

TERMS AND CONDITIONS

1 RENTAL AGREEMENT

1.1 We agree to lease the Goods to you on the terms and conditions set out in this Agreement.

1.2 We will not provide you with the Goods if:

1.2.1 you have not provided us with the documents and information we require with your Application;

1.2.2 we assess that the lease will be unsuitable for you; or

1.2.3 in our opinion, the information that you provided in your Application was inaccurate, incomplete or was misleading or deceptive.

1.3 The Agreement commences on the date set out in the Rental Agreement and will run for the Term. If you are in default under this Agreement or we agreed to change the Payment Rental Agreement due to hardship, the Term of the agreement may be extended.

1.4 This Agreement is not an offer by the Owner to pass the Goods to the Lessee at the expiry of the Term nor is it an agreement for the purchase of the Goods by instalments. The Lessee does not have a right or the obligation to purchase the Goods at the expiry of the term.

2 PAYMENT

2.1 You must make the Payments to us for the duration of the Term.

2.2 Your first Payment is due on or before the First Payment Date.

2.3 Subsequent Payments must be paid in advance at the frequency stated in the Rental Agreement.

2.4 All Payments must be paid to us by:

2.4.1 Direct debit directly from Centrelink via the Centrepay facility; or

2.4.2 Via direct debit from your bank; or

2.4.3 Via direct deposit into our bank account, quoting your reference number

2.5 You must complete and sign the relevant Direct Debit Authority or Centrepay forms.

2.6 If you fail to make a Payment by its due date or if the Goods are not able to be collected or returned, we may apply default interest at the rate allowed under the Penalty Interest Rates Act 1983 (Vic) will be payable on any outstanding amounts accruing from the date of default (apply daily using the daily percentage rate) until the Goods are recovered and or the amount owing is paid in full.

2.7 You may change the method that you wish to pay the Payments under the Agreement but you must have in place alternative payment method or else you will be in default under this Agreement.

3 THE GOODS

3.1 We represent and you acknowledge and agree that we either own the Goods or that we are authorised by the owner of the Goods to enter into this lease agreement. Nothing in this Agreement shall be interpreted to vary the ownership of the leased

Goods;

3.2 At the expiry of the Rental Agreement, unless agreed otherwise with the Owner, the Lessee must return the Goods to the Owner in proper working order and condition except Fair Wear and Tear within 7 days after the end date. The Goods must be returned to the Owner's address or to as location as directed by the Owner.

3.3 If you have complied with all the terms and conditions of the Agreement, 6 Star Rentals may in its sole and unfettered discretion, arrange for the transfer of the Goods to or a person nominated by you, at the end of the Term.

3.4 You acknowledge that, subject to the Personal Property Security Act 2009 (PPSA), this Agreement gives rise to a Security Interest (as defined in the PPSA) in the leased Goods. Either the owner of the leased Goods, we, or a person acting under our authority, may register a Security Interest in the leased Goods. You agree to do all things necessary to enable the owner of the leased Goods, us or any person acting under our authority to effectively register the Security Interest and give the necessary notifications of such registration.

3.5 You assume the risk of the Goods from the date of delivery of the Goods to you and until the Goods are returned to us.

3.6 You must only use the Goods in accordance with their operating instructions as issued by the manufacturer. You must not add or vary the functionality of the Goods unless we consent to it.

3.7 If you pay us the Payments on time for the Term, we warrant that you will have possession and enjoyment of the Goods.

3.8 The Goods are covered by a manufacturer's warranty. If the Goods are faulty you must advise us of that fact and we will assist you in liaising with the manufacturer in order to repair the Goods. We will deal with the manufacturer directly if the manufacturer refuses to repair the Goods under the warranty. Nothing in this clause shall limit your right under the Australian Competition and Consumer Act 2010 with respect to Goods. To the extent permitted by law, we limit our liability under this Agreement to the resupply or the payment for the resupply of the Goods or the repair or the payment for the repair of the Goods.

3.9 If it is determined that the Goods repairs are required because of your action and the warranty cannot be relied upon then you will be liable for the repair of the Goods.

3.10 You must maintain possession of the Goods for the Term. If we ask, you must tell us the whereabouts of the Goods. Failure to keep possession of the Goods or telling us the whereabouts of the Goods is a breach of this Agreement.

4 LIABILITY

4.1 You must take proper care of the Goods during the Term and keep them in good working condition and in good repair.