PARTICULARS

1. Name, ABN and Address of Lessor: **BOQ Credit Pty Limited** ABN 92 080 151 266 of Level 6, 100 Skyring Terrace, Newstead QLD 4006 (trading as "**BOQ Finance"**)

2. Name and Address of Lessee: **CUST.NAME** of A1 A2 A3 C STATE

3. Description of Motor Vehicle: **Make Model**

4. Engine Number: **ENGINE**

5. VIN: **VIN**

6. Location of Motor Vehicle: **EquipAdd1. EquipAdd2. EquipAdd3. EquipAdd4. EquipAdd5.**

7. Period of Lease: **Term months**

8. Commencement Date:

9. Contract Number: **Contract.Number**

10. Residual Value on Termination of Lease: RV + RVGST GST = **RV**

11. Residual Due Date:

12. The Discount Rate for the purpose of the Lease is: **rate** per annum

13. Rental Instalments:

Number of Instalments:	Amount of Rent	Goods and Services	Total Rent Payable	Frequency	First Instalment	Last Instalment
#payments	**PMT.**	**GST.**	**total.**	**freq**		

Total Goods and Services Tax ("GST") payable under all of the supplies of this Tax Invoice**: total GST rents**

These Particulars do not contain all the terms and conditions of your Lease Agreement. The Lease Agreement comprises these Particulars and the Terms and Conditions. A copy of the Terms and Conditions is attached to these Particulars.

Some words and expressions used in these Particulars have special meanings. Those special meanings are provided in clause 31 of the Terms and Conditions. When a word or expression is used with a special meaning (except "us", "our" and "we" or "you"), it begins with a capital letter.

TERMS AND CONDITIONS

These Terms and Conditions do not contain all the terms and conditions of your Lease Agreement. The Lease Agreement comprises the Particulars and these Terms and Conditions. The Particulars are attached to these Terms and Conditions.

1 When Lease Takes Effect.

(1) This Lease commences when it has been accepted by us in accordance with clause 1(3) below. Until this Lease is accepted by us, any delivery to you of the Motor Vehicle is provisional.

(2) If provisional delivery of the Motor Vehicle is made to you, your obligations about insurance, care and use of the Motor Vehicle (except as to payment of rent) apply to you as soon as you sign this Lease. You are then a tenant at will of the Motor Vehicle at a daily rent equal to the amount obtained by dividing the amount of the first rent instalment by the number of days in the first rent period. If this Lease is accepted by us, all rent paid will be applied by us in reduction of the total rent specified in the Particulars.

(3) Our acceptance of the Lease occurs on the date the Motor Vehicle has been purchased and/or financed by us. At that time the Lease takes effect and you and we will be bound by this Lease.

2 Delivery and Ownership

You must notify us on the date you obtain delivery of the Motor Vehicle. We are not liable for, and nor is the Lease affected by, any delay in delivery or refusal to deliver unless we are responsible for it. The Motor Vehicle always remains our property. You only have a right to use it.

3 Security interest in Motor Vehicle

You acknowledge that our interest in the Motor Vehicle under this Lease:

(1) secures the payment of all moneys and the performance of all obligations owing or assumed by you under this Lease; and

(2) is a Security Interest; and

(3) attaches when you sign this Lease or immediately after you acquire any right or interest in the Motor Vehicle.

4 Rent and Other Payments

You must:

(1) pay the rent due under this Lease on the due dates;

(2) pay the Residual Value on the Residual Due Date; and

(3) make all payments to us in cleared funds by direct debit or funds transfer or in such other manner agreed by us in writing. If any payments are made to another person, the recipient receives those payments as your agent; and

(4) pay interest on any amount payable under this Lease which is more than 30 days overdue., Interest on the overdue amount accrues daily, calculated from the day on which the amount first fell due for payment compounded monthly and calculated at a rate equal to the rate of interest applied by us to this Lease; and

(5) pay to us, on demand, any money that we pay to make good any failure by you under this Lease or any other obligation incurred by you in respect of the Motor Vehicle, including releasing any lien claimed over the Motor Vehicle; and

(6) make all payments due to be made to us in connection with this Lease in full without any set-off, counterclaim, deduction or withholding; and

(7) for the avoidance of doubt, and unless specified in the Particulars, the First Instalment is due on the date that is two (2) months from the Commencement Date.

5 Your Undertakings - Motor Vehicle

You must:

(1) at your expense:

(a) keep the Motor Vehicle in very good condition and stored safely where it is housed and keep it regularly serviced in accordance with the manufacturer's recommendations and keep all service log books for delivery to us; and

(b) replace any unroadworthy or unsafe tyres on it with new tyres of at least the same quality as those first supplied; and

(c) not change the place where the Motor Vehicle is housed unless we first consent; and

(d) pay all parking and other fines, infringement notices and penalties; and

(e) produce the Motor Vehicle for inspection on reasonable notice by us; and

(f) comply with all laws relating to the registration or licensing of the Motor Vehicle or relating in any other manner to the Motor Vehicle or its use, including keeping it registered under all relevant laws in your name as owner and our name (where permitted) as proprietor; and

(g) keep it insured with an insurer approved by us under an enforceable comprehensive motor vehicle insurance policy and also comply with our other insurance requirements; and

(h) protect our interest in the Motor Vehicle and do everything (including signing documents) reasonably necessary to enable us to register our interest in the Motor Vehicle; and

(i) if we ask you to do so, put plates on the Motor Vehicle identifying it as ours; and

(2) ensure the Motor Vehicle is used by properly qualified persons and not permit it to be in the charge of a person who is affected by any drug or intoxicating liquor contrary to law or in circumstances that might impair that person's ability to use it; and

(3) not permit it to be used in a reckless or negligent manner; and

(4) not tamper with the odometer or any other meter fitted to it; and

(5) not, without our prior written consent (which will not be unreasonably withheld), paint or display signs or advertising media on it and, if we do consent, remove any such signs or media from it and restore it to our satisfaction prior to expiry or termination; and

(6) keep personal control of the Motor Vehicle and not attempt or purport to sell, dispose of or encumber it or any interest in it; and

(7) ensure that no Security Interest is attached to any parts or spares installed in or fitted to the Motor Vehicle; and

(8) not assign your interest or rights under this Lease; and

(9) not create any Security Interest (other than the Security Interest in our favour) in the Motor Vehicle or the Proceeds of the Motor Vehicle; and

(10) not allow the Motor Vehicle to become commingled with, or an accession to, other goods or property; and

(11) give us written notice promptly if your address or name changes; and

(12) give us written notice promptly if you become aware of any person (other than us) taking steps to register or perfect, or registering or perfecting, a Security Interest in relation to the Motor Vehicle; and

(13) not make any modifications or additions to it or install or affix an accession to the Motor Vehicle it without our written consent;

(14) not alter any identifying number, sign or mark on the Motor Vehicle; and

(15) not create or allow any lien over the Motor Vehicle for repairs.

6 Insurance

(1) You must:

(a) at your expense, keep the Motor Vehicle insured against fire, accident and theft and for any other risks required by us with an insurer approved by us in our name and yours for an amount equal to the full insurable value; and

(b) ensure that the insurance policy contains a term that the insurer will give us at least 30 days' written notice before it cancels or materially alters the policy; and

(c) give to us all relevant policies of insurance whenever we ask you to do so; and

(d) not do or permit anything to be done which might or could prejudice any insurance or permit any insurer to decline a claim; and

(e) not enforce, conduct, settle or compromise any claim without our prior written consent (which will not be unreasonably withheld).

(2) You irrevocably authorise us to:

(a) apply any insurance or other money received by us in respect of loss of or damage to the Motor Vehicle towards any money payable by you to us or towards the repair of the Motor Vehicle and to apply any money paid by you under this Lease to any debt or liability under this Lease; and

(b) use your name and act on your behalf in exercising any rights or instituting, carrying on and enforcing any legal proceedings which we think acting reasonably are necessary to protect our rights in the Motor Vehicle or to recover or compromise any claim for loss or damage under any insurance policy and give effectual releases and receipts.

7 Indemnities

You indemnify us:

(1) against any claims and costs arising out of the Motor Vehicle after its delivery to you whether those claims and costs relate to the use, operation or keeping of it or in any other way; and

(2) against any loss of (including lawful confiscation), damage to or destruction of the Motor Vehicle; and

(3) against any liability or additional liability we incur under the *Income Tax Assessment Acts* by reason of the use of the Motor Vehicle for any purpose other than that stated by you to us and against any loss, liability, cost or expense incurred by us as a result of:

(a) any change in the rate of depreciation applying to the Motor Vehicle; and

(4) against and must pay to us whenever we ask you to do so any stamp duty, goods and services tax, consumption tax or other tax, charge or liability imposed or payable on or in connection with:

(a) the purchase or sale of the Motor Vehicle; and

(b) any payment, receipt or other transaction arising out of our purchase or sale of the Motor Vehicle; and

(c) this Lease; and

(d) any rental or other money paid or payable under this Lease; and

(e) any other payment or receipt or other transaction arising out of this Lease; and

(f) any other supply made by us under or in connection with this Lease; and

(5) against any loss, liability or damage we suffer because of a breach or repudiation of this Lease by you.

Your liability under this indemnity excludes any cost, loss, liability or expense caused by our mistake, error, fraud, negligence or wilful misconduct, or the mistake, error, fraud, negligence or wilful misconduct of our officers, agents or employees, or any receiver we appoint.

8 Registration of Security Interest in Motor Vehicle

(1) We may take all steps as we consider reasonable to register, amend or remove the registration of, protect, perfect or record our Security Interest in the Motor Vehicle, or to better secure our position in respect of this Lease under the PPS Law.

(2) If the Security Interest relates to commercial property as defined under PPS Law, we are not obliged to give any notice or provide copies of any documents required under the PPS Law (including notice of a Verification Statement) unless the obligation to give that notice or provide that document cannot be excluded.

(3) If applicable for commercial property, you consent to the waiver in clause 8(1).

(4) We may, by notice to you at any time, require you to do any or all of the following things acting reasonably:

(a) take all steps, provide information, produce documents and obtain consents;

(b) execute any notice, consent, document or amendment to this Lease; or

(c) do any other thing, that we consider reasonably necessary or desirable to: (i) ensure that this Lease or any Security Interest arising under this Lease, is enforceable, effective and perfected; (ii) register, protect, perfect, record, or better secure our position in respect of this Lease or our Security Interest under this Lease under the PPS Law; (iii) preserve our priority position as contemplated by this Lease; or (iv) overcome any defect or adverse effect arising from the PPS Law.

(5) You must:

(a) comply with the requirements of a notice under clause 8(4) within the time stated in the notice at your cost and expense; and

(b) promptly notify us of any change to information that you provide to us under this clause; and

(c) procure the removal from the Register any registration which affects the priority of our Security Interest in the Motor Vehicle; and

(d) not create or allow to exist a registration on the Register in relation to any Security Interest (other than Security Interest in our favour) in the Motor Vehicle.

9 Default and Breaches

(1) The following are Events of Default:

(a) if you fail to pay the Rent on the due date, or you default in payment of any other money payable under this Lease;

(b) if, after we accept this Lease, you refuse to obtain or take delivery of the Motor Vehicle or fail to do so within a reasonable time (as determined by us) after delivery is available;

(c) if you have made a statement or representation or warranty to us that we relied upon in purchasing the Motor Vehicle or entering into this Lease which we ascertain to be materially false or misleading which was material in the circumstances to us entering into this Lease with you;

(d) you have been convicted of an indictable offence or sentenced to imprisonment in relation to your use or operation of the Motor Vehicle;

(e) an Insolvency Event occurs in respect of you;

(f) if execution or distress is issued or levied against you or the Motor Vehicle if, where you are a corporation, you are taken under section 459F of the Corporations Act to have failed to comply with a statutory demand, or anything referred to in sections 461(a) to 461(h) (both inclusive) of the Corporations Act happens in relation to you or you are dissolved;

(g) if any insurance proposal made by you in respect of the Motor Vehicle is declined or any insurance is cancelled;

(h) if any breach of this Lease occurs which might be calculated to prejudice the safety or condition of

the Motor Vehicle or our ability to recover the Motor Vehicle, for example, under clauses 5 or 6;

(i) if you commit a breach of any of the other provisions of this Lease (other than clauses 1, 3, 5 or 6 of this Lease) which, if capable of remedy, are not remedied within the reasonable timeframe we require;

(j) if your conduct indicates that you no longer intend to be bound by this Lease;

(k) if we reasonably believe you or another person has acted fraudulently or dishonestly in connection with this Lease or any Security Interest in the Motor Vehicle;

(l) if you do or omit to do anything or permit anything to be done or omitted which may prejudice our Security Interest or the priority of our Security Interest in the Motor Vehicle; or

(m) if a Security Interest (other than in our favour) exists in the Motor Vehicle.

(2) If you are in default, we will give you a written default notice requiring you to remedy the default within a reasonable period, being not less than 30 days from the date of the notice. However, we need not give you that notice in circumstances where:

(a) it is reasonable for us to act quickly to manage a material and immediate risk relating to the nature of the default, your particular circumstances or to protect the Motor Vehicle or its value or our Security Interest;

(b) the default is not capable of being remedied by you.

(3) A default notice will tell you what you need to do to remedy the default, if that can be done. You must do what the notice asks within the time provided.

(4) If, during the period of the default notice, you default a second time, then you are still in default, even if you have remedied the first default.

(5) If the default has not been remedied within that period, then:

(a) any right under this Lease that you have to deal with the Motor Vehicle immediately ceases but you must ensure that nothing happens which might prejudice the safety or condition of the Motor Vehicle or our ability to recover it, and you must continue to comply with clauses 5 and 6;

(b) we may require you to return the Motor Vehicle or we may repossess the Motor Vehicle in accordance with clause 10;

(c) we can terminate the Lease;

(d) if we terminate the Lease, we are entitled to payment from you, as liquidated loss of bargain damages, the "Recoverable Amount" being the aggregate of:

(e) our liquidated damages arising from the early termination of the Lease, being the present day value at the date of termination (ascertained by applying the Discount Rate to each payment over the period by which the date for payment is brought forward) of the Residual Value of the Motor Vehicle specified in the Particulars and of all the rent that would otherwise have been payable had this Lease not terminated and which, at the date of termination, had not fallen due for payment; and

(f) the amount of any rent or other money then overdue under this Lease (including money payable under this clause 9) and any interest payable on it.

10 Return and repossession of Motor Vehicle

(1) You must return the Motor Vehicle to us at the address reasonably specified by us or otherwise notified to you in writing:

(a) when the Lease expires;

(b) if the Lease is otherwise terminated;

(c) if we agree to accept the return of the Motor Vehicle; or

(d) if we become entitled to possession of the Motor Vehicle.

(2) You are responsible for all delivery costs and the Motor Vehicle must be returned in good order and repair, fair wear and tear excepted.

(3) You must also return all tools, accessories, manuals, log books and software supplied with the Motor Vehicle or which form part of the Motor Vehicle.

(4) If you fail to return the Motor Vehicle as required by this Lease then at our discretion, we may retake possession of it (after having provided any notices, obtained any consents and observed any notice periods required by law).

(5) If, on expiry of this Lease, the Motor Vehicle is not received within 7 days after we have given you notice to return it to us (and if we have not exercised our right to repossess the Motor Vehicle) you must pay to us:

(a) the Residual Value of it; and

(b) by way of liquidated damages for detention, a daily sum equal to the amount obtained by dividing the amount of the last rent instalment specified in this Lease by the number of days in the last rent period specified in this Lease; and

(c) all other money payable under this Lease.

11 Disposal of Motor Vehicle By Us

(1) Where the Motor Vehicle comes into our possession on expiry of this Lease, on expiry of any extension of this Lease, on early termination of this Lease (other than under clause 14), or as a result of your default (in accordance with clause 9), we may dispose of it in any manner we consider reasonable. On any disposal of the Motor Vehicle, we will dispose of it as soon as is reasonably practicable and will, in good faith, endeavour to obtain the market or best price reasonably obtainable for it in its then condition.

(2) Where the Motor Vehicle is sold under clause 11(1) and:

(a) you have paid the discounted Residual Value or Residual Value of the Motor Vehicle and have paid all other amounts payable under this Lease, we will pay to you out of the proceeds of sale of the Motor Vehicle an amount that is equal to the discounted Residual Value or the Residual Value as the case may be that has been paid by you. Any amount paid to you pursuant to this sub-clause will not be greater than the sales proceeds; or

(b) you have not paid either the discounted Residual Value or the Residual Value of the Motor Vehicle and the discounted Residual Value or Residual Value exceeds the proceeds of sale of the Motor Vehicle, you must pay to us the amount of the shortfall so we receive an amount equal to the discounted Residual Value or Residual Value.

(3) If the Motor Vehicle has not been sold under clause 11(1) within 3 months of its being received into our possession after the expiry or termination of this Lease, we may obtain a valuation of the best wholesale value of the Motor Vehicle in its then condition by an independent valuer approved by us in good faith as being a competent valuer in relation to the type of Motor Vehicle in question. Once the valuation is received, the Motor Vehicle will be taken conclusively to have been sold under clause 11(1) for net proceeds equal to the amount of the valuation (after deducting all costs and expenses of the valuation, storage of the Motor Vehicle and all other money payable to us under this Lease). We will apply any reimbursement to you in accordance with clause 11(2)(a) or recover the shortfall from you in accordance with clause 11(2)(b) as applicable based on the valuation.

(4) Nothing in this clause 11 limits our right to recover damages for any other repudiation of this Lease by you.

(5) A reference in this clause 11 to a repossession, return or disposal of the Motor Vehicle includes a reference to a repossession, return or disposal of the whole, or a substantial part, of the Motor Vehicle. A reference in this clause 11 to proceeds of sale means the proceeds available after deduction of any costs incurred by us or payable to us or to third parties (for example, auctioneer's costs) relating to the sale of the Motor Vehicle.

12 Costs

You must pay to us, on demand, all reasonable expenses that we may reasonably incur in exercising or attempting to exercise our rights under this Lease, including costs and expenses incurred in:

(1) doing anything pursuant to clause 8; and

(2) repossessing the Motor Vehicle and entering and removing the Motor Vehicle from the land or premises on or in which the Motor Vehicle is situated; and

(3) making good any injury caused to any land or premises or to the property of any person by any entry or removal; and

(4) storing, insuring, registering and repairing the Motor Vehicle and attempting to sell the Motor Vehicle; and

(5) taking any reasonable action to protect our title to the Motor Vehicle.

Your liability for any costs and expenses under this clause excludes any cost and expense caused by our mistake, error, fraud, negligence or wilful misconduct, or the mistake, error, fraud, negligence or wilful misconduct any of our officers, agents or employees, or any receiver we appoint.

13 Renewal

(1) If you continue in possession after expiry or termination of this Lease with our prior written consent (which will not be unreasonably withheld), you must, until the return of the Motor Vehicle, pay to us a daily rent equal to the amount obtained by dividing the amount of the last rent instalment by the number of days in the last rent period and must comply with the terms of this Lease as far as applicable.

14 Loss or Destruction of Motor Vehicle and Our Loss

(1) You must advise us if the Motor Vehicle is stolen, lost, destroyed or substantially damaged or impaired.

(2) If any of the events described in 14(1) occur, and you and we agree to the affected goods being replaced (which agreement must be in writing) the replacement goods will then be the subject of this Lease.

(3) If within 30 days after the event in clause 14(1) happens, you and we have not agreed to a replacement, this Lease terminates in respect of that Motor Vehicle when we receive payment from you of Our Loss. "Our Loss" is the greater of:

(a) the Recoverable Amount; and

(b) the value of the Motor Vehicle immediately prior to the loss or destruction.

(4) This Lease continues in respect of any Motor Vehicle that is not affected.

(5) We will give you credit for any insurance money or proceeds of salvage received by us, if and when received, but only to the extent of Our Loss. When we are paid Our Loss, you are no longer liable for the rent instalments then unpaid.

15 Termination of Lease

(1) At any time during the term of the Lease, you may ask us to accept the return of the Motor Vehicle. If you ask to return the Motor Vehicle prior to the expiry of the term of the Lease, you must pay the amount owing under the Lease on or before return of the Motor Vehicle to us. We will provide you with a written statement of the amount you must pay to us and any other information to assist you with the early termination of the Lease. The amount you must pay will be equal to the Recoverable Amount and the provisions of clauses 10 and 11 will apply to the return and disposal of the Motor Vehicle.

16 Power of Attorney

(1) You appoint us, each of our directors, each of our employees whose job title includes the word "manager" or "head of", each of our solicitors, each other person we authorise, separately as your attorney. If we ask, you must formally approve anything they do under this clause. You may not revoke these appointments.

(2) If clause 9(5) applies, each attorney may do anything which you can lawfully authorise an attorney to do in connection with this Lease or the Motor Vehicle and do anything which you are obliged to do under this Lease, or which the attorney believes is expedient to ensure compliance with this Lease to give effect to any of our rights under this Lease or at law (these things may be done in your or the attorney's name).

(3) Each attorney may exercise their powers without your consent or notice and even if this involves a conflict of duty or they have a personal interest in doing so.

(4) You agree to, at your cost, execute all documents and do all acts required by us to give effect to the power of attorney under this clause.

17 Representations and Warranties

(1) You represent and warrant that:

(a) all information (including, the VIN in respect of the Motor Vehicle) given to us by you or on your behalf is to the best of your knowledge and belief true and correct and any financial information provides a true and fair view of your financial position; and

(b) where you are a corporation: (i) you have power to enter into this Lease; (ii) in entering into this Lease, you are not violating any document, law, or restriction; and (iii) the person signing this Lease on your behalf has been properly authorised to execute it; and

(c) no Security Interest (other than Security Interest in favour of us) has attached or will attach to the Motor Vehicle; and

(d) the Motor Vehicle is not and does not form part of the inventory of your business; and

(e) your signing this Lease constitutes an act giving rise to our Security Interest.

(2) You acknowledge that:

(a) unless a timeframe is specified, you must act promptly in complying with your obligations under this Lease; and

(b) we are neither the manufacturer of the Motor Vehicle nor a dealer in it;

(c) we agreed to enter into the Lease for the purpose of leasing the Motor Vehicle to you at your request under this Lease; and

(d) you have not relied on our skill or judgment when deciding whether the Motor Vehicle was reasonably fit for your purpose; and

(e) we will not take physical possession of the Motor Vehicle prior to delivery; and

(f) any accessories, replacements or other chattels that are supplied with the Motor Vehicle are part of it; and

(g) we may enter any premises where we believe the Motor Vehicle is located to inspect or test it or retake possession of it (subject to any notice period set out in the Lease or as required by law); and

(h) if the Motor Vehicle is secured to Land or premises: (i) it is not a fixture and we may enter and remove it when we are entitled to do so; and (ii) if a person other than you holds an interest in the land or premises, you must obtain from that person a written acknowledgment that the Motor Vehicle is not a fixture, and written consent to the entry and removal of the Motor Vehicle at any time by, and without any liability to, us, and you must pay, on demand, all costs incurred by us in obtaining this acknowledgment and consent; and

(i) your obligations to pay rent and to comply with the terms of this Lease continue to the extent permitted by law, despite the occurrence of any defect in, or total or partial breakdown of, the Motor Vehicle or any damage to or loss of the Motor Vehicle; and

(j) no right, obligation or option to purchase the Motor Vehicle has been given to you and there is no agreement for the sale of the Motor Vehicle to you.

(3) You warrant that you thoroughly examined the Motor Vehicle before this Lease was entered into and you are satisfied as to the condition, quality and suitability of the Motor Vehicle for your purposes and that the Motor Vehicle is, or will be when delivered, in accordance with the description of the Motor Vehicle contained in the Particulars and is of a design, size, capacity, type and manufacture selected by you.

18 GST

(1) Without limiting any other provision of this Lease if a goods and services tax or similar value added tax (GST) is imposed on any supply made by us under or in connection with this Lease, the amount you must pay for that supply is increased by the amount of that GST.

(2) For the avoidance of doubt to the extent that we incur an amount of additional expense, cost or damage or recover a lesser amount by reason of the impact of GST in connection with or arising out of this Lease or any security for any amount owing under this Lease, any such amount shall be for your account and may be recovered by us from you.

19 Limitation of Liability

(1) All express and implied terms, consumer guarantees, conditions and warranties that otherwise might apply to this Lease are excluded to the extent permitted by the Australian Consumer Law or any other applicable law but not otherwise and have no legal effect.

(2) Clause 19(1) applies except as is provided:

(a) in this Lease;

(b) in the Australian Consumer Law; or

(c) by any other legislation.

(3) Our liability for a breach of any condition, guarantee or warranty implied by the provisions of the Australian Consumer Law or any other legislation which cannot be excluded is, to the extent permitted by law, limited to:

(a) in the case of Motor Vehicle: (i) the replacement of it; or (ii) the supply of equivalent Motor Vehicle; (iii) the repair of it; or (iv) the payment of the cost of replacing it or of acquiring or hiring equivalent Motor Vehicle; or (v) the payment of the cost of having it repaired;

(b) in the case of services: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again; whichever is determined by us to be appropriate in the circumstances, but this provision does not apply to the implied undertakings referred to in section 51 of the Australian Consumer Law or any similar implied condition referred to in any other legislation applicable to this Lease. The provisions of this clause 19(3) do not apply if you establish that it is not fair and reasonable for us to rely on them.

(4) Clause 19(3) only applies if the Motor Vehicle is of a kind not ordinarily acquired for personal, domestic or household use or consumption.

20 Introductions by Agents

Where you have been introduced to us by a broker, agent, dealer or other person, you acknowledge:

(1) we may pay commission to that person; and

(2) that the broker or dealer is not our agent and we are not responsible for any claims or demands made by any broker or dealer against you for commissions which are undisclosed in this Lease; and

(3) the broker or dealer is not authorised to make any warranties, statements and representations to you on our behalf regarding this Lease .

21 Agency and Maintenance

(1) You acknowledge that we may have entered into this Lease as agent for some other person and you agree that you are not entitled to make any objection to that (irrespective of whether the agency is disclosed) or to the fact that the other person has or acquires property in the Motor Vehicle.

(2) If any maintenance or other charges other than rent are packaged with the rent payable by you, you acknowledge that this has occurred with your authority and that:

(a) neither we nor any person for whom we may be acting as agent in respect of the leasing of the Motor Vehicle is responsible in any way for the maintenance of the Motor Vehicle or any other service packaged with the rent; and

(b) any failure of performance or breach by any person providing the maintenance or other services, in no way affects, excuses or releases you from payment of any rent payable under this Lease or otherwise affects the performance by you of your obligations under this Lease; and

(c) any failure on your part to pay the rent in full constitutes a breach of an essential term of this Lease.

(3) If you have an arrangement with any other person to provide, budget for or finance maintenance or any other services, you acknowledge that neither we nor any person for whom we may be acting as agent in respect of the leasing of the Motor Vehicle are liable in respect of that arrangement and the failure of any

other person to perform that arrangement in no way affects, excuses or releases you from payment of any rent payable under this Lease or otherwise affects the performance by you of your obligations under this Lease.

22 Confidentiality and Our Right of Disclosure

(1) Subject to any law relating to privacy, we may disclose information about you and the Lease in the following circumstances:

(a) with your express or implied consent which must not be unreasonably withheld; or

(b) to any of our Related Bodies Corporate ; or

(c) to the extent we consider disclosure necessary to protect our interests; or

(d) to persons considering taking an assignment from us of this Lease; or

(e) to persons who hold this Lease as trustee for investors; or

(f) to persons who manage this Lease for us or under securitisation arrangements; or

(g) to persons considering purchasing us or who are involved in valuing us for ratings purposes; or

(h) to our legal advisers, and financial advisers, consultants, auditors and agents of ours involved in negotiating, administering or enforcing this Lease such as service agents, debt collection, enquiry agents; or

(i) if required or authorised by or under law; or

(j) if the information is generally and publicly available; or

(k) to any third parties for securitisation purposes; or

(l) in any other circumstance we think it is necessary and in our interests to do so.

(2) Except if section 275(7) of the PPSA applies, we and you agree not to disclose information of a kind referred to in section 275(1) of the PPS Act that is not publicly available.

(3) You agree that you will not authorise the disclosure of any information as contemplated by section 275(7)(c) of the PPS Act.

23 Contracting out of certain provisions of the PPS Act

Except in circumstances where the Motor Vehicle is Consumer Property under the PPSA, you and we agree to contract out of the following provisions of the PPS Act:

(1) your right to receive any notice under section 95 (notice of removal of accession), section 121(4) (enforcement of liquid assets - notice to grantor), section 130 (notice of disposal) and section 135 (notice of retention); and

(2) section 125 (obligation to dispose or retain collateral); and

(3) your right to receive details of any amounts paid to other secured parties in a statement of account provided by us under section 132(3)(d); and

(4) your right to receive a statement of account under section 132(4) (statement of account if no disposal);

(5) section 142 (redemption of collateral); and

(6) section 143 (reinstatement of security agreement).

24 Miscellaneous Provisions

(1) We are, without prior notice to you, entitled to assign our interest in this Lease and the Motor Vehicle provided that such assignment does not affect in any materially adverse way your rights and obligations under this Lease.

(2) You must give us any financial information we reasonably require which is relevant to your obligations under the Lease.

(3) You authorise us to complete or amend the description of the Motor Vehicle in the Particulars if the description is incomplete or inaccurate and complete all necessary formalities to make this Lease effective and reflect what is intended or agreed between you and us, including inserting dates and registration details.

(4) If anything in this Lease is unenforceable, illegal or void then this Lease is to be interpreted as if that clause is varied to the extent the necessary to render the clause no longer illegal or void, or is if necessary omitted.

(5) We can exercise our powers and rights at any time even if we have previously done so or failed to do so.

(6) Waivers by us must be in writing and are only effective for the specific instance to which they relate and for the specific purpose for which they are given.

(7) Termination of this Lease because of repudiation by you does not affect any other right we have to payment of money under or in respect of this Lease.

(8) Our rights, powers and remedies under this Lease are in addition to any other rights, power and remedies we have at law (including our right to damages) and all of our rights, powers and remedies may be exercised by any Authorised Officer. To the extent permitted by the PPS Law, our rights, powers and remedies under this Lease prevail to the extent they are inconsistent with the provisions of the PPS Law.

(9) Where a provision of this Lease specifies that our consent or approval is required or that we may require

you to do or not do any act or thing, we will act reasonably in determining whether or not to provide that consent or approval or require you to do or not do such act or thing, and our consent will not be unreasonably withheld. We may provide any consent or approval unconditionally or subject to such conditions as we reasonably determine and you must comply with any conditions we impose.

25 Variations

Except as permitted or required by law, you and we agree that this Lease can only be varied with the agreement of both the parties or by order of the court.

26 Hardship applications

(1) If you consider that you are or will be unable to meet your obligations under this Lease, you may give us a notice (a hardship notice) orally, or in writing, of your inability to meet your obligations. We will assess your hardship application and will provide you with written notice about whether we have agreed to change the lease.

27 If you have a problem or dispute

(1) Our service commitment

We are committed to providing our customers with innovative finance solutions and the best customer service experience.

Resolution of problems is a priority for us. If at any time our service does not meet your expectations, we would like you to let us know.

(2) How to contact us

If you have a complaint, there are a number of ways to contact us:

- Call us on 1800 245 614, between 8:00 am to 5:00 pm (AEST), Monday to Friday
- Complete the online complaints form at www.boqfinance.com.au/feedback-and-complaints
- Contact our Customer Service Department via:

  Email: customer.service@boqfinance.com.au

  Call: 1800 245 614

  Write to: Customer Service
  GPO Box 898
  Brisbane QLD 4001

(3) How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

(4) What to do if you feel your complaint has not been resolved

If you're still unhappy with the result you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution services for financial services. To contact them you can:

Call: 1800 931 678

Email: info@afca.org.au

Online: www.afca.org.au

Write to: GPO Box 3
Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

28 Notices

(1) Subject to any applicable laws, we may give you any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) by:

(a) being delivered personally to, left at or posted to your address specified in the Particulars, or your registered office, place of business or residence last known to us;

(b) electronic transmission to your electronic address last known to us; or

(c) any other means permitted by law.

(2) Any notice, statement, demand, court document or other document will be effectively signed on our behalf if it is executed by us or any of our Authorised Officers.

29 Definitions and Interpretation

(1) In this Lease unless the context otherwise requires:

(a) where a term used in this Lease appears as a heading in the Particulars, that term has the meaning shown under or opposite it in the Particulars.

(b) "AFCA" means the Australian Financial Complaints Authority;

(c) "Australian Consumer Law" means the Australian Consumer Law under the *Competition and Consumer Act 2010* (Cth);

(d) "Authorised Officer" means any director, secretary, class of manager or solicitor of BOQ Finance and any other person appointed as such by BOQ

Finance and any person for the time being acting in any of those capacities;

(e) "Consumer Property" has the meaning given to it in the PPS Act;

(f) "Corporations Act" means the *Corporations Act 2001* (Cth);

(g) "Discount Rate" means the rate specified as the discount rate in the Particulars or if there is no rate specified then the rate determined by us acting reasonably to be an appropriate rate per annum to reflect the benefit we have received from the present payment as compared to receiving the payments over time (noting such rate may not be specific to your circumstances but may be the rate used by us generally for products of this type);

(h) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their agreement and intention to sign this Lease;

(i) "Income Tax Assessment Acts" means the Income Tax Assessment Act 1936 and Income Tax Assessment Act 1997 as amended from time to time.

(j) "Insolvency Event" in respect of a person means the happening of any of these events:

(i) execution or other process issued on a judgment, decree or order of an Australian court in favour of a creditor the relevant person is returned wholly or partly unsatisfied;

(ii) the relevant person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken that could result in that event;

(iii) in the case of a body corporate:

(A) it becomes an externally-administered body corporate under the Corporations Act;

(B) steps are taken by any person towards making it an externally-administered body corporate;

(C) a controller (as defined in section 9 of the Corporations Act) is appointed of any of its property or any steps are taken for the appointment of a controller; or

(D) it is taken to have failed to comply with a statutory demand within the meaning of section 459F of the Corporations Act; and

(iv) in the case of an individual:

a. commits an act of bankruptcy;

b. is declared or becomes bankrupt; or

c. makes any arrangement with their creditors; and

(v) is otherwise unable to pay their debts when they fall due; or

(vi) anything having a substantially similar effect to any of the events specified above happens;

(k) "Motor Vehicle" means the motor vehicle described in Item 3 of the Particulars and includes everything used or held in connection with it including all accessories, replacements, attachments, features, devices and software installed upon or fitted to it, all manuals, operating guidelines, log books and service books;

(l) "Lease" means the lease agreement comprised of the Particulars and these Terms and Conditions;

(m) "Our Loss" has the meaning given to that expression in clause 14;

(n) "Particulars" means the details set out on the page attached to these terms and conditions that is headed "Particulars";

(o) "PPS Act" means the Personal Property Securities Act 2009 (Cth);

(p) "PPS Law" means: (i) the PPSA Act; (ii) regulations made from time to time under the PPS Act; and (iii) any amendment made to any other legislation as a consequence of the PPS Act, including, without limitation, amendments to the Corporations Act;

(q) "Proceeds" has the meaning given in the PPS Act;

(r) "Recoverable Amount" has the meaning given to that expression in clause 9(5)(c);

(s) "Register" has the meaning given in the PPS Act;

(t) "Related Bodies Corporate " has the meaning given to it in the Corporations Act; and

(u) "Residual Due Date" means the date specified in the Particulars which is 30 days from the date the last rental instalment is due.

(v) "Security Interest" means: (i) a mortgage, charge, pledge, lien or other security interest securing the payment of money or performance of any obligation of any person or any other agreement, notice or arrangement having a similar effect; (ii) a right, interest or an arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or (iii) third party right or interest or any right arising as a consequence of the enforcement of a judgment; or (iv) anything that is defined to be a 'security interest' under the PPS Law;

(w) "Serial Number" has the meaning given in the PPS Act;

(x) "Verification Statement" has the meaning given in the PPS Act;

(y) "Vehicle Identification Number (**VIN**)" has the meaning given in the PPS Act;

(z) "Us", "We", and "Our" means BOQ Credit Pty Limited trading as BOQ Finance; and

(aa) "You" and "Your" means the Lessee.

(2) In the Lease unless the context otherwise requires:

(a) a month means a calendar month;

(b) a business day means a day that is not (a) a Saturday or Sunday, or (b) a national public holiday;

(c) any statute or statutory provision includes its consolidation, re-enactment and substitution and the regulation, by-laws and orders for the time being in force under it;

(d) a person includes a corporation;

(e) bankruptcy includes any assignment and arrangement of property and composition of debts under the bankruptcy laws; and

(f) anything and any amount is a reference to the whole or any part of such thing or amount.

(3) References to:

(a) a clause, a schedule or an annexure are to be construed as references to a clause of and a schedule and an annexure to the Lease; and

(b) a person include that person's executors, administrators, successors and (where permitted) assigns.

(4) Words importing:

(a) the singular include the plural and vice versa; and

(b) any gender include all other genders.

(5) Headings are inserted for guidance only and do not affect the content of any clauses.

(6) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the document.

(7) When used in the Lease, the expressions "includes", "including", "such as" and similar expressions are not intended to be words of or to imply limitation.

(8) If there is more than one Lessee, they are bound jointly and separately and every reference to the Lessee applies to each and every Lessee.

30 Applicable Law

The law applicable to the Lease is the law of the state or territory specified as being the applicable law or the governing law in the Particulars.

31 Execution and Signing under Power of Attorney

(1) This Lease may be signed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same document.

(2) Provision of a copy of this Lease or any other document contemplated by this Lease bearing an original or Electronic Signature by electronic mail in portable document format (.pdf) form or by any other electronic means will have the same effect as physical exchange of the paper document bearing an original or Electronic Signature. Any Lease so provided will be binding on each party as if it were physically executed.

(3) This Lease may be signed by any person using an Electronic Signature, and each party agrees to enter into this Lease in electronic form and consents to each party signing the Lease using an Electronic Signature.

(4) If the Lease is signed pursuant to a power of attorney the attorney hereby declares that the attorney has power to sign this document and that the attorney has not received any notice of revocation of the power of attorney

EXECUTION as an agreement

The Lessee acknowledges that it has read and it understands the terms and conditions of this Lease Agreement and agrees to be bound.

EXECUTION by Lessee:

---------- Date:
Signature of Lessee

Witness Signature

Witness Name

This Lease Agreement may be by signed by any person using an electronic signature (being an electronic method of signing that identifies the person and indicates their agreement and intention to sign this Lease Agreement) ("Electronic Signature"), and each party agrees to sign this Lease Agreement in electronic form and consents to each party signing the acknowledgment using an Electronic Signature. Provision of a copy of this Lease Agreement or any other document contemplated by this Lease Agreement bearing an original or Electronic Signature by electronic mail in portable document format (.pdf) form or by any other electronic means will have the same effect as physical exchange of the paper document bearing an original or Electronic Signature. Any document so provided will be binding on each party as if it were physically executed.
The Date the Motor Vehicle is purchased and/or financed will be the date **BOQ Credit Pty Limited** accepts the above offer.