

## Rental Agreement Terms and Conditions

### 1. INTERPRETATION

#### 1.1. Agreement

These terms and conditions do not form the entire agreement between you and CHERPA. The agreement between you and CHERPA consist of;

- a. any terms and condition set out in this document (including any Annexures);
- b. the Schedule;
- c. the Direct Debit Request Form and Agreement.

Together, these documents are referred to as the Agreement or Lease Agreement.

#### 1.2. Terms used in the Agreement

In the Agreement some words have specific meaning. We list these words in this section.

**Agreement** means the agreement you have with us as explained above.

**Annexure** means annexure 1 or 2 as relevant which forms part of the Agreement.

**Application Form** means the application form you completed and signed.

**Approved Defence Posting Location** means the specific locations marked with the word Yes in Annexure 2 to these terms and conditions and any agreed location within a 30 kilometres radius of the location town centre or General Post Office.

**Direct Debit Request Form and Agreement** means the form in this name authorising us to debit your nominated account with rent payments under the Agreement.

**Drop-off Location** means the address set out in the Approved Defence Posting Location as the address the Leased Goods must be dropped off if you are responsible and liable for such drop off.

**Enforcement Expenses** means the reasonable legal and administrative expenses (including any internal costs) as allowed by Law which we may incur and charge you in the event of default under this Agreement.

**Goods** (Leased Goods) means the goods identified in the Schedule as the leased goods.

**Law** means any relevant (State or Federal) consumer protection laws applicable to goods rental as are enforce from time to time.

**Minimum Term** means the minimum term set out in the Schedule.

**Schedule** means the document entitled CHERPA Rental Agreement Schedule which includes a description of the Goods, any rental payments and fees and charges.

**Term** means the term of this lease agreement as set out in the Schedule

**You** means the renter and the person responsible under the Agreement for the rent payments as set out in the Schedule. Yours shall have the corresponding meaning.

**we** means CHERPA Pty ABN 96 930 282 154 the lessor under this lease agreement details of which are set out in the Schedule. **Us** and or **our** shall have the corresponding meaning.

#### 1.3. General interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- a. Headings are for convenience only, and do not affect interpretation.
- b. A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement includes all variations, novations or replacements;
  - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
  - (iv) a person includes a natural person and a corporation, and includes the person and any successors in title, assigns, transferees or executors of the person;(v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
- (d) Where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning;

- (e) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (f) A reference to dollars or \$ is to Australian currency.

## 2. THE TERMS OF THE AGREEMENT

### 2.1. Agreement to Rent

By executing the Application Form you offer to rent the Goods from us. We do not have to accept the offer.

We will not consider to accept an offer from you to rent Goods from us unless:

- a. You properly executed the Application Form;
- b. You agree to pay us the security bond specified in the Application Form and the Schedule;
- c. You executed in our favour the rental agreement and Schedule; and
- d. You executed in our favour a Direct Debit Request Form and Agreement authorising the repayments under the Agreement.

### 2.2. Rental Period

- a. The period of rental commences on the day possession of the Goods is delivered to you and will continue for the Term and until this Agreement is terminated by you or us.
- b. you agree to the Minimum Term. If the Minimum Term is not complied with, you agree to pay us the Rental Instalment for the Minimum Term.

## 3. THE PAYMENTS YOU ARE OR MAY BE REQUIRED TO MAKE

### 3.1. Rental Instalments, Enforcement Expenses and Late Repayment Fee

- a. You must pay us the rent payments (**Rental Instalment**) specified in the Schedule as we direct from time to time. Rental Instalments will be debited from your nominate account in accordance with the Direct Debit Form and Agreement you executed.
- b. When you execute this Agreement, you will be required to make the first fortnightly payment in advance. The Rental Instalments are paid fortnightly **in advance**.

- c. All Rental Instalments payable after the initial Rental Instalment must be paid on or before the next due date;
- d. If the due date falls on a day that is not a business day, the Rental Instalment must be paid on the first business day after the due date;
- e. Rental Instalments must be paid in clear funds without any deductions, set off or counterclaims, except as set out in 4.5(c). below. You are not entitled to deduct any monies that you may claim are payable to you by us from the Rental Instalment except as set out in 4.5(c) below.
- f. Your obligation to pay us the Rental Instalment is not dependent on the operation or enjoyment of the Goods. Payment obligations continue until the Agreement is terminated and the Goods are returned to us in good working order.
- g. If you have more than one contract with us, each agreement will be treated separately and the payment obligation is independent of each other. Payment received by you will be applied by us in any manner and order we deem appropriate in order to meet your respective obligations under the Agreement or if you have more than one agreement then the agreements.
- h. Your Rental Instalments are fixed. If there is an error in the payment, you will need to commence the process described below in relation to errors and corrections including, where relevant, a dispute resolution.
- i. If any taxes apply to the Payments, we will advise you of these taxes and any changes to them during the Term. You must reimburse us for any taxes paid in relation to the Rental Instalments except for taxes that are attributed solely to our business operation like income tax.
- j. If you fail to pay the Rental Instalment on time as required under this Agreement, you are in default. If you are in default, you agree to pay us our Enforcement Expenses.
- k. If you are in default under this Agreement, we may charge you a late payment fee as set out in the Schedule. The late payment fee includes any fee we pay to our banker on account of a dishonoured payment as well as internal administration fee. You will be liable to pay us the late payment fee until the default is remedied or the Agreement is terminated and the Goods are returned to us in good working order.

### 3.2. Fees and Charges

You agree to pay us the fees and charges as set out in the Schedule. Any fees incurred due to late or dishonoured Rental Instalment will be added to the outstanding amount owed under the Agreement.

### 3.3. Delivery, Installation and Pick Up

- (a) We will deliver the Goods to the installation address set out in the Schedule at the commencement of the Lease. Delivery and installation of Leased Goods to any of the locations set out in the Approved Defence Posting Locations in Annexure 2 is free of charge.
- (b) Pick up from any of the locations set out in the Approved Defence Posting Locations in Annexure 2 is free of charge on the condition that at the time of pick up, you are not in default under this Agreement.
- (c) If you are in default under this Agreement, you must drop off, at your costs, the Leased Goods to any of the Drop Off Addresses set out in the Approved Defence Posting Locations.
- (d) If we are required to pick up the Leased Goods from your address and you are in default under this Agreement, we may charge you and you must pay, our (or our contractor's) reasonable pick up fee .

### 3.4. Security Bond

- i. If required under the Agreement, you must pay a security bond to us in the amount specified in the Schedule;
- ii. The security bond is a sum of money that we retain as security until the Goods are returned to us in good working order except for fair wear and tear.
- iii. We are entitled to retain the security bond until the Agreement is terminated and the Goods are returned to us in good working order, fair wear and tear excepted.
- iv. On termination or expiry of this Agreement, if the Goods are returned to us in good working order, we will refund the security bond to you. If the Goods are returned to us in an unsatisfactory condition e.g. dirty or damages, we may offset the costs of remedying the issues against the security bond and refund you the remainder of the security bond, if any.
- v. For the avoidance of doubt, if we are required to use the Security Bond, we may use the money for labour and

materials of necessary repair or service, cleaning and deodorising, stitching sawing or repairing any tear , re-gassing or removing of add on items to the Goods.

### 3.5. Enforcement Expenses

You agree to indemnify us, on full indemnity basis, and pay us on demand any Enforcement Expenses incurred by us in connection with enforcing the terms of this Agreement.

### 3.6. GST

Unless otherwise specified, all amounts included in the Agreement and the Application Form and Schedule are inclusive of GST.

### 3.7. Other Expenses and Liabilities

- a. Your rights in this Agreement are in addition and subject to and do not vary, limit or adversely affect, your rights under any consumer protection laws whether State and Territory base or Commonwealth (Fair Trading legislation or Competition and Consumer Act 2010 Commonwealth).
- b. To the extent permitted by law;
  - i. We limit our liability with respect to the operation of the Goods to the repair of the Goods or the replacement of the Goods for goods of equal value and function;
  - ii. We exclude all liability for direct, indirect and consequential losses or damage such as loss of income, loss of opportunity, inconvenience and interruption of business;
- c. You acknowledge and agree that you lease the Goods from us and you operate/use the Goods at your own risk.
- d. You agree to operate the Goods in accordance with their manufacturer's instructions/manual as provided to you with the Leased Goods and not to alter the Goods in any way;
- e. You must keep the Goods in good working order and clean and maintain them (for example add fuel or oil as necessary) in accordance with the Goods operating manual.

### 3.8. Statement of Account

We will not issue you with a statement of account under this Agreement. Your Rental Instalments are fixed. If you require a

statement, we may charge you a statement fee as set out in the Schedule.

immediately and arrange for the collection of the Goods from your location at your cost.

#### 4. THE GOODS

##### 4.1. Ownership of Goods and Your Right to Use the Goods

- a. We retain title and ownership of the Goods at all times;
- b. The only interest or right in the Goods that you have as a consequence of this Agreement is as a bailee of the Goods and the right to quiet enjoyment of and use of the Goods in accordance with the terms of this Agreement;
- c. You must not part with possession of the Goods or give another person an interest in the Goods;
- d. If you part with possession of the Goods, give another person an interest in the Goods, or fail to return the Goods to us on demand being made pursuant to the terms of this Agreement, you will be considered to have misappropriated the Goods without authority.
- e. At any time during the Term you may offer to buy the Goods from us. If you wish to buy the Goods from us you should provide us with notice of your intention and we will advise you of the value of the Goods. As a general rule, the longer the Term, the lesser the purchase price of the Goods will be. We may decline to sell the Goods to you at our discretion.

##### 4.2. Location of the Goods

- a. Unless the Goods are portable devices, you must not move the Goods from the residential/installation address specified in the Schedule without our written consent. If you are being redeployed, you must provide us with notice before you move, so that we can update our records of your new address;
- b. If you are deployed to a location which is not listed in the approved Defence Posting Locations, then;
  - i. in the absence of an agreement between us in relation to the Goods, we reserve the right to immediately terminate this Agreement and collect the Goods at our costs; and
  - ii. if you are deployed and have moved to the new location without advising us, we reserve the right to termination this Agreement

- c. If the Goods are stolen, lost, destroyed or otherwise unlawfully removed from the said location you must immediately advise us:
- d. You will remain liable for the Rental Instalments until the Goods are returned to us or for the value of the Goods if these cannot be recovered.
- e. If we ask, you, you must within 7 days of the request, advise us of the location of the Goods or where the Goods are being used and if the Goods are no longer in your possession, you must give us all the information that you have that will assist us in locating the Goods.

##### 4.3. Right to Inspect the Goods

We reserve the right to seek to inspect the Goods by providing you with reasonable notice of not less than 5 business days. If we issue you with a notice, you must allow us access to your premises to inspect the Goods. If you do not allow us access as set out in this clause, you will be in breach of the Agreement and we may immediately terminate this Agreement and demand the return of the Goods.

##### 4.4. Condition and Maintenance of the Goods

- a. When you obtain delivery of the Goods, you must satisfy yourself that:
  - i. the Goods are the goods that you ordered and that they are not damaged;
  - ii. the Goods are the Goods that you ordered under the Application form and that they are suitable for your purpose; and
  - iii. you received any special instructions for installations of the Goods.
- b. You must:
  - iii. hold and use , at your costs, the Goods at your premises in safe and good working order;
  - iv. not operate the Goods in a way that is inconsistent or contrary to the Goods manufacturer's instructions and operating manual; and

- v. protect the Goods from any incidental damage whilst the Goods are in your possession.

#### **4.5. Our obligations in relation to Faulty Goods**

- a. If the Goods fail as a consequence of fair wear and tear or the fault is covered by the Goods warranty, we will, at our cost, either:
  - (i) repair the Goods;
  - (ii) replace the Goods with similar goods of equal value and function.
- b. If the Goods are faulty, you must advise us so we can attend to the issue under the manufacturer's warranty. We do not warrant the operation of the Goods and we rely on the manufacturer's warranty to address any quality defects and operational matters of the Goods. If the Goods are not covered by a manufacturer's warranty, we will attend to the repairs and service of the Goods for the Term provided the repair or service was not caused by your operation of the Goods contrary to the manufacturer's instructions or in breach of this Agreement.
- c. We will use best endeavours to repair or service leased goods within 2 weeks of notification of the fault. Should the repairs and service take longer than 2 weeks from the time of your notification, then to the extent that you have not caused or contributed to the fault the portion of the monthly rent which relates to that equipment will, abate until the goods are repaired and are in working order or the goods have been replaced.
- d. If we attend to the Goods at your request and it turns out that the Goods are functioning as normal, we will charge you a call out fee as set out in the Schedule.

We will repair faulty Goods during the Term provided the Goods are located in any of the locations set out in the Approved Defence Posting Locations. Goods that are not held in those approved location or that are held beyond a 30 kilometre radius of the General Post Office of any of these locations will only be serviced if you agree to pay our nominated reasonable service call charges plus mileage for distant travelling, which we can quote to you if you

advise us ahead of the service call, of your exact location. . Otherwise, the Goods will not be serviced or if we were not advised of the location, you will be charged for the amounts referred to above.

#### **4.6. Computer Equipment**

- a. You are solely responsible for the operation of any computer equipment forming part of the Goods. Except if covered by manufacturer's warranty, we will not be liable for any computer malfunction whether software or hardware related.
- b. If the Goods require software to operate, we take responsibility for the software that comes with the Goods as part of the manufacturer's warranty. If you install any software onto the Goods or download any application, program or code onto the Goods, you are solely responsible for the operation of such software, application or code.
- c. You agree to indemnify us against all losses, costs and expenses that we may suffer as a result of you downloading any software, application or code to onto the Goods.
- d. The maximum liability that may be imposed on us is to replace the computer equipment with a similar item of age and functionality. If we are asked to replace a Good and it is revealed that the malfunction is due to a software, application or Code you downloaded, we may refuse to replace the Goods until you pay us the costs of remedying the malfunction.

### **5. INSURANCE, DAMAGE RISK**

#### **5.1. General**

- a. If the Goods are damaged due to your or any other persons misuse or neglect you will be liable to reimburse us for any costs of repair incurred by us;
- b. Subject to clause 5.2, you will continue to be liable to pay the Rental Instalments, despite the Goods being damaged, lost or stolen until the Goods are returned to and delivery is accepted by us;
- c. If the Goods are damaged, destroyed, lost or misappropriated in any way (including as a consequence of being stolen) and we suffer loss or damage as a result, you

agree to indemnify and pay us on demand any loss suffered by us as a consequence of the Goods being damaged, destroyed, lost or misappropriated, subject to the Damage Waiver provisions below.

- d. Your liability for any damage caused to the Goods is not dependent on fault. You remain liable to us for the value of the Goods or Rental Instalments even if the damage, theft or misappropriation was not your fault or you were not involved with it.

## 5.2. Damage Waiver Details:

- a. If you change address, you must notify us of the new address or this Damage Waiver may not apply to you.
- b. For the avoidance of doubt, the Damage Waiver offered by us;
- i. is not an insurance policy and the Damage Waiver fee is not an insurance premium;
- ii. does not cover any other goods in your premises except for the Goods rented from us;
- iii. only covers damage to the Goods caused by fire or theft from your premises. It does not cover accidental damage, breakage or water damage;
- iv. does not cover theft of the Goods from a motor vehicle or any location other than your premises as set out in the Application Form and Schedule.
- c. The Rental Instalment includes the Damage Waiver Cover. It means that your Goods are covered by this and, if you have one and your content insurance policy.
- d. You may wish to take advantage of the Damage Waiver even if you have a content insurance policy because the Waiver amount may be less than the excess under your policy.
- e. Subject to clause 5.2(k), if the Goods are damaged by fire or are stolen from your premises ( other than as a result of your intentional or negligent conduct), the **Damage Waiver** means that maximum amount that you will be required to pay to us pursuant to this Agreement is the

Damage Waiver Excess specified in the Schedule.

- f. Your ability to rely on the Damage Waiver Excess is subject to your compliance with the following.
- i. Save as provided in 5.2(h), you are not in material default of this Agreement
- ii. the damage to or destruction of the Goods was not in part or in whole as a result the negligence or intentional act of any person who was in lawful attendance or had unrestricted access to the premises at which the Goods were located;
- iii. if the Goods were stolen, the theft must have been as a result of a breaking and entering of locked premises and reported to the Police within 24 hours of the theft being discovered; and
- iv. you reported any theft of, damage to, or the destruction of the Goods to us in writing within 48 hours of the theft being discovered or your becoming aware of the Goods having been damaged or destroyed,
- g. The Damage Waiver Excess, subject to the above, means we will replace the Goods with either new Goods or goods of similar age, description and functionality.

## 6. WHEN THIS AGREEMENT WILL COME TO AN END

### 6.1. Termination of the Agreement

- a. Either party may terminate this Agreement by the provision of one month written notice for any reason whatsoever. The notice does not have to provide reasons for terminating the Agreement.
- b. If this Agreement is terminated for any reason other than as a consequence of your default, we will pick up the Goods, at our cost, from your address, on the condition that :
- i. it is within the Approved Defence Posting Locations; and
- ii. you facilitate our collection of the Goods before the date on which the next Rental Installment is Due;

or, you may drop the Goods to a Drop Off Address.

- c. If this Agreement is terminated, the Goods must upon their returned or collection, be in good working order before the date which the next Rental Instalment is due. If you miss that date, we reserve the right to charge you a pro rata rent until the Goods are returned to us.
- d. If you are in default under this Agreement or you relocated the leased Goods to an area outside of an Approved Defence Posting Location without our consent, you will be responsible and liable, on an indemnity basis, to arrange for or procure the delivery of the leased Goods to a Drop Off Location as set out in this Agreement, at your expense. Alternatively, at our option, we may elect to take possession of the Goods, at your expense, and you must facilitate our collection of the Goods.

### 6.2. Event of Default by You:

An event of default by you, will take place if:

- a. you do not pay any amount payable under this Agreement when it is due to be paid;
- b. you do not comply with any of the terms of this Agreement;
- c. any of the information that you supplied us in connection with this Agreement is incorrect or is misleading;
- d. you take advantage of the laws of bankruptcy or become externally administered in any way;
- e. you die or become incapable of managing your affairs;
- f. the Goods are damaged or destroyed; or
- g. the Goods are removed, without our prior consent, from the location which is on the Approved Defence Posting Locations..

### 6.3. Default by Us :

An event of default by us, will take place if:

- a. If we fail to meet one of our material obligations and the failure continues for 2 weeks after notification by you in writing to us of the failure;
- b. If the Goods are repossessed by the owner of the Goods or one of our creditors, or any person having an interest in the Goods as a result of our actions.

- c. If we fail to rectify any fault with one or more items of furniture within 1 week of the second notification to in writing.

### 6.4. What happens on default

- a. If either of us is in default under this Agreement and the default is not remedied in accordance with the relevant written request, the non-defaulting party may immediately terminate this Agreement forthwith by notice in writing.
- b. If there are an number of lease agreements between you and us in relation to a number of leased products and the event of default occurs with respect to one or more product then
  - (i) a single default under any of the lease agreement results in cross defaults on all lease agreements with us;
  - (ii) the non-defaulting party may elect to terminate the whole series of agreements between us relying on the cross default provisions in this clause or just the lease in respect to the specific items to which the default relates.
- c. If we are in default under this Agreement, the only remedy available to you is to terminate this Agreement and /or recover any overpaid rental amounts to the extent that you can establish that they were (if any) legally unearned by us. In the case of our default, the cost of the return of the Goods will be borne by us;.
- d. In the event of termination due to your default: ,
  - i. we may demand the return of the Goods to us or you may arrange for us to collect them at your expense;.
  - ii. the costs for the return of the goods will be borne by you; and
  - iii. we may exchange information about you and disclose personal information to others such as service providers, collection agencies and credit reporting agencies.
- e. If we need to gain access to your residential Premises for the purpose of removing the Goods, you expressly agree to us gaining access to your property and agree to execute such forms as we may require from time to

time to facilitate the authority to enter the Premises.

- f. You agree to indemnify and to continue to indemnify us against all losses, costs and expenses we incur or suffer as a consequence of your breach of this Agreement including, without limitation, to any loss of rent for the Goods and Enforcement Expenses.

## 7. ERRORS, DISPUTES, ROLE AND SECURITY

### 7.1. Errors and Disputed Amounts

If you discover an error in a payment of a Rental Instalment, you must report that error to us. We will investigate the come back to you with a response as soon as possible, including where appropriate a credit note or revised payment schedule. If you over paid us, you cannot off set the over payment against future Rental Instalment unless we agree to that offset, however we will find a way to provide you with a credit.

### 7.2. Our role

CHERPA is an association for a number of rental organisations around Australia. CHERPA will be your lessor and we may do so by taking a lease with the relevant organisation/member in your current location and subleasing the Goods to you. CHERPA will endeavour to make the different organisations work in a seamless way for you, however if you have any issues with inconsistent policies and practices, please contact CHERPA.

CHERPA must ensure that its sub-contract organisations act in accordance with the terms of this Agreement.

### 7.3. Dispute Resolution

- a. If you have a compliment, inquiry or complaint that you wish to raise with us in relation to this Agreement, you can contact us by
  - (a) calling us on 1300 353 027
  - (b) writing to us at  
CHERPA Inc.  
20 Fielding Way  
Templestowe VIC 3106

and informing us of the nature of the compliment, inquiry or complaint. If you have special needs including limited literacy skills, please let us know and we will provide further assistance.

- b. We will endeavour to resolve your complaint on the spot. If we cannot resolve your dispute, we will escalate the dispute to senior management. If you are unhappy with the resolution we offer, you can terminate this Agreement and return the Goods to us and or lodge a complaint with the local department of fair trading.

## 7.4. Personal Property Security Register

As Goods are covered by the legislation contained in the Personal Property Securities Act 2009 (Cth) (**PPSA**), and we need to protect our ownership of the Goods, the provisions contained in Appendix 1 regarding security apply to this Agreement.

## 8. PRIVACY

- a. This privacy declaration contains important information about our collection, use and disclosure of personal information. Personal information is defined in the Privacy Act as information (or opinion), in any form, about an individual (not a business, company or trust) whose identity is apparent or can be ascertained from the information held.
- b. By signing this Agreement, you agree to the collection, use and disclosure of personal information as set out in this privacy notice.
- c. We undertake to comply with the Privacy Act 1988 (Cth) as amended from time to time.
- d. If we collect personal information from you, we undertake to safe guard your personal information and not to use it for any other purpose except to facilitate our relationship and this agreement or as otherwise disclosed herein in relation to marketing.
- e. You may refuse to give us any personal information but if you do refuse, we will not be able to process you application and it will be declined.
- f. In the process of assessing the suitability of this Agreement to you and approving your application
- g. You expressly authorise us to liaise with any credit reporting agencies or credit providers and receive from these bodies information about your credit file, credit history and credit worthiness.
- h. We may also collect, store and or disclose information about you to third parties as necessary to manage this Agreement, provide you with additional services, follow your instructions or as required by law.



- i. Information we may collect when assessing your application includes, but is not limited to, identification information, whether you have applied for credit and the amount, any overdue repayments, information whether you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations),
  - j. If you are in default, we may report the default to the credit reporting agencies in compliance with the Privacy Act 1988. We must follow the process described in this Agreement in relation to default and provide you with notice of the pending reporting of the default before we will report your default to the credit reporting agencies.
  - k. You have the right to seek access to any information we hold about you. Contact our privacy officer in this regard. We may charge you a fee to access and or correct your personal information that is held with us. You have the right to ask us to correct any information we hold about you if the information is inaccurate or erroneous.
  - l. If you believe that your personal information is been mishandled by us or that we have breached our privacy obligations in any way, you can file a complaint with our privacy officer. We will investigate the complaint without unnecessary delays and respond to you.
  - m. If you are dissatisfied with the resolution we offered, you may file a complaint with the Office of the Australian Information Commissioner on 1300 363 992.
  - n. We may vary this privacy notice and disclosure at any time. If we change this notice and disclosure, we will give you notice of the changes.
- d. to the extent permitted by law, all express and implied terms, conditions and warranties other than the ones set out in this Agreement are excluded;
  - e. the failure by us to exercise a right or to enforce an obligation arising under this Agreement on any one occasion is not to amount to a waiver of our entitlement to rely on that right or to enforce that obligation on any other occasion;
  - f. This Agreement is governed by the laws of the jurisdiction in which you reside (in compliance with this Agreement). If you did not get our consent to move the Goods to a different jurisdiction, you agree to submit to the jurisdiction of Victoria, CHERPA may commence action under this Agreement in Victoria and you submit to the jurisdiction of that state. You may commence action under this Agreement in the jurisdiction you reside.
  - g. A business day is a day on which we are open for business excluding Saturday, Sunday and gazetted public holidays;
  - h. if any term of this Agreement is prohibited by law or cannot be enforced at law, that term is to be severed from this Agreement and is not to effect the balance of the terms of the Agreement;
  - i. the terms of this Agreement may not be varied unless the variation is evidenced in writing and signed by both parties;
  - j. A provision of the Agreement that is capable of taking effect after termination is to survive the termination of the Agreement.
  - k. A notice under this Agreement may be communicated by a party to the address of the other party as disclosed in this Agreement. Notices are deemed to be served 3 days after the date of dispatch by regular mail and the next business day if delivered by email.

## 9. ACKNOWLEDGEMENTS

You acknowledge that:

- a. prior to signing the Application Form and this Agreement you received and read a copy of these terms and conditions and that you understood them;
- b. you have not relied on any representations made by us or our agents in deciding whether to rent the Goods and to enter into this Agreement;
- c. the full terms and conditions of this Agreement between you and us are as set out in this document, the Direct Debit Form and Agreement and the Schedule and there
- l. You may not assign this Agreement without our consent which can be given or withheld at our discretion. We may assign the rights under this Agreement by giving you notice.
- m. Every right and power under this Agreement shall remain in force notwithstanding any neglect forbearance or delay in enforcement and there is no deemed waiver of any of right or power. A right or power can only be waived in writing.

## Appendix 1. PPSA

1. For the purpose of this clause, the following definitions shall apply:
  - (a) **Encumbrance** means a charge, mortgage, pledge, bill of sale, hypothecation, lien, or any other security for the obligations of any person or any other arrangement having a similar effect, and includes any interest that is a security interest for the purposes of the PPS Act;
  - (b) **Event of Default** means each of the events described in this Agreement as default;
  - (c) **PPS Act** means Personal Property Securities Act 2009 (Cth);
  - (d) **Secured Money** means all money which, at any time and for any reason and on any basis (whether or not contemplated by the parties at the date of this Agreement) you are, or you become actually or contingently liable to pay us, as Secured Party, under this Agreement; and
  - (e) **Secured Party** means CHERPA Pty Ltd ACN [insert details].....as the lessor.
2. You acknowledge that the Goods are personal property to which the PPS Act applies.
3. We reserve our right to register a security interest in the Goods under the PPS Act.
4. As security for the payment of Secured Money under this Agreement, you grant us a security interest by way of equitable mortgage over the Goods, as relevant.
5. The security interest in the Goods continues in operation until the Secured Money is paid in full.
6. You must not allow any other security or Encumbrance over the Goods other than the security interest you granted us under this Agreement.
7. You expressly agree that this Agreement is a security agreement under the PPS Act and an instrument that will enable us to register a security interest in the Goods as relevant.
8. In the event of default under this Agreement, we may, after complying with any default process set out in this Agreement, appoint a receiver or manager of the Goods. You expressly agree to appoint us as receivers.
9. In addition to all rights conferred on a receiver by statute or other law and by the other provisions of this Agreement, the receiver may do or agree to do any of the following things as it thinks fit unless it is specifically excluded by the terms of its appointment:
  - (a) enter, take possession of, have access to and make use of the Goods;
  - (b) manage the Goods and receive rents and profits derived from the Goods;
  - (c) sell the Goods in one or more lots or with other property;
  - (d) compromise, conduct, defend, institute or settle in your name any legal proceedings in connection with the Goods and execute releases or other discharges in connection with them;
  - (e) surrender, give up possession of or transfer the Goods to any person;
  - (f) exercise any of your rights in connection with the Goods;
  - (g) enter into and execute documents or agreements on your behalf (including using your seal and signing, accepting and endorsing cheques, promissory notes and bills of exchange);
  - (h) do anything to:
    - (i) protect or enhance the value of the Goods;
    - (ii) protect the Secured Party's or your interest in the Goods; or
    - (iii) protect the priority of this Agreement; and
    - (iv) do such further acts as may be incidental to any of the other powers referred to in this Clause.
10. The receiver acts as your agent in exercising any of the powers set out in this Agreement.
11. Neither the Secured Party nor any receiver is to be liable to you for any loss, liability, cost or expense arising (whether directly or indirectly) as a result of the Secured Party or any receiver (or any agent, contractor or employee of any of them) exercising or failing to exercise any rights or power in connection with this Agreement.
12. The Secured Party or the receiver may delegate its rights to any person.
13. The rights of the Secured Party under this Agreement are cumulative with and not

exclusive of the rights of the Secured Party provided by law independently of this agreement.

14. You must do anything we reasonably ask you to do and execute such documents as we may ask you to execute from time to time to effect or perfect the security under this Agreement
15. We may at your expense, apply for any registration, or give any notification, in connection with a security interest created under this Agreement.

Rental Agreement Terms and Conditions

Annexure 2 -

Approved Defence Posting Locations

| Approved Defence posting locations | State | Members Choice Accommodation locations | CHERPA presence | drop off address                                | servicing contact in location |
|------------------------------------|-------|--|-----------------|---|-------------------------------|
| Adelaide                           | SA    | yes                                    | yes             | 56DByre Avenue, Somerton Park SA 5044           | CHERPA<br>1300 353 027        |
| Brisbane                           | QLD   | yes                                    | yes             | Unit 27 / 8 Riverland Drive Loganholme QLD 4129 | CHERPA<br>1300 353 027        |
| Broome                             | WA    |  |                 |   |                               |
| Cairns                             | QLD   |  |                 |   |                               |
| Canberra                           | ACT   | yes                                    | yes             | Unit 1/1 Reaghs Farm Road, Minto NSW 2565       | CHERPA<br>1300 353 027        |
| Darwin                             | NT    | yes                                    | yes             | 3 Tivoli Court Rochedale South 4123             | CHERPA<br>1300 353 027        |
| East Sale                          | VIC   |  |                 |   |                               |
| Exmouth                            | WA    |  |                 |   |                               |
| Frankston                          | VIC   |  |                 |   |                               |
| Geraldton                          | WA    |  |                 |   |                               |
| Glenbrook                          | VIC   |  |                 |   |                               |
| Gold Coast                         | QLD   |  |                 |   |                               |
| Hobart                             | TAS   |  |                 |   |                               |
| Ipswich                            | QLD   |  |                 |   |                               |
| Karratha                           | WA    |  |                 |   |                               |
| Liverpool                          | NSW   |  |                 |   |                               |
| Melbourne                          | VIC   | yes                                    | yes             | Unit 1. 11 Havelock Road, Bayswater VIC, 3153   | CHERPA<br>1300 353 027        |
| Newcastle                          | NSW   |  |                 |   |                               |
| Northern NSW                       | NSW   |  |                 |   |                               |
| Nowra                              | NSW   |  |                 |   |                               |
| Pearce                             | WA    |  |                 |   |                               |
| Perth                              | WA    | yes                                    | yes             | 41 Fowey Loop Mindarie 6030                     | CHERPA<br>1300 353 027        |
| Pine Gap - Alice Springs           | NT    |  |                 |   |                               |
| Puckapunyal                        | VIC   |  |                 |   |                               |
| Richmond                           | NSW   |  |                 |   |                               |
| Rockingham                         | WA    | yes                                    | yes             | 41 Fowey Loop Mindarie 6030                     | CHERPA<br>1300 353 027        |
| Singleton                          | NSW   |  |                 |   |                               |
| Sydney                             | NSW   | yes                                    | yes             | Unit 1/1 Reaghs Farm Road, Minto NSW 2565       | CHERPA<br>1300 353 027        |
| Tindal                             | WA    |  |                 |   |                               |

|             |     |     |     |  |                                |
|-------------|-----|-----|-----|--|--------------------------------|
| Toowoomba   | QLD |     |     |  |                                |
| Townsville  | QLD | yes | yes | <b>Unit 27 / 8<br/>Riverland Drive<br/>Loganholme<br/>QLD 4129</b> | <b>CHERPA<br/>1300 353 027</b> |
| Wagga Wagga | NSW |     |     |  |                                |
| Wodonga     | VIC |     |     |  |                                |

End