

Terms and Conditions - Business

COMMERCIAL RS5 (01/05/2011) RENTSMART PTY LTD ATF RENTSMART UNIT TRUST
ABN 62 233 046 288

This agreement is comprised of:

- (a) These terms and conditions;
- (b) Our Acknowledgement and Privacy Declaration at Schedule 1, which outlines how we may use your information in relation to this agreement. Each of these documents is important and you must ensure that you read and understand them prior to entering into this agreement. Please contact us prior to signing this agreement if you have any queries regarding any of these documents.

In this agreement:

You means the person or persons renting the Equipment and named as Renter on the Cover Page. If there is more than one person so named as Renter, you are bound jointly and individually (which means you are both individually responsible for all of your obligations (including the payment of Rent Instalments) under this agreement), and every reference to you will be taken to apply to you and each of you. If you, or any of you, are a trustee, you are liable both personally and in your capacity as trustee.

You includes your, and each of your, executors, administrators, successors and permitted assigns, and each of them.

We and us includes our and means RentSmart Pty Limited (ACN 073 225 457) as trustee for RentSmart Unit Trust (ABN 62 233 046 288), its successors and assigns and, if RentSmart Pty Ltd enters into this agreement as an agent, means the Principal, its successors and assigns.

Corporations Act means the Corporations Act 2001 (Cth).

Cover Page means the cover page to this agreement.

Discount Rate means the Overdue Rate less the figure of 2% p.a.

Equipment means the items specified on the Cover Page including any accessories, parts or other items which may be incorporated with the Equipment during the Term.

Guarantors mean the person or persons named on the Cover Page (if any). If there is more than one person named, they are bound jointly and individually, and every reference to them will be taken to apply to them and each or any of them. If they, or any of them, are trustees, they are liable both personally and in their capacity as trustee. Guarantors includes their, and each of their, executors, administrators, successors and permitted assigns.

Initial Term means the period specified on the Cover Page.

Location means the usual equipment location set out on the Cover Page.

Overdue Rate means the rate, expressed as a percentage per annum, on which interest will accrue on overdue amounts payable under this agreement.

Party means either us or you and **Parties** means both us and you collectively.

Related Agreement means each and every lease agreement, rental agreement, hiring agreement, loan agreement, funding arrangement and any other financial or credit agreement or arrangement you, or any Guarantor, enter into at any time with us, or if we enter into this agreement as an agent for another person, with that person, and/or any of our or that person's Related Corporations.

Related Corporation has the meaning given to "related body corporate" in the Corporations Act, being a holding company, subsidiary or holding company subsidiary.

Service Provider means any person other than us who may provide any goods or services relating to the Equipment or to you.

Tax means a tax, levy, impost, deduction, charge, or duty of any kind (together with any interest, fine, penalty or expense relating to it).

Term means the Initial Term plus any extension or renewal of it, or any period of holding over in accordance with the terms of this agreement.

Termination Amount means the aggregate of:

- (a) The net present value as at the date of termination of each Rent Instalment that is not yet due for payment (excluding stamp duty, GST and any part of a Rent Instalment which relates to payment for insurance or an extended warranty and which is not a continuing expense), calculated by discounting each Rent Instalment back from the date on which it would otherwise have fallen due for payment at the Discount Rate; and
- (b) If we are unable to take possession of the Equipment, the value of the Equipment as at the date of termination, calculated by discounting back to that date the fair market value of the Equipment at the end of the Term (assuming that this agreement ran its full term) as we reasonably estimate, (at the date of termination)

at the Discount Rate.

In addition to the above definitions, in this agreement: The singular includes the plural and vice versa; Includes and including are not words of limitation; any reference to:

- (1) Anything includes any part of it;
- (2) A person includes a corporation or other entity; and
- (3) Repossession or return of the Equipment includes a reference to a repossession or return of the whole or a substantial part of the Equipment. No provision of this agreement will be construed adversely to us on the grounds that we prepared this agreement or that provision; If either Party decides to exercise, or not to exercise, any rights it may have under any provision of this agreement, this does not limit or prejudice any other rights that Party may have; If any provision of this agreement contravenes the provision of any law, this agreement is to be read as if that provision were varied to the extent necessary to comply with the law or, if necessary, omitted.

1 This agreement

- (a) If either Party waives its rights under or in relation to this agreement at any time this has no effect in relation to any other continuing or further breach or right.
- (b) This agreement:
 - (1) Replaces any previous agreement between you and us in relation to the Equipment; and
 - (2) Is governed by the laws of Western Australia.
- (c) We are not responsible for any statement or promise made by a third person introducing you to us.
- (d) If you do not complete any blanks in the Cover Page, or if you make any errors on the Cover Page, then we will contact you to complete such blanks or correct such errors.
- (e) We may issue notices, as reasonably required, to you or third parties (including our Related Corporations, our financial lenders, our investors, government departments and credit reporting agencies) about amounts that you owe us, dates on which the Equipment was delivered and the fair market value of the Equipment.
- (f) You must provide us with any of your financial information which is relevant to this agreement as we may reasonably require from time to time.
- (g) We may pay or receive a commission in relation to this agreement or the Equipment.
- (h) You have no option, right or obligation to purchase the Equipment. This is because this is a rental agreement and not a purchase or hire purchase agreement.
- (i) Because of the nature of our business, we may from time to time:
 - (1) Assign or otherwise deal with our rights under this agreement or to the Equipment; and
 - (2) Exercise any of our rights through any agent.
- (j) If any provision of this agreement is or becomes unenforceable then, providing this agreement can operate without that provision, that provision will be removed from this agreement without affecting the remaining provisions of this agreement.
- (k) If either Party enters this agreement as a trustee, that Party promises that:
 - (1) The trust is validly formed and any relevant trust document is valid and complies with the law;
 - (2) It is properly appointed as sole trustee of the trust and will remain so;
 - (3) It has done everything required under the terms of the trust to enter into this agreement and entering into this agreement is for a proper purpose under the terms of the trust; and
 - (4) The trust has not been terminated and the Party has a full right of indemnity from the trust assets in respect of its obligations under this agreement.

2 Commencement

- (a) We agree to rent the Equipment to you from commencement to the end of the Initial Term.
- (b) This agreement commences when you and we have signed it.
- (c) If you receive any Equipment before this agreement commences then you do so at your own risk but you must comply with clauses 8, 11 and 12 of these terms and conditions.

3 The Equipment

You agree that:

- (a) You must obtain delivery of the Equipment and arrange any necessary installation.
- (b) We will:
 - (1) Own the Equipment unencumbered; and

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- (2) Always hold all rights to and title in the Equipment.
- (c) The Equipment will:
 - (1) Remain our property; and
 - (2) Not become a fixture.
- (d) Before taking delivery of the Equipment you examined the Equipment and satisfied yourself of its nature.

4 Computer Equipment

- (a) The following subclauses apply where the Equipment is computer or other information technology equipment.
- (b) You are responsible for installing upon the Equipment all such enhancements or upgrades to any software or firmware that you require for your use of the Equipment.
- (c) If any amount which we have paid relates to software which forms part of or is supplied for use with the Equipment, then we give you a right to possess the relevant copy of that software during the Term to the extent that we are entitled to do this, but you are responsible for ensuring that you are licensed to use that software and we do not provide you with any right to use or otherwise deal with any copyright in that software.
- (d) Upon our retaking possession of the Equipment, we will give you such opportunity to download any data and delete any software from it as is reasonable in the circumstances, but we will not be liable for any loss of such data if you do not avail yourself of this reasonable opportunity. You indemnify us against any claim made by any person in relation to our possessing the Equipment when there is another person's data or software on it or our deletion of any such data or software.

5 Rent and Taxes

No matter what else happens, you must pay us:

- (a) Each Rent Instalment on or before the due date; and
- (b) All the Taxes payable in respect of the Rent Instalments and this agreement.

6 Payment

- (a) You must pay all payments to us either by credit card or by direct debit or in another manner as we agree with you.
- (b) You must pay us on demand interest on any amount that is payable under this agreement but is overdue. This interest is calculated on a daily basis by applying the Overdue Rate (divided by 365) to the overdue amount until you actually pay the overdue amount and may be capitalised by us at monthly intervals. You must repay on demand any money that we reasonably incur or spend in enforcing this agreement, or protecting or recovering our rights under this agreement.
- (c) If any payment you make by direct debit is dishonoured, we may charge you a dishonour fee equivalent to the dishonour fee we charge in the same circumstances to our other customers from time to time. In this situation, we will treat the payment as if it had never been made.
- (d) We may change any of the terms and conditions in this agreement as reasonably required, in accordance with this clause. If we change any term or condition in this agreement (including by introducing a fee or charge, varying the method by which interest is calculated or varying the frequency with which interest is debited or credited), we will give you notice in writing of the change at least 30 days before the change takes effect. If we change any term or condition of this agreement, you may, within 30 days of us providing notice to you of that change, contact us to state that you do not agree with the change. We will then contact you within 30 days of receiving such a notice to either:
 - (1) state that we no longer require the change, in which case the agreement will continue unchanged; or
 - (2) state that we require the change notwithstanding that you do not agree with it, in which case you may terminate this agreement by 1 months' notice to us and the termination provisions of this agreement will apply.
- (e) If you make payments to us by direct debit or by credit card, we will take and promptly process your:
 - (1) instruction to cancel your direct debit request or your credit card payment request (as the case may be); and
 - (2) complaint that a direct debit or credit card payment (as the case may be) was unauthorised or otherwise irregular. If your payment request is cancelled and you still have to make payments to us, you must still pay us the amount due in another manner prescribed under clause 6(a).

7 Delivery

You must take delivery of the Equipment within a reasonable time.

8 Use and maintenance of Equipment

- (a) You must:
 - (1) Keep the Equipment in first class working order, repair and condition (fair wear and tear excepted);
 - (2) Follow all the manufacturer's instructions; and
 - (3) Notify us immediately if it is damaged, lost or destroyed.
- (b) You must further:
 - (1) Keep the Equipment under your control; and
 - (2) Only allow properly qualified (or licensed) people to use it.
- (c) You must not:
 - (1) Sell or attempt to sell the Equipment, give possession of it, give any interest in it, or transfer or assign this agreement to any person;
 - (2) Remove the Equipment, or permit or allow it to be removed, from the Location; or
 - (3) Make any alteration or addition to the Equipment which may adversely affect its market value, without our prior written consent.
- (d) You must let us enter any premises to inspect the Equipment, providing that we will only seek entry when reasonably necessary to enforce our rights under this agreement or in relation to the Equipment, and we must provide you with a least 2 days prior notice of our intention to do so.
- (e) You must comply with all laws at any time in force relevant to the use of the Equipment.

9 Return of Equipment

At the end of the Term, or when this agreement is terminated, you must return the Equipment and the copy of any software supplied for use with the Equipment to us:

- (a) In full;
- (b) At your own cost;
- (c) In first class condition (fair wear and tear excepted); and
- (d) With anything that belongs with it.

10 Damages on failure to return

If you fail to comply with clause 9 you must pay us a monthly rent equal to the average monthly rent during the Term until you return the Equipment in accordance with clause 9 or you pay us in accordance with clause 18 or 19.

11 Insurance

- (a) You must take out and maintain property insurance against loss or damage to the Equipment for all risks and for its replacement value and any other insurance policies as are reasonably required to insure the Equipment.
- (b) The terms of each insurance policy must bind you and protect our interests as owner of the Equipment.
- (c) You must:
 - (1) Hand each policy of insurance to us or provide us with details of the insurance;
 - (2) Promptly pay all the premiums; and
 - (3) Comply with the provisions of each insurance policy.
- (d) You must not, without our prior written consent (which we will not unreasonably withhold):
 - (1) Make any admission of liability or
 - (2) Settle any claim, relating to the Equipment and any of these insurance policies.
- (e) If we arrange any insurance for you or approve any insurance:
 - (1) The terms of the insurance policy may have exclusions and not necessarily cover "all risks", in which event you will be deemed to act as a self insurer for those risks not covered and the provisions of clause 11(f) will apply; and
 - (2) You are ultimately responsible for also approving that insurance and you, not we, must ensure that that insurance meets your requirements including covering the risks required to be covered under this clause 11.
- (f) We may consent in writing to you acting as a self insurer for some or all of the risks set out in clause 11(a). If any event occurs which, had you insured under clause 11(a), would have given rise to a claim under the relevant insurance policy, you must pay to us the amount that the insurer would have paid to us if you had taken out that insurance.

12 Do not attach Equipment without consent

You must not attach, fix or secure the Equipment to any land or premises unless you first obtain our written consent, which we will not unreasonably withhold.

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If we request it, you must provide us with consent in such form as we may reasonably require from the owner of any premises in which the Equipment is located for us to exercise our rights to the Equipment under this agreement or at law. If we reasonably require it, you must also affix notices or other markings on the Equipment to indicate our rights in the Equipment in such form and manner as we may reasonably direct.

13 We may act to protect the Equipment

We may use your name in exercising any of our rights, or in relation to any legal proceedings to:

- (a) Protect our rights in the Equipment;
- (b) Recover or compromise any claim for loss or damage under any insurance policy; or
- (c) Give effective releases and receipts for any money payable under any insurance policy.

14 Recovering possession of Equipment

- (a) We will not enter onto any part of residential premises to recover possession of the Equipment unless:
 - (1) We have a Court order that authorises us to do so; or
 - (2) The occupier of the premises, after being informed of their rights, consented to us entering.
- (b) We will not recover possession of the Equipment unless we have first given you 30 days written notice that we intend to do so. However, we need not give such notice if:
 - (1) We are recovering the Equipment at the end of the Term;
 - (2) We have reason to believe that you have, or intend to, dispose of the Equipment;
 - (3) We have tried to locate you without success;
 - (4) You become bankrupt or insolvent; or
 - (5) We are authorised by the Court to do so.

15 Appropriation

If both Parties owe each other money (whether by way of payment or, in your case, as a result of loss or damage to the Equipment), then we may deduct the amount you owe us from the amount we owe to you.

16 Renewal

- (a) If you intend to return the Equipment to us on the last day of the Initial Term, you must notify us of this intention in writing 3 months before that day. If you do not do so, you will be deemed to hold over the Equipment for a period of 3 months after the end of the Initial Term, until any sooner termination of the agreement. If either Party wishes to terminate this agreement at the end of the three month holding over period, that Party may do so by giving the other Party 1 month's prior written notice. This agreement will terminate on the due date of your next Rent Instalment following after the expiry of your notice.
- (b) If the Equipment is held over for any period, whether in accordance with sub-clause (a) or otherwise, you must pay the same rent at the same times as set out in this agreement and all the provisions of this agreement will continue to apply except that either Party may terminate that holding over at any time by giving the other Party 1 month's written notice.

17 Fundamental provisions

- (a) If any of the following events occurs:
 - (1) You become, or any action is taken to make you become, bankrupt within the meaning of that word as specified in section 5(1) of the Bankruptcy Act 1966 (Cth);
 - (2) You are wound up or are subject to a resolution to be wound up;
 - (3) You become, or any action is taken to make you insolvent within that meaning as specified in section 95A(2) or section 922 of the Corporations Act;
 - (4) You have a controller or administrator appointed, as defined in section 9 of the Corporations Act;
 - (5) You cease to carry on or control your business; or
 - (6) Either Party's conduct indicates to the other Party that it no longer intends to be bound by this agreement,
 - (7) The Equipment is damaged, lost or destroyed;
 - (8) You do not take delivery of the Equipment within a reasonable time;
 - (9) You fail to pay any payment due on the day it is payable and you fail to comply with a notice from us requesting payment of that overdue amount or you fail to comply with a subsequent undertaking (written or oral) given by you to us that you will remedy that default;

- (10) You die, or become subject to any law or regulation relating to mental health or incapacity (physical or mental);
- (11) Any insurance policy in relation to the Equipment is refused, cancelled or not renewed; or
- (12) You do, omit to do or permit or allow to be done anything that threatens the safety, condition or safe keeping of the Equipment or our rights to it.

It is a fundamental breach of this agreement and you will be deemed to be unable or unwilling to perform your obligations under this agreement.

18 Termination

- (a) If either Party fundamentally breaches this agreement as outlined in clause 17, the other Party may at any time choose to terminate this agreement:
 - (1) By written notice to the other Party, effective from the date that the notice is given; or
 - (2) In the case of a fundamental breach by you, by retaking possession or attempting to retake possession of the Equipment; but
 - (3) We may only terminate this agreement by giving you 30 days' written notice of our intention to do so.
- (b) If we terminate this agreement you must pay us the Recoverable Amount as liquidated damages. These amounts must be paid immediately where they are capable of calculation at termination, and on demand, where the amounts are not then capable of calculation, but can be calculated later.
- (c) The Recoverable Amount comprises:
 - (1) The total of any rent instalments and any other money that is due at that termination date that you have not paid;
 - (2) The costs of any repairs we reasonably need to make to the Equipment to put it in first class working order, repair and condition (except any fair wear and tear) or our reasonable estimate of the difference between the fair market value of the Equipment and what that value would have been if it had been so repaired;
 - (3) The reasonable costs of us retaking possession of it and storing it for up to 3 months, unless we sell or rent the Equipment to a third party sooner;
 - (4) Interest calculated at the Overdue Rate on:
 - (i) the total of any Rent Instalments and any other money due, as referred to in paragraph (1); and
 - (ii) the costs referred to in paragraphs (2) and (3) calculated from the dates that we incurred them, until they are paid in full;
 - (5) The Termination Amount in respect of the Equipment on the termination date; and
- (d) If you wish to end this agreement before the end of the term, you may do so by returning the Equipment to us. If you do, you will be liable to pay us the Recoverable Amount calculated in accordance with sub-clause (c).

19 Payment of Our Loss

- (a) If the Equipment is lost or destroyed or it is so damaged as to make its repair uneconomical, we may terminate this agreement by sending you a written notice. You must then pay Our Loss, which is the aggregate of:
 - (1) The total of all Rent Instalments and any other moneys then accrued due at that termination date that you have not paid together with interest on them at the Overdue Rate from their due dates for payment until they are paid in full together with any Tax, including any GST, payable in respect of that total; and
 - (2) The greater of:
 - (i) The Termination Amount in respect of the Equipment on the termination date, together with an amount equal to any Tax, including any GST, payable in respect of that Termination Amount; and
 - (ii) Fair market value of the Equipment immediately prior to the happening of that damage, loss or destruction as is independently assessed; but, in calculating these amounts, where Tax has already been included in an amount, we will not add it again.
- (b) You must pay us Our Loss no later than 14 days after you receive our notice.
- (c) If you pay to us Our Loss, we must pay or give you credit for any insurance money or proceeds of salvage that we receive (if and when received) but only to the extent of Our Loss.

20 Consumer law

Where we supply any goods or services and an applicable law prohibits or renders void any exclusion, restriction or modification of the conditions, warranties and guarantees implied by law, but permits us to limit our liability for breach of any such condition, warranty or guarantee, then our total liability for that breach

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(including any consequential loss that you may suffer) will be limited to any one of the following as we may decide:

- (a) In the case of goods:
 - (1) The replacement of those goods or the supply of equivalent goods;
 - (2) The repair of those goods;
 - (3) The payment of the cost of replacing those goods, or of acquiring equivalent goods; or
 - (4) The payment of the cost of having those goods repaired; and
- (b) In the case of services:
 - (1) The supply of those services again; or
 - (2) The payment of the cost of having those services supplied again, and the provisions of clause 27 will continue to apply.

21 GST

If any goods and services or similar tax is payable, or becomes payable, on any supply of goods or services by us under this agreement, then we may recover from you the amount of that tax, in addition to, at the same time and in the same manner as you are obliged to pay for, that supply.

22 Related Agreement

- (a) If either Party breaches any term or condition of this or any Related Agreement, that Party commits a default under this and every other Related Agreement.
- (b) In the event of a breach under clause 22, the Party not in breach may, in its absolute discretion, grant the Party in breach (or a Guarantor) any indulgence under that Related Agreement. If the party not in breach does so, this does not prejudice any other rights or interests that Party may have under this or any Related Agreement.

23 No lien

You must not involve us in any liability or create any lien (being a security interest granted to a third party over property to secure a debt or the performance of an obligation) over the Equipment.

24 Third Party Services

If any part of the rent that you must pay us relates to any goods or services to be provided by a Service Provider then:

- (a) We are not obliged or required to provide those goods or services, even if the Service Provider fails to provide those goods or services;
- (b) You are not entitled to any abatement of the rent or any other money that you may owe us, nor to any deduction, set off or counterclaim by reason of that failure, nor to claim any damages or other compensation from us for any loss or damage you may suffer or incur, relating directly or indirectly to that failure;
- (c) Your sole rights and remedies in relation to the goods or services provided by the Service Provider will be against the Service Provider; and
- (d) You must continue to pay us, on time, all money payable to us.

25 Delivery of Guarantee and Indemnity

- (a) If we reasonably require a Guarantee and Indemnity, you must ensure that the Guarantors properly signs the Guarantee and Indemnity and delivers it to us at the same time as you deliver this agreement to us.
- (b) If we sign this agreement when the Guarantee and Indemnity has not yet been signed, it does not constitute a waiver.

26 Guarantee and Indemnity

- (a) In this clause 26 references to 'you' are references to the Guarantors.
 - (1) You guarantee to pay to us all amounts that become owing to us by the Renter under this agreement or any Related Agreement.
 - (2) You give this Guarantee and Indemnity because we have agreed, at your request, to enter into this agreement with the Renter.
 - (3) We may enforce this Guarantee and Indemnity against you before exercising our rights against the Renter.
 - (4) This Guarantee and Indemnity is a continuing guarantee and indemnity.
 - (5) You agree to reimburse us for all expenses we reasonably incur in exercising our rights under this Guarantee and Indemnity.
 - (6) You covenant to us that you will indemnify us against all losses suffered by us as a consequence of:
 - The Renter's failure to comply with its obligations under this agreement;
 - The Renter not being bound by its obligations under this agreement for any reason;
 - The Renter not owing for any reason any amount which would otherwise be an amount payable by you under this Guarantee and Indemnity.

- (7) Where you enter this Guarantee and Indemnity as a trustee, you must provide us with a copy of any relevant trust document including the trust deed and any documents varying the terms of the trust. You also give us the representations and warranties set out in clause 1(k) as if references to 'this agreement' were references to this Guarantee and Indemnity.

27 Notice

Either Party, or their solicitors may serve any certificate, notice or demand on the other Party or the Guarantors (subject to any law to the contrary) by delivering it or posting it to the other Party at the other Party's last known address. Alternatively, if the other Party agrees, either Party may serve a certificate, notice or demand on the other Party by facsimile or other form of electronic transmission. If either Party, or their solicitors, deliver or post a certificate, notice or demand to the other Party or the Guarantors, it will be deemed to have been served on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later (even if it is not received). If sent by facsimile (or some other form of electronic transmission), it will be deemed to have been served on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice or other document was sent to the facsimile or other number of the addressee, whichever is the later (even if it is not received).

28 Complaints

- (a) If you have a complaint, you should contact us promptly to let us know where you believe we have made a mistake or failed. You can do this by contacting us:
 - (1) by phone on 1300 855 555 during normal business hours;
 - (2) by email at solutions@rentsmart.com.au; or
 - (3) by post at Solutions Officer, RentSmart Pty Ltd, PO Box 991, West Perth WA 6872.
- (b) The process by which we will deal with any complaint you may have is outlined on our website.

29 Non-rental Fees and Charges

Your rental agreement constitutes a valid tax invoice, however should you ask us to prepare a separate tax invoice each month; a preparation charge of \$5 is levied per invoice produced. As per clause 6(c) of these terms and conditions, the standard dishonour fee is \$35 per instance of dishonour. These fees are subject to change. You can find out more by contacting us:

- by phone on 1300 855 555 during normal business hours;
- by email at customerqueries@rentsmart.com.au; or
- by post at PO Box 991, West Perth WA 6872.

Schedule 1 - Privacy Declaration

I/We, the Renter, agree and acknowledge the following to RentSmart and the other credit provider (if applicable) described in paragraph 1 below (collectively 'you'):

- 1 That the consumer/commercial credit applied for may be provided by another credit provider (who would be a bank or a leading international equipment financier), with RentSmart acting as an agent for that other credit provider. I/we acknowledge that in such cases, RentSmart may disclose my/our personal information to the Principal for the purposes of assessing my/our application. I/we acknowledge that you may also use and disclose to your related entities my/our personal information for prudential and administrative purposes, including the management of my rental arrangement. I/we acknowledge that if we fail to provide sufficient personal information, my/our application may not be able to proceed.
- 2 You may give me/us documents by email and that paper documents may no longer be given. My/Our emails must be regularly checked for documents. My/ Our consent to the giving of documents by email may be withdrawn at any time.
- 3 In addition to assessing my/our application and providing your products and services to the Renter, you may, subject to privacy laws, use or disclose personal information about me/us:
 - (a) for the management of the rental arrangement and administrative purposes including research, planning, service development, security and risk management;
 - (b) where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in all or part of RentSmart's and/or the Principal's business; and
 - (c) for the investigation and prevention of fraud and unlawful activity.
- 4 Subject to privacy laws, RentSmart may use my/our contact details, including my/our e-mail address, to inform me/us of competitions, changes to fees, specific promotions and products that may be of interest to me/us (including products and promotions of RentSmart, your subsidiaries, related and associate companies). I/we are aware that if I/we do not wish to receive direct marketing materials, I/we may opt-out below or withdraw my/our contact details from RentSmart's mailing list at any time later by contacting RentSmart in the manner described in paragraph 7.
- 5 That you may:
 - (a) give information about me/us to a credit reporting agency to obtain a commercial or consumer credit report or both about me/us, and/or to allow the credit reporting agency to create or maintain a commercial or consumer credit information file or both containing information about me/us. In relation to consumer credit information files, this information is limited to:
 - Identity particulars - my/our name, sex, address (and the previous two addresses), date of birth, name of employer, and drivers licence number;
 - The fact and amount of my/our application for credit;
 - The fact that one of you is a current credit provider to me/us;
 - Rental repayments that are overdue by more than 60 days, and for which debt collection action has started;
 - Advice that my/our rental repayments are no longer overdue in respect of any default that has been listed;
 - Information that, in the opinion of the credit provider, I/we have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my/our credit obligations); and/or
 - Dishonoured cheques - cheques drawn by me/us for \$100.00 or more that have been dishonoured more than once.
 - (b) obtain information about me/us from a business which provides information about the commercial or consumer credit worthiness or both of persons for

- the purpose of assessing my/our application for consumer or commercial credit or both;
- (c) obtain a commercial or consumer credit report or both containing information about me/us from a credit reporting agency for the following purposes:
 - Assessing my/our application for commercial or consumer credit or both; and/or
 - Collecting overdue payments relating to commercial or consumer credit or both owed by me/us;
 - (d) collect personal information about me/us from third parties such as those described in paragraphs 5(e) and 6; and/or
 - (e) exchange information about me with each other, or with any credit provider who is named in this application or named in a commercial or consumer credit report or both issued by a credit reporting agency for any of the following purposes:
 - To assess an application by me/us for commercial or consumer credit or both;
 - To notify other credit providers of a default by me/us;
 - To exchange information with other credit providers as to the status of this rental where I am in default with other credit providers; or
 - To assess my/our commercial or consumer credit worthiness or both.

I/We understand that the information given, obtained, used or exchanged under paragraphs 5(e) and 6 can include anything about my/our credit worthiness, credit standing, credit history or credit capacity (commercial or consumer) that credit providers are allowed to exchange under the Privacy Act, or as otherwise permitted at law.

- 6 Subject to privacy laws, RentSmart may also share personal information with related bodies corporate and with third parties. The types of third parties to whom RentSmart may disclose personal information include:
 - (a) loan managers or similar service providers who assist RentSmart in the ongoing management and administration of my rental arrangement;
 - (b) relevant suppliers where I have requested any information in relation to products or services that RentSmart does not provide;
 - (c) other service providers including organisations that provide archival, auditing, debt collection, banking, marketing, advertising, mailhouse, delivery, call centre, technology, research, utility, professional advisory and security services;
 - (d) anyone who introduces me to RentSmart;
 - (e) government bodies including courts and tribunals;
 - (f) my/our executors, administrators, trustees, guardians or attorneys;
 - (g) my/our agents, such as financial or legal advisers; and
 - (h) my/our referees and past and present employers.
- 7 I/we acknowledge that I/we may request to access my/our personal information by using the contact details below, or any updated contact details as advised to me/us from time to time:

RentSmart
 Tel: 1300 855 555
 Email: customerqueries@rentsmart.com.au
 Post: PO Box 991, West Perth WA 6872

I/We certify that any information we provide to you will be wholly true, accurate and not misleading and agree that you will rely on that information in dealing with my/ our consumer/commercial credit application.

Any information may be given, obtained, used or exchanged before, during or after the provision of commercial or consumer credit or both to me/us.

I/We the person or persons submitting the Privacy Declaration as the Renter, or the authorised signatory for the Renter, have read and agree to the Declarations.