



## EMPLOYEE VEHICLE LEASE AGREEMENT

### STANDARD TERMS

This is an important document, which sets out the terms and conditions upon which we agree to lease a vehicle and provide *vehicle management services* to you.

It is important that before entering into *your lease*, you read *this agreement* carefully and understand all *your* rights and obligations. You must also carefully read and understand the *settlement annexure* to this agreement and the *novation agreement* all of which form part of *your lease*.

Additionally, you should refer to, read and understand *your employer's* vehicle policy and requirements. You should also refer to important information contained in the Novation Leasing User Guide located on *our* website, at [www.leaseplan.com.au](http://www.leaseplan.com.au).

We strongly recommend that you seek appropriate taxation advice as to the taxation implications of entering into *your lease*. We do not accept responsibility for any taxation implications that may arise as a consequence of *your lease*.

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## 1. COMMENCEMENT OF YOUR LEASE

This section sets out what steps *you* must take to apply for and finalise *your lease*.

### 1.1 Quotation and offer to provide *leasing services*

- ❖ If *you* wish to obtain a *quotation* for *leasing services*, *you* may generate a *quotation* for *the vehicle* via our website.
- ❖ The offer to provide the *leasing services* described in the *quotation* will comprise the *quotation* and a credit application for *you* to carefully read, sign and complete.

*Important Note:*

The *quotation* must be signed or accepted electronically by *you*. A *quotation* will remain valid and open for acceptance for ten (10) *business days* after which the offer to provide *leasing services* made to *you* will lapse.

The offer to provide *leasing services* is conditional and subject to *your* credit application being approved by *us*. If *your* credit application is declined, *we* will notify *you*.

If *your* credit application is declined, *you* will not be eligible to lease a vehicle from *us*.

By accepting the *quotation*, *you* are accepting *our* offer to lease *the vehicle*, and subject to the approval of *your* credit application *you* shall be legally bound by the terms and conditions of *this agreement*.

There is no cooling off period and *you* cannot cancel *this agreement* without financial consequences.

### 1.2 What happens after *you* accept *our* offer to provide *leasing services*?

- ❖ If following *our* receipt of the signed *quotation* from *you*, *we* approve *your* credit application, *we* shall, as soon as practicable place an order with *our* supplier for the supply to *you* of *the vehicle* specified in *your* accepted offer.

*Important Note:*

If for any reason whatsoever *you* cancel *your* vehicle order prior to the date of delivery of *the vehicle*, *you* will become liable for cancellation fees and *our* administration and other costs, the amount of which shall be notified to *you*. *You* will have to pay all such cancellation fees and costs within seven days of *us* requesting *you* to do so.

- ❖ Following the approval of *your* credit application, *we* shall forward to *you* the following documents which *you* must carefully read, sign and return to *us*:
  - The *settlement annexure to this agreement*; and
  - The *novation agreement*.

*Important Note:*

The *settlement annexure* must be signed by *you* and the *novation agreement* must be signed both by *you* and *your employer*.

*We* must receive the signed *settlement annexure* and *novation agreement* from *you* within ten (10) *business days* from the date that *we* send them to *you*. If *we* do not receive these documents from *you* within this timeframe, *we* may terminate *your lease* pursuant to the **“Default Under the Terms of Your Lease”** provision of *this agreement*.

### 1.3 Delivery of the *vehicle*

- ❖ When *the vehicle* is available for delivery, *we* will notify *you* and *you* must take delivery of *the vehicle*.

*Important Note:*

*You* will be required to take delivery of *the vehicle* within seven (7) days of being notified that it has become available for delivery. If *you* fail to do so, *you* agree that *we* are at liberty to treat *the vehicle* as having been delivered to *you* and then immediately returned pursuant to the **“Early Termination for any Other Reason”** provision under *this agreement* on the eighth day after the date of the notification to *you* that *the vehicle* has become available for delivery.

- ❖ Upon delivery of *the vehicle* to *you*, it is *your* obligation to make a careful inspection of the *vehicle* to confirm that it conforms to the description of the vehicle *you* ordered, is undamaged and is otherwise in *good condition*.

*Important Note:*

If *your* inspection reveals that *the vehicle* is not to specifications or is otherwise defective in any material way, *you* must not take delivery of *the vehicle* and inform *us* in writing immediately.

*We* shall arrange for any defect in *the vehicle* to be rectified. Following rectification, *you* must take delivery of *the vehicle*.

If *you* fail to inform *us* of any defect in, or problem with *the vehicle* within 24 hours of the date of *you* taking delivery of *the vehicle*, *you* will be prevented from later making any claims against *us* in respect of any apparent defect in, or problem with *the vehicle* as at the date of its delivery to *you*.

- ❖ Upon delivery, *you* must sign and immediately return to *us* the *receipt voucher* confirming that *you* have taken delivery of *the vehicle*.

*Important Note:*

*We cannot and do not make any representations or give any warranties in respect to the merchantability, condition, quality or fitness of the vehicle for the purpose for which you intend to use it. You acknowledge that the selection of the vehicle by you was made in exercise of your own judgement and was not based on any representation(s) or recommendation(s) made by us, or by your employer.*

#### 1.4 Notification of the final package cost of the *leasing services*

- ❖ After *we* receive the *receipt voucher* from *you* and an invoice for the supply of *the vehicle* from *our* supplier, *we* shall prepare and provide *you* with a *final package allocation* which sets out all relevant vehicle identification details, final costs and other relevant information associated with *your lease*.

*Important Note:*

If between the date that *we* order *the vehicle* and its delivery, there is a change in any or all of:

- the cost to *us* of purchasing *the vehicle*;
- the interest rate at which *we* are prepared to provide *leasing services*; and
- one or more of the government or statutory charges payable in connection with *the vehicle* and *your lease*,

the change in these costs (if any) will be reflected in the *final package allocation*.

## 2. GENERAL NATURE OF YOUR LEASE

**This section sets out the general nature of *your lease*.**

### 2.1 *Your lease, its terms and the commencement date*

- ❖ *We* have agreed to lease to *you*, and *you* have agreed to lease from *us*, *the vehicle* on the terms and conditions set out in *your lease*.

*Important Note:*

If *we* have agreed to provide *vehicle management services* to *you* in respect of *the vehicle*, *we* shall provide *you* with those *vehicle management services* on the terms and conditions set out in *this agreement*.

### 2.2 *This agreement is to be novated to your employer*

- ❖ *This agreement* must, unless *we* otherwise agree, remain the subject of a *novation arrangement* with *your employer*.

*Explanation:*

Under the terms of the *novation agreement* entered into by *you* and *your employer*, most of *your* rights and obligations under *this agreement*, including the obligation to pay *monthly rentals*, are transferred to *your employer* until such time as the *novation agreement* comes to an end.

- ❖ If the *novation agreement* should for any reason come to an end, *you* and *your employer* must notify *us* in writing immediately.
- ❖ In the event that the *novation agreement* comes to an end, *your* rights and obligations under *this agreement* will be governed by the terms of the *settlement annexure*.
- ❖ If a *novation agreement* with *your employer* comes to an end, but a new *novation arrangement* is not entered into pursuant to the *settlement annexure*, all accrued amounts under *your lease* (including all *vehicle management services* balances) shall automatically be carried forward until *your lease* comes to an end.

*Important Note:*

If *your lease* continues without a fresh *novation agreement*, and upon its termination *we* pay *you* or give *you* a credit in respect of a *financial settlement amount* or *operating costs settlement amount*, *you* agree that any taxation obligations that arise as a result, shall be solely *your* responsibility.

### 2.3 Declaration that this is an “employment-related lease”

- ❖ *You* acknowledge and declare that by entering into *your lease* *you* are hiring *the vehicle* in connection with *your* employment, remuneration or other employment benefits.

*Explanation:*

This clause relates to the Consumer Credit Code which regulates certain credit contracts, including some types of leases.

The Consumer Credit Code provides that where there is a consumer lease under which goods are hired by an employee in connection with the employee's remuneration or other employment benefits, the lease is an employment related lease and the Consumer Credit Code does not apply to that lease.

By *your* declaration and acknowledgement, *you* are confirming that as at the date of *you* entering *your lease*, *the vehicle* is being leased as part of a salary sacrifice, salary packaging, remuneration or employment benefit arrangement. This means that the Consumer Credit Code does not apply to *your lease*.

### 2.4 Liability in respect of *the vehicle* and its use

- ❖ *You* agree to fully compensate *us* for any loss or damage caused to *us* as a result of the use of *the vehicle* regardless of how such loss and damage occurs.

## 2.5 *Your obligations* under the lease continue even if *the vehicle* is not able to be used

- ❖ If *you* are unable to use *the vehicle* because it is damaged, destroyed, out of service, lost, stolen or for any other reason, *your* obligations under *your lease*, including *your* obligation to pay *monthly rentals* and other payments will not cease.

## 3. MONTHLY RENTALS AND PAYMENTS

This section sets out *your* obligations to pay *monthly rentals* and other payments which *you* become liable for under *your lease*.

### 3.1 *You have an obligation to punctually pay all amounts due under your lease*

- ❖ *You* must punctually pay to *us* all *monthly rentals* and all other amounts due and payable under the terms of *your lease* until such time as *your* obligations to make payments under *your lease* come to an end.

### 3.2 What are the monthly rentals that you will have to pay

- ❖ The total cost of *your lease* and the *monthly rentals* are specified in the *final package allocation* that forms part of *your lease*. There are other costs and fees for which *you* may become liable under *your lease*.

*Important Note:*

*You* should refer to the Novation Leasing User Guide for more information concerning possible costs and fees that may apply to *your lease*.

*You* are liable under *your lease* to pay to *us* all Commonwealth and State (or Territory) Government taxes and charges which are incurred as a result of *you* entering into *your lease* and *our* administration of *your lease*. These taxes and charges include but may not be limited to stamp duty and *GST*.

Unless otherwise stated, all amounts specified in *your lease* exclude *GST*. Where *we* are required to do so under *GST Law*, *we* shall charge *GST* on the cost of providing *leasing services*. The *GST* applicable to the cost of providing *leasing services* or any expenses incurred on *your* behalf shall be specified in the *tax invoices* issued to *you*.

- ❖ Where pursuant to the “**Vehicle Management Services**” provisions of *this agreement* *we* undertake a mid-lease change of the costs associated with the *vehicle management services*. In certain circumstances, *we* may also, at *our* sole discretion, amend the *residual value* of *the vehicle* under *your lease*. If *we* amend the *residual value* of *the vehicle* there will be a variation to the *monthly rental*.

*Important Note:*

*We* may decide to amend the *residual value* of *the vehicle* in circumstances where due to the nature of the use of *the vehicle*, its value at *scheduled expiry date* is likely to be materially lower than that which is set out in the most recent *final package allocation*.

- ❖ If *we* undertake a mid-lease change *we* will provide *you* with a revised *final package allocation* which will set out the new *monthly rental*. The new *monthly rental* will apply from the next invoice date following the date that the revised *final package allocation* was provided to *you*.

### 3.3 Method of payment

- ❖ In respect to all *monthly rentals*, *we* shall issue *you* with a *tax invoice* prior to the date on which payment becomes due.
- ❖ *Monthly rentals* must be paid by *you* to *us* on the due dates for payment specified in the *tax invoices*.
- ❖ *Your first monthly rental* is due on the first day of the calendar month immediately following the month in which *you* took delivery of *the vehicle*.
- ❖ All payments must be made in readily available funds by direct debit from *your* bank account to *our* nominated bank account. If *we* request *you* to do so, *you* must promptly execute a direct debit authority in *our* favour.

### 3.4 Failure to punctually make payments under *your lease*

- ❖ The punctual payment of all *monthly rentals* and other amounts which become due and payable is an essential obligation under *your lease* and must be strictly observed.

*Important Note:*

If *you* are late in making any payments due and payable by *you*, *we* have the right to terminate *your lease* and exercise other rights against *you* pursuant to the terms and conditions of *this agreement*. *You* should carefully review the “**Default Under the Terms of Your Lease**” provisions of *this agreement* in order to understand *our* rights and *your* obligations in the event that *you* default in paying *monthly rentals* or other amounts.

## 4. INSURANCE

***The vehicle* must at all times be comprehensively insured. *You* have important obligations in respect of insurance.**

### 4.1 *The vehicle* must remain comprehensively insured at all times

- ❖ There are two methods available for insuring and keeping *the vehicle* insured against loss and damage and third party liability.

***Method 1 – Our Policy***

- *We* will comprehensively insure *the vehicle* and maintain an insurance policy until *your lease* comes to an end.

*Important Note:*

*You* must carefully read, thoroughly familiarise yourself, and at all times comply with the terms and conditions and claims procedures of the insurance policy which will be posted on *our* web site.

*We* shall advise *you* in writing if the insurance policy is for any reason cancelled or any major changes to the terms and conditions of the policy are made.

*You* agree that *you* and every other driver of *the vehicle* shall comply with the terms and conditions of the insurance policy.

If *the vehicle* is damaged, *you* must inform *us* by telephone or in writing no later than the end of the next *business day* after the damage occurs.

*You* must comply with all directions given to *you* by *us*, and *the vehicle* insurer in respect of all insurance claims and insurance repairs to *the vehicle*. *We* may direct *you* to arrange for repairs to be carried out within one (1) month of the damage occurring, or such other longer time as *we* may agree in writing.

A failure on *your* part to understand and comply with the insurance policy terms and conditions and claims procedures may result in a claim being denied by the insurer or payment under a claim being reduced. If this occurs, *you* will be responsible to *us* for the loss or damage caused to *us* as a result.

***Method 2 – Your Own Policy***

- *You* may elect to make *your* own arrangements to comprehensively insure *the vehicle*.
- If *our* insurance is not listed as a *vehicle management service* in your *final package allocation*, this means that *you* have elected to make *your* own arrangements to comprehensively insure *the vehicle*.

*Important Note:*

If *you* choose to make *your* own insurance arrangements, *you* must ensure that the insurance policy:–

- is for the full insurable value of *the vehicle* or such other amount as agreed to in writing by *us*, and is otherwise acceptable to *us* in all respects;
- commences on the commencement date of *your lease*;
- insures *our* interest in *the vehicle* and contains an endorsement which notes *our* interest as the owner of *the vehicle*;
- cannot be cancelled or altered in any substantial manner without the insurer first providing *you* and *us* with at least seven (7) days notice in writing of the proposed cancellation or alteration.

*You* further agree and promise that:-

- *you* and every driver of *the vehicle* shall comply with all the terms and conditions of *your* insurance policy, such that the insurance policy does not become invalid, liable to be cancelled or avoided or any amount payable on a claim under the policy reduced;
- *you* punctually pay all premiums and other amounts due under *your* insurance policy (*we* will not reimburse *you* for any of these costs);
- if *you* default in paying a premium in respect of *your* insurance policy, *we* may pay such premium on *your* behalf, in which case *you* must reimburse *us* within seven (7) days of receiving a *tax invoice* from *us*;
- within seven (7) days of *our* request to do so, provide *us* with a copy of *your* insurance policy, certificate of currency of insurance, or any other insurance related documents which *we* require;
- *you* must advise *us* in writing immediately of any event which allows *you* to make a claim under *your* insurance policy, and must not, without *our* prior written consent take any legal action or settle any claim against *your* insurer;
- *you* give *us* full authority to conduct legal proceedings (whether in *your* name or otherwise) against *your* insurer in respect of any claim or possible claim under *your* insurance policy;
- *you* give *us* full authority to compromise or settle all claims under *your* insurance policy at *our* absolute discretion; and
- *you* give *us* full authority to apply any moneys received under an insurance policy towards any *net settlement amount* or other amounts owing by *you* at the termination of *your lease*.

#### 4.2 What happens if *the vehicle* is lost, stolen or is classified as a total loss?

- ❖ If *the vehicle* is lost, stolen, damaged, destroyed or classified by *the vehicle* insurer to be a total loss, *your lease* will come to an end upon the insurer paying the proceeds of the policy of insurance to *us*, and the **“Early Termination For Any Other Reason”** provisions of *this agreement* will apply.

#### 4.3 Possible additional liability in respect of *the vehicle*

- ❖ *You* agree to fully compensate *us* against any loss and damage *we* suffer in the event that a payment under an insurance policy is insufficient to cover a third party liability claim against *us* or any damage to *the vehicle* caused during the term of *your lease*.

### 5. YOUR OBLIGATIONS IN RESPECT OF THE VEHICLE

This section sets out *your* obligations and liabilities in relation to *the vehicle* from the date *you* take delivery of *the vehicle* to the date that *your lease* comes to an end.

## 5.1 Maintenance and fees

- ❖ *You* will be fully responsible for maintaining *the vehicle* in *good condition*. This includes using and servicing *the vehicle* in accordance with the manufacturer's recommendations and taking all other necessary action to keep *the vehicle* well maintained at all times.
- ❖ *You* must punctually pay all licence fees, duties, premiums and other charges which become payable in respect of *the vehicle*. If *we* request *you* to do so, *you* must immediately provide *us* with copies of receipts as proof that all such payments have been made.

*Important Note:*

If, as part of *your lease*, *we* have agreed to provide *you* with *vehicle management services*, some or all of *your* financial responsibilities in relation to maintenance of *the vehicle* will be assumed by *us*.

If this is applicable to *your lease*, *you* should refer to the *final package allocation* in order to ascertain which of *your* vehicle maintenance financial responsibilities *we* have agreed to assume.

## 5.2 Protection of *the vehicle*

- ❖ *You* must, to the best of *your* ability, protect *the vehicle* against damage from fire, theft and all other risks.
- ❖ *You* must not use or allow *the vehicle* to be used for any purpose for which it is not designed or is unsuitable. In particular, *you* must not use it for racing, transporting of passengers for a fee, transportation of dangerous or noxious substances or any other activity which places *the vehicle* at increased risk of damage.
- ❖ *You* must not, unless *we* provide written consent, make any alterations or modifications to *the vehicle*. If *you* have elected to make *your* own arrangements for comprehensive insurance cover, *you* must also seek and obtain written consent from *your* insurer.
- ❖ *You* must not permit the vehicle to be taken or driven by any person who you have reason to believe may place the vehicle at increased risk of damage.
- ❖ *You* must not give *your* consent to *the vehicle* being driven by any person who does not hold a valid driver's licence of a State or Territory of Australia.

## 5.3 Preserving *our* interest in *the vehicle*

- ❖ *You* must not provide *the vehicle* as security for any loan, or attempt to give any right or interest in *the vehicle* to any person. If any person makes a claim in respect of *the vehicle* *you* must inform *us* of this immediately.
- ❖ *You* must not attempt to sell, assign, lease, dispose of, or give *the vehicle* away to any person. If for any reason *the vehicle* leaves *your* possession or control *you* must inform *us* of this in writing immediately and take all reasonable action to recover *the vehicle*.

- ❖ *You must inform us immediately in writing if the vehicle becomes damaged.*
- ❖ *If the vehicle is stolen or suspected by you of having been stolen, you must immediately make a formal report to the police and advise us accordingly.*

#### 5.4 General obligations

- ❖ *You must not allow the vehicle to be taken permanently to a State or Territory other than the State or Territory in which the vehicle is registered.*
- ❖ *You must not contravene any laws relating to the vehicle or its use. If a law relating to the vehicle is contravened, you will be solely liable for any fines and other penalties imposed as a result.*
- ❖ *You must immediately notify us if there is for any reason a malfunction in the vehicle odometer. If the vehicle odometer malfunctions, the distance travelled by the vehicle during the period that the odometer is out of service, shall be calculated for all purposes under your lease by reference to the daily average distance travelled by the vehicle since the commencement date of your lease.*

#### 5.5 You are liable for all damage to the vehicle

- ❖ *You shall be legally and financially responsible to us for any damage to the vehicle other than reasonable wear and tear due to normal use.*

## 6. VEHICLE MANAGEMENT SERVICES

**This section applies where we have agreed to provide you with vehicle management services as part of your lease.**

### 6.1 We shall pay for vehicle management services as provided for in the final package allocation

- ❖ *If the final package allocation includes an allowance for vehicle management services, we will pay the cost of those vehicle management services.*

*Important Note:*

*The vehicle management services may include maintenance and repairs, registration, insurance, tyres, fuel, roadside assistance, miscellaneous operating costs budget, replacement car, and such additional vehicle management services as are set out in the final package allocation.*

- ❖ *If the final package allocation includes an allowance for the cost of maintenance and repairs, you will be required to take the vehicle to our approved vehicle service repairers for servicing in accordance with the manufacturer's service schedule and for other vehicle maintenance works as directed.*
- ❖ *If the final package allocation includes an allowance for the cost of fuel, we will issue you with a fuel card. You must immediately notify us in writing if you suspect or discover that your fuel card is misplaced, lost, stolen or has been used without your*

authority. *You* agree to fully compensate *us* against any loss or damage suffered by *us* as a result of *your* fuel card being misplaced, lost, stolen or used without *your* authority.

- ❖ If the *final package allocation* includes an allowance for road usage or toll fees, *we* will issue *you* with an e-tag or other similar device. *You* must immediately notify *us* in writing if *you* suspect or discover that *your* e-tag or other device is misplaced, lost, stolen or has been used without *your* authority. *You* agree to fully compensate *us* against any loss or damage suffered by *us* as a result of *your* e-tag or other device being misplaced, lost, stolen, or used without *your* authority.

## 6.2 Additional costs to be passed on to *you*

- ❖ Where, in order to maintain *the vehicle* in good running order, it becomes necessary to incur expenses for items not identified in the *final package allocation*, *we* may at *our* discretion pay such expenses and pass on that cost to *you* for *your* payment by invoicing it to *you* in a separate *tax invoice*.

*Important Note:*

Costs that *we* pass on to *you* for *your* payment in a separate *tax invoice* are often costs associated with major or non-standard repairs to *the vehicle*.

*We* will generally invoice *you* in respect of a pass on cost in the month immediately following the month in which *we* incur that cost.

## 6.3 Re-calculation of *vehicle management services* payments

- ❖ *We* may, at *our* discretion, not more than two times a year, increase or decrease *your* payment obligations in respect of any or all *vehicle management services* items set out in *your final package allocation* by an amount which reflects the change in the cost associated with providing the *vehicle management services* including any of the items listed below:
  - providing maintenance and repairs as a result of –
    - *you* materially exceeding the budgeted allowance for the annual kilometres specified in the *final package allocation*, or
    - a change in the day to day operating conditions of *the vehicle*, or
    - a change in the geographical location in which *the vehicle* is operated.
  - providing fuel as a result of –
    - a material change in the price of fuel, or
    - *you* materially exceeding the budgeted allowance for the annual kilometres specified in the *final package allocation*, or
    - a change in the day to day operating conditions of *the vehicle*, or
    - a change in the geographical location in which *the vehicle* is operated.

- providing roadside assistance in the State in which *the vehicle* is to be registered;
- keeping *the vehicle* registered and insured for compulsory third party insurance;
- keeping *the vehicle* comprehensively insured; and
- providing the services included under “miscellaneous operating costs budget” and “replacement car” in the *final package allocation*.

*Important Note:*

*We* may at *our* absolute discretion make a recalculation of *your* payment obligations in respect of any or all *vehicle management services* items from time to time. Where *we* do so, *we* shall provide *you* with a revised *final package allocation*, which will show the amended *monthly rental*.

#### 6.4 Settlement procedure at the *scheduled expiry date*

- ❖ *Your* rights and obligations and operating cost settlement procedures at the *scheduled expiry date* are set out in the *settlement annexure*.

#### 6.5 Settlement procedure upon early termination of *your lease*

- ❖ *Your* rights and obligations and operating cost settlement procedures in the event that *your lease* is terminated prior to the *scheduled expiry date* are set out in the *settlement annexure*.

## 7. TERMINATION OF YOUR LEASE AT THE SCHEDULED EXPIRY DATE

**This section sets out *your* rights and obligations upon the expiry of the full term of *your lease*.**

### 7.1 When does *my* lease expire?

- ❖ Unless *your lease* is extended by an *additional term*, it shall expire at the end of the *lease term*.

### 7.2 Optional renewal of lease after existing *lease term* expires

- ❖ If *you* wish to continue to lease *the vehicle* from *us* after the *lease term* or an *additional term* (if any) expires, *you* must notify *us* of this in writing at least 30 days before the date that the *lease term* or that *additional term* expires.
- ❖ Upon receipt of *your* written notification, *we* may, at *our* discretion send to *you* an offer to provide *leasing services* for an *additional term* by sending *you* a *quotation* for the proposed *additional term*. This must be signed and returned to *us* as confirmation of *your* acceptance of *our* offer to provide *leasing services* for an *additional term*.

*Important Note:*

The *quotation* must be signed by *you* and returned within ten (10) *business days* after the date that *we* sent that *quotation* to *you*. If *we* do not receive the *quotation* within ten (10) *business days*, the offer to provide *leasing services* for the proposed *additional term* will lapse.

If *your novation agreement* no longer exists *we* will not permit an *additional term*.

- ❖ After *we* receive the signed *quotation* from *you*, *we* shall prepare and provide *you* with a *final package allocation*.

*Important Note:*

If *you* enter into an *additional term*, the date of the end of the *lease term* of *your* original lease will become the commencement date of the *additional term* of *your* lease.

All *your* rights and obligations under *your lease* shall remain in force for the duration of the *additional term*. However, *you* will not be required to return *the vehicle* to *us* until the end of the *additional term*.

### 7.3 Can *I* purchase *the vehicle* at the end of *my lease*?

- ❖ If at the *scheduled expiry date* *you* wish to purchase *the vehicle*, *we* may, upon receiving a request from *you*, make an offer to sell to *you* *the vehicle* on such terms and conditions and at such price as *we* at *our* discretion nominate.
- ❖ If *you* accept *our* offer, and agree to purchase *the vehicle*, *we* will issue *you* with a *tax invoice* in respect of the purchase, which will be payable on the terms set out in the *tax invoice*.

*Important Note:*

Until such time as the *tax invoice* is paid in full, ownership in *the vehicle* shall not pass to *you*, and *you* will continue to be bound by all the terms and conditions of *your lease*.

### 7.4 What do *I* have to do at the *scheduled expiry date*, if *I* do not wish to purchase *the vehicle*?

- ❖ *You* must return *the vehicle* to *us* at *your* cost on the *scheduled expiry date* to a location nominated by *us*.

*Important Note:*

Until such time as *the vehicle* is returned to *us* or collected by *us*, *the vehicle* will be at *your* risk and *you* remain responsible for any loss and damage caused to *the vehicle* or by *the vehicle* to yourself and, or others.

## 7.5 Condition of *the vehicle* at the time of return

- ❖ *You* must return *the vehicle* to *us* in a *good condition*.
- ❖ In the event that *the vehicle* is returned to *us*, and it is not in *good condition*, *you* shall be liable for the cost of restoring *the vehicle* to *good condition*.

*Important Note:*

Upon its return, *we* shall inspect *the vehicle* to ensure *the vehicle* is in *good condition*. *Good Condition* will be assessed in accordance with the Fair Wear & Tear Guide issued by the Australian Fleet Lessors Association.

- ❖ If restoration works are required, *we* will determine the cost of all necessary works. Once the costs have been determined *you* must immediately upon receiving *our* request to do so, pay to *us* the costs of such works.

If there is any disagreement between *you* and *us* as to the cost of restoring *the vehicle* to *good condition*, *we* shall appoint an independent valuer to make an assessment of the reasonable cost of restoration works. The valuer's assessment shall be final and binding on *you* and *us*. The valuer's fees shall be paid by *you* and *us* in equal shares.

## 7.6 Removal of accessories

- ❖ *You* may remove any accessories *you* fitted to *the vehicle* at *your* expense during the term of *your lease*. Accessories purchased by *you* not removed by *you* prior to the return of *the vehicle* will become *our* property and *you* will not be entitled to make any claim against *us* in respect of those accessories.
- ❖ If *you* remove accessories, *you* will be liable for, and must make good to *our* satisfaction any damage to *the vehicle* as a result of the removal.

## 7.7 What happens if at the end of the *lease term* or any *additional term* I do not return *the vehicle* on its *scheduled expiry date*, or I do not elect to either extend the lease or purchase *the vehicle*?

- ❖ *Your lease* will be automatically extended for *additional terms* of 3 months each, unless *we* notify *you* that we require *the vehicle* to be returned. A fee will apply for each *additional term*. *Your lease* will be adjusted to reflect the new *residual* value as well as the new *monthly rental* and except for these two items, the other terms and conditions of *your lease* continue, unless otherwise specified in *your settlement annexure*.

*Important Note:*

Some of *our* settlement annexures vary the operation of this clause. If this applies to *your lease* it will be contained in *your settlement annexure* in S1 under the heading “**Exception to standard terms**”.

- ❖ The automatic extension of *your lease* for *additional terms* shall continue until such time as *you* return *the vehicle* to *us*.

*Important Note:*

Regardless of the fact that *your* failure to return *the vehicle* at the *scheduled expiry date* will result in an automatic extension of *your lease* for interim periods as *we* decide, *we* can nevertheless notify *you* that *you* must comply with *your* obligations to return *the vehicle* to *us*.

Upon receipt of *our* notification to return *the vehicle*, *you* must ensure that *you* return *the vehicle* to *us* on the day required by *us*.

If *you* then fail to return *the vehicle* to *us*, *you* will be in breach of *your lease*, and *we* may take action to repossess *the vehicle* as well as rely on any of *our* other rights under *this agreement*.

7.8 **Settlement procedure: How is the *net settlement amount* calculated at the *scheduled expiry date*?**

- ❖ At the *scheduled expiry date* *we* shall calculate the *net settlement amount* in accordance with the provisions of the *settlement annexure*.

**8. EARLY TERMINATION OF YOUR LEASE**

**This section sets out the circumstances in which *your lease* may be terminated prior to the *scheduled expiry date* and *your* rights and obligations in the event of early termination.**

*Important Note:*

All provisions in the **“Termination of Your Lease at the Scheduled Expiry Date”** section of *this agreement* will (with any necessary modification) apply equally to this section, and in particular those parts which relate to:

- the return of *the vehicle*;
- condition of *the vehicle* upon return;
- repair and restoration of *the vehicle*;
- removal of accessories from *the vehicle*; and
- settlement procedure.

8.1 ***Your lease* may be terminated if *you* default in *your* obligations**

- ❖ If *you* default in *your* obligations under *your lease*, *we* may terminate *your lease* pursuant to the **“Default Under the Terms of Your Lease”** section of *this agreement*.

*Important Note:*

*You* should refer to the **“Default Under the Terms of Your Lease”** section of *this agreement*. This sets out *our* rights and *your* obligations in the event that *you* default in *your* obligations and *we* elect to terminate *your lease* as a result of such default.

If *your lease* is terminated by *us* because of default, the **“Early Termination for any Other Reason”** provisions of *this agreement* will apply.

8.2 ***Your lease will be terminated early if the vehicle is lost, stolen, destroyed etc.***

- ❖ If *the vehicle* is lost, stolen, damaged, destroyed or classified by *the vehicle* insurer to be a total loss, *your lease* will come to an end upon the insurer paying the proceeds of the policy of insurance to *us*, and the **“Early Termination for any Other Reason”** provisions of *this agreement* will apply.

8.3 **Early termination due to termination of your employment**

- ❖ If *your employment* with *your employer* is terminated, *you* must inform *us* in writing immediately upon becoming aware of the termination.

*Important Note:*

Because of the *settlement annexure* terms, the reason for termination of *your employment* is important and this provision will apply regardless of whether the termination of employment is voluntarily, by dismissal, retrenchment, retirement or for any other reason.

- ❖ If *your employment* with *your employer* is terminated *you* must give to *us*, or *we* give to *you* written notice of the termination of *your lease*, provided that such notice is given more than 30 days prior to the *scheduled expiry date*.
- ❖ If *we* give to *you*, or *you* give to *us* notice of termination of *your lease* on the grounds that *your employment* has been terminated, *you* must elect one of the options set out in the *settlement annexure*.
- ❖ If *your employment* with *your employer* is terminated, and *you* do not give *us* notice of the termination of *your lease* more than 30 days prior to the *scheduled expiry date*, *your obligations* under *this agreement* will continue. *We* will also charge *you* a fee each time a re-novation is required.

8.4 **Early termination for any other reason**

- ❖ *You* may give *us*, or *we* may give *you*, written notice to terminate *your lease* for any other reason whatsoever, provided that such notice is given more than 30 days prior to the *scheduled expiry date*.
- ❖ Following notice of termination for any other reason, *you* will have one of the following options:

- *you* may request that *we* sell *you* the vehicle at *our* nominated early termination price. Should *you* accept *our* nominated early termination price, and agree to purchase the vehicle, *we* will issue *you* with a tax invoice, which will be payable within the terms nominated in the tax invoice; or
- return the vehicle to *us* in good condition on the next business day following *your* notice of termination, and *we* shall arrange to sell the vehicle.

#### 8.5 Settlement procedure: How is the *net settlement amount* calculated following the early termination of *your lease*?

- ❖ Following the early termination of *your lease* *we* shall calculate the *net settlement amount* in accordance with the provisions of the *settlement annexure*.

## 9. DEFAULT UNDER THE TERMS OF YOUR LEASE

**This section describes when *you* will be in default under *your lease* and the consequences of *you* being in default.**

### 9.1 What circumstances constitute a default?

- ❖ If one or more of the following events takes place *you* will be in default under *your lease*:
  - *you* fail to punctually pay any *monthly rental* or other payment due under *your lease* or any other agreement which exists between *you* and *us*;
  - *you* fail to perform any other term of *your lease* or a term of any other agreement which exists between *you* and *us*;
  - if another agreement which exists between *you* and *us* is terminated by *us*;
  - if any legal proceeding or action relating to the vehicle is taken by any person which has the ability to adversely affect *our* interest in the vehicle;
  - if *you* become unable to pay all *your* debts to any or all of *your* creditors as and when those debts become due;
  - if the insurer of the vehicle refuses, for whatever reason, to insure or continue to insure the vehicle; or
  - if any circumstance occurs which in *our* opinion may adversely impact on the value, safety or condition of the vehicle, or which indicates to *us* that *you* will be unable or unwilling to comply with *your* obligations under *your lease*.

*Important Note:*

*You* must immediately inform *us* in writing of any event constituting default. .

## 9.2 **We shall give you an opportunity to rectify your default**

- ❖ If *you* are in default in the payment of a *monthly rental* or other payments due under *your lease*, *we* shall send *you* notice which requires *you* to rectify the default within a period of seven days from the date that the notice is sent to *you*.
- ❖ If *you* are in default under any other term of *your lease* other than the non-payment of moneys, *we* shall send *you* notice which requires *you* where possible to rectify the default within a period of 30 days from the date that the notice is sent to *you*.

## 9.3 **Our rights against you if you do not remedy your default within time**

- ❖ If the notice requiring *you* to rectify a default is not complied with to *our* satisfaction within the notice period, *we* may at *our* discretion immediately terminate *your lease* or otherwise pursue other legal rights against *you* without terminating *your lease*.

## 9.4 **What are your obligations in respect of the vehicle if we terminate your lease because you default?**

- ❖ If *you* are in default and *we* decide to terminate *your lease* *we* shall notify *you* in writing of *our* decision.
- ❖ *You* must immediately, upon receipt of our notice of termination, return *the vehicle* to us.

*Important Note:*

If *you* fail to return *the vehicle* to *us*, *you* agree and consent for *us* to take whatever steps are necessary in order to retrieve *the vehicle* from *you*, including, where necessary, for *us* to enter onto any property which *you* lawfully occupy for the purpose of retrieving *the vehicle*.

Until such time as *the vehicle* is returned to *us*, *you* will continue to be liable to pay *us* an amount equal to the *monthly rentals* and all other payments which were applicable under *your lease*.

## 9.5 **What are your financial obligations if we terminate your lease because you default?**

- ❖ *You* must immediately upon demand pay *us* the following amounts:
  - all *monthly rentals* or other payments due and payable by *you* to *us* under the terms of *your lease* to the date of the return of *the vehicle*;
  - *penalty interest* on all *monthly rentals* or payments due pursuant to the terms of *your lease* calculated from the due date of such *monthly rentals* or payments to the date of their payment in full;
  - an amount equal to all costs, expenses and losses incurred by *us* as a consequence of a default under *your lease*, including all costs associated with locating and re-possessing *the vehicle* and all *our* legal and related costs;
  - any deficit *net settlement amount* owing to *us* by *you* as calculated pursuant to the **“Early Termination for any Other Reason”** provisions under *this agreement*; and

- an amount equivalent to the loss and damage suffered by *us* as a result of *your* default under *your lease*.

*Important Note:*

In addition to the above claims, *we* may, at *our* discretion, make such other claims or take such other legal action against *you* as is generally available to *us* in respect of *your* default.

#### 9.6 What are *your* obligations if *you* are in default but *we* elect not to terminate *your lease*?

- ❖ If *we* elect not to terminate *your lease* for default, *you* do not have to return *the vehicle* to *us*, but *you* will remain liable to pay to *us* the *monthly rentals* and all other payments applicable under *your lease* and all *your* rights and obligations under *your lease* will continue.
- ❖ *You* must immediately upon demand pay *us* the following amounts:
  - all *monthly rentals* or other payments due and payable by *you* to *us* under the terms of *your lease* to the date of the return of *the vehicle*;
  - *penalty interest* on all *monthly rentals* or payments due pursuant to the terms of *your lease* calculated from the due date of such *monthly rentals* or payments to the date of their payment in full;
  - all costs, expenses and losses incurred by *us* as a consequence of a default under *your lease*, including all costs associated with locating and re-possessing *the vehicle* and all *our* legal and related costs; and
  - an amount equivalent to the loss and damage suffered by *us* as a result of *your* default under *your lease*.

*Important Note:*

In addition to the above claims, *we* may, at *our* discretion, make such other claims or take such other legal action against *you* as is generally available to *us* in respect of *your* default.

## 10. GENERAL TERMS AND CONDITIONS

**This section sets out the general terms and conditions which apply to *your lease*.**

### 10.1 *Your lease* constitutes the entire agreement subject to notice of variations

- ❖ *Your lease* constitutes the entire agreement between *you* and *us* and supersedes all previous communications, representations, inducements, undertakings and arrangements between *you* and *us*.
- ❖ From time to time *we* may, at *our* discretion vary the operation of *this agreement* by giving *you* fourteen days notice in writing of *our* intention to do so. At the

expiration of the notice period the variation shall become effective and may be relied upon by *you* and *us* as if the terms and conditions after the effective date of the variation were the original terms and conditions of *this agreement*.

## 10.2 Joint and several liability

- ❖ If any party to *your lease* consists of more than one person, all of those persons jointly, and each of those persons individually, will be liable for all obligations under *your lease*.

## 10.3 Assignment

- ❖ *You* agree that *we* may, without *your* consent, assign or transfer any or all of *our* rights and obligations under *your lease* to any other person.
- ❖ *You* may not, without *our* written consent, assign or transfer any or all of *your* rights or obligations under *your lease* to any other person.

## 10.4 Your personal information

- ❖ *You* have an obligation to keep *us* updated as to *your* current personal information, including *your* postal, residential and e-mail addresses and all telephone contact numbers.

## 10.5 Waiver of rights

- ❖ No allowance or relaxation on *our* part which is extended or granted to *you* in enforcing any of the terms and conditions of *your lease* will in any way affect, restrict or prejudice *our* rights or powers under *your lease* or operate as a waiver of any default by *you* of the terms and conditions of *your lease*. Any amounts due and payable by *you* under the terms of *your lease*, shall continue to be due and payable by *you* in the event of an early termination or expiry of *your lease* term and after the payment of the *net settlement amount*.

## 10.6 Notices

- ❖ Any notice to be given by *you* to *us*, or by *us* to *you* under *your lease* must be given in writing by one or more of the following means:
  - by post to the address noted in *your lease* or such other address as may from time to time have been notified to *us* by *you* or by *us* to *you*. It is agreed that any notice sent by post is to be considered as having been received on the next working day following the date of posting;
  - by facsimile transmission to the facsimile number in *your lease* or such other number as may from time to time have been notified to *us* by *you*, or by *us* to *you*. Any notice sent by facsimile transmission shall be considered as having been received by the recipient at the time and on the date shown on the facsimile transmission confirmation receipt; or

- by e-mail to the address noted in *your lease* or such other e-mail address as may from time to time be notified to *us* by *you* or by *us* to *you*. Any notice sent by e-mail shall be considered as having been received by the recipient on the day and at the time the e-mail is sent.

### 10.7 Severability of terms

- ❖ Any provision in *your lease* which is invalid or unenforceable is to be read down (if possible), so as to be valid and enforceable.
- ❖ If a provision cannot be read down, and is invalid or not enforceable, the remaining provisions which are self-sustaining and capable of separate enforcement shall continue to be in force.

### 10.8 Governing law

- ❖ *Your lease* is to be governed by the laws of the State of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any court hearing appeals from those courts.

### 10.9 Execution of *your lease*

- ❖ *This agreement* is not binding on *us* until *the settlement annexure* and *novation agreement* have been duly signed by *you* and *your employer* and returned to *us* together with all completed and signed documents required under *this agreement* and *you* comply with all other requirements which are reasonably necessary for the operation of *your lease* to commence.
- ❖ *You* authorise *us* to complete and amend any blank, incomplete or inaccurate particulars appearing in *your lease* and to carry out all formalities which are reasonably necessary for the operation of *your lease* to commence and to make it legally enforceable.
- ❖ *You* agree that *we* may, at *our* discretion, execute all necessary documents required to be executed on *our* part, by means of an electronic signature of *our* authorised officer and that such execution binds *us* as if *we* had executed all such documents in any way other than by electronic signature.
- ❖ Where under the terms of *your lease* any document is required to be signed, executed, accepted in writing and returned to *us* by *you*, such signature, execution, acceptance and return may instead be made by an internet based electronic acceptance function as established by *us* as part of *our* website based services. Where an electronic acceptance function is performed by *you*, it shall have the same effect as if *you* had signed, executed, accepted in writing and returned the relevant documents to *us*.

### 10.10 Interpretation of *your lease*

- ❖ All wording in *this agreement* included under the headings of “*Important Note*”, “*Explanation*” and “*Example*” forms part of the legally binding provisions of *your lease*, and shall be interpreted as far as possible in a way that gives full effect to those provisions.

- ❖ The use of a singular form of a word includes the plural and vice versa.
- ❖ Documents referred to are incorporated into, and form part of, *this agreement*.

<b>DEFINITIONS</b>	<b>Certain words which appear in <i>your lease</i>, will have the following meanings:</b>
<b><i>“additional term”</i></b>	means an additional term of <i>your lease</i> (if any) which may be entered into under the terms of <i>this agreement</i> and which will commence on the day following the <i>scheduled expiry date</i> .
<b><i>“business day”</i></b>	means any day, excluding weekends, public holidays and bank holidays, in the State of Victoria.
<b><i>“contract start date”</i></b>	means the date that <i>the vehicle</i> is delivered to, or collected by <i>you</i> .
<b><i>“distance variation amount”</i></b>	The distance variation amount applies if the number of kilometres driven by <i>the vehicle</i> since the <i>contract start date</i> to the date that <i>the vehicle</i> is returned to <i>us</i> is greater than the budgeted number of kilometres for that period as set out in the <i>final package allocation</i> . The distance variation amount is calculated by multiplying the excess number of kilometres, by the cost of each extra kilometre as set out in the <i>final package allocation</i> .
<b><i>“final package allocation”</i></b>	means a document in a similar form as the <i>quotation</i> , but which sets out the final costs associated with <i>your lease</i> and <i>the vehicle</i> details. The final package allocation will be forwarded to <i>you</i> and will form a part of <i>your lease</i> .
<b><i>“financial settlement amount”</i></b>	means the amount which, at the end of <i>your lease</i> is owing by <i>you</i> to <i>us</i> , or by <i>us</i> to <i>you</i> , under the applicable termination provisions of <i>your lease</i> .

<p><b>“good condition”</b></p>	<p>means that <i>the vehicle</i>, given its age and number of kilometres travelled:</p> <ul style="list-style-type: none"> <li>➤ is in good condition and appearance throughout, including its paintwork and trim;</li> <li>➤ is not missing any of the equipment and accessories originally supplied and fitted;</li> <li>➤ is in sound mechanical order, allowing for reasonable wear and tear;</li> <li>➤ complies with all legal requirements with respect to registration, is roadworthy, and is able to be insured;</li> <li>➤ has no scratches or damage to the body (other than stone chips or surface scratches) and all sign writing and other markings have been removed;</li> <li>➤ the tyres are of the manufacturer’s original specifications and have sufficient tread to be roadworthy; and</li> <li>➤ has been serviced in accordance with the manufacturer’s recommended maintenance and repair schedule.</li> </ul>
<p><b>“GST”</b> <b>“GST Law”</b></p>	<p>means the same as in the <i>A New Tax System (Goods &amp; Services Tax) Act 1999</i>.</p>
<p><b>“lease term”</b></p>	<p>means the original term of <i>your lease</i> as specified in the <i>final package allocation to this agreement</i>.</p>
<p><b>“leasing services”</b></p>	<p>means the vehicle leasing services provided under the terms of <i>your lease</i> and, where applicable, includes <i>vehicle management services</i>.</p>
<p><b>“monthly rental”</b></p>	<p>means the total amount <i>you</i> have to pay per month in respect of <i>your lease</i> as set out in the most current <i>final package allocation</i>.</p>
<p><b>“net settlement amount”</b></p>	<p>means the net amount which, at the end of <i>your lease</i> is owing by <i>you</i> to <i>us</i>, or by <i>us</i> to <i>you</i> under the termination provisions of <i>your lease</i>, taking into account the <i>financial settlement amount</i> and the <i>operating costs settlement amount</i> (if applicable).</p>
<p><b>“nominated early termination price”</b></p>	<p>when used in a <i>settlement annexure</i>, means the <i>market value we</i> place on <i>the vehicle</i> at the date of termination plus an amount that represents <i>our</i> costs in connection with the termination of <i>your lease</i>.</p>
<p><b>“novation agreement”</b></p>	<p>means the agreement whereby <i>your</i> rights and obligations under <i>your lease</i>, including the obligation to pay <i>monthly rentals</i>, are transferred to <i>your employer</i>.</p>
<p><b>“novation arrangement”</b></p>	<p>means, the novation arrangement entered into between <i>you</i>, <i>us</i> and <i>your employer</i>, or any subsequent employer.</p>

<b>“operating costs settlement amount”</b>	means if <i>we</i> have provided <i>you</i> with <i>vehicle management services</i> , the amount which, at the end of <i>your lease</i> is owing by <i>you</i> to <i>us</i> , or by <i>us</i> to <i>you</i> under the applicable settlement provisions of <i>your lease</i> .
<b>“penalty interest”</b>	means interest calculated at the rate prescribed from time to time by the <i>Penalty Interest Rates Act 1983 (Vic)</i> .
<b>“purchase price”</b>	when used in the <i>settlement annexure</i> , means the market value <i>we</i> place on <i>the vehicle</i> at the date of expiry of <i>your lease</i> , plus an amount that represents <i>our</i> costs in connection with the sale of <i>the vehicle</i> to <i>you</i> .
<b>“quotation ”</b>	means a quotation issued by <i>us</i> which sets out the costs associated with leasing <i>the vehicle</i> from <i>us</i> and other relevant information which will form part of <i>your lease</i> .
<b>“receipt voucher”</b>	means a receipt voucher which <i>you</i> will be required to complete and return to <i>us</i> upon taking delivery of <i>the vehicle</i> .
<b>“related company”</b>	means a company connected with or related to <i>your employer</i> (as defined in section 50 of the <i>Corporations Act 2001 (Cth)</i> ).
<b>“residual value”</b>	means the written down value of <i>the vehicle</i> as at the <i>scheduled expiry date</i> .
<b>“scheduled expiry date”</b>	means the latter of the last day of the <i>lease term</i> or the last day of the final <i>additional term</i> (if any). If the scheduled expiry date falls on a day which is not a <i>business day</i> , it will be taken to be the next <i>business day</i> .
<b>“settlement annexure”</b>	means the Settlement Annexure annexed to <i>this agreement</i> and which forms part of <i>your lease</i> .
<b>“tax invoice”</b>	has the same meaning as defined in <i>GST Law</i> .
<b>“total costs allowance”</b>	means the sum of all the <i>vehicle management services</i> costs and <i>our</i> fees as set out in the <i>final package allocation</i> .
<b>“total costs incurred”</b>	means the sum of all the <i>vehicle management services</i> costs actually incurred by <i>us</i> in respect of <i>the vehicle</i> , plus all <i>our</i> fees as set out in the <i>final package allocation</i> .

<b>“the vehicle”</b>	means the vehicle described in the <i>final package allocation</i> and includes all accessories, fittings, additions and replacement parts fitted to the vehicle during the term of <i>your lease</i> .
<b>“this agreement”</b>	means this Employee Vehicle Lease Agreement Standard Terms, the <i>settlement annexure</i> , <i>pre calculation sheet</i> , <i>final package allocation</i> , and all other schedules and annexures to it.
<b>“vehicle management services”</b>	means the vehicle operating costs and management services which <i>we</i> agree to provide to <i>you</i> during the term of <i>your lease</i> as defined in <i>this agreement</i> and set out in the most current <i>final package allocation</i> .
<b>“we”</b> <b>“us”</b> <b>“our”</b>	Each of these terms refers to:  LeasePlan Australia Limited ABN 57 006 923 011 of 8th Floor, 607 St Kilda Road, Melbourne Victoria, 3004 and its properly authorised employees and agents.
<b>“you”, “your”</b> <b>“my”</b>	Each of these terms refers to the employee/lessee/hirer whose personal details are set out in the <i>quotation</i> and the <i>final package allocation</i> .
<b>“your employer”</b>	means your employer as at the commencement date of <i>your lease</i> , or any subsequent employer.
<b>“your lease”</b>	means <i>this agreement</i> and all other documents intended to form a part of <i>your lease</i> , including the <i>novation agreement</i> .

Version Number:	09.01	We endeavour to keep all of the personal information we hold to be accurate, complete and up-to-date. If any information is incorrect, please inform us and we will correct it. We may require evidence that the information you supply is accurate, complete and up-to-date beforehand. <b>Please refer to our web site for a full statement of our Privacy Policy.</b>
Version Date:	November 2009	