is not to be interpreted as a material or substantial change to the contract or a default in any way on the part of **The Lease Company**. The change is reactionary and will be made purely as a result of the **Lessee** altering the expected use and fuel budget of the **Vehicle,** or as a result of changing fuel prices.

15. INDEMNITY

15.1 The **Lessee** indemnifies and holds **The Lease Company** fully indemnified 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.**

16. PPSR

16.1 To better secure its obligations under this Agreement, the **Lessee** hereby grants a **Security Interest** in the Vehicle to the **Lease Company**.

16.2 The **Lessee** consents to **The Lease Company** effecting a registration on the **PPSR** (in any manner **The Lease Company** considers appropriate) in relation to any **Security Interest** arising under or in connection with this Agreement and the **Lessee** agrees to provide all assistance reasonably required by **The Lease Company** to facilitate this, with the exception of paying **The Lease Company's** registration fees in respect of the **Security Interest.**

16.3 If Chapter 4 of the **PPSA** does apply to the enforcement of a **Security Interest** arising under or in connection with this Agreement, the **Lessee** agrees the following provisions of the **PPSA** will not apply to the enforcement of that **Security Interest**: sections 95, 96, 121(4), 125, 130, 132(3)(d), 132(4), 142 and 143 to the extent that it requires **The Lease Company** to give the **Lessee** a notice.

16.4 The **Lessee** waives its rights to receive any notice under the **PPSA**, unless the notice is required by the **PPSA** and cannot be excluded.