


# Offer to Hire contract

## Original Instrument completion guidelines

1. Print one copy of the Offer to Hire contract.
2. The first two pages are the 'Original Instrument'.
3. The Customer(s) and witness must complete the fields marked on page 2 of the Offer to Hire document. An adult person not related to the Customer(s) must witness each signature
4. Both pages of this document must be faxed to the Credit Provider for settlement to occur.
5. Once settlement is completed, please destroy or securely store the original documentation. The Credit Provider does NOT require a copy.



**OFFER TO HIRE**  
TO: Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522 ("ANZ")  
- The Credit Provider

**ORIGINAL INSTRUMENT**

CONTRACT NUMBER

Intermediary	S.O.B Number	Credit Assessment Number
--------------	--------------	--------------------------

I/We – Names in Full, Surname First	Title e.g. Mr

Of – Address(s)	Postcode

The Hirer(s) offer to hire from the Credit Provider the goods described in this Table (the Good) at the rent stated in the Table on the TERMS AND CONDITIONS SET OUT BELOW AND IN THE ANZ OFFER TO HIRE TERMS AND CONDITIONS by which I agree to be bound. I acknowledge, by signing in the space provided, that prior to signing, I received and read the ANZ Offer to Hire Terms and Conditions. I understand that this is an important document as it forms part of my offer.

**TABLE**

Description of the Goods ("Goods")	

New/Used	Vehicle ID (VIN)/Chassis No.	Engine/Serial No.	Registration No.

**SECTION 1**

monthly Rental(s) each of	\$	
Plus Duty payable	\$	
Plus GST payable on Duty	\$	
Total of each Rental per month payable starting	\$	months from the Disbursement Date

**SECTION 2**

and, if applicable, one Final Payment of \$  payable  month(s) from the Disbursement Date

**OR**

State of registration, if Goods registered		
State of predominant use, if Goods unregistered		
Establishment Fee	\$	
Cash / Cheque Payment Charge (if applicable)	\$	

Goods Price (GST included in the price)	\$
Less Deposit	\$
<b>A. Balance</b>	\$
<b>Disbursements to be Financed</b>	
B.	\$
C.	\$
D.	\$
E.	\$
F. Establishment Fee / Cash / Cheque Payment Charge	\$
<b>Total Amount to be Financed</b>	\$
Add Terms Charges	\$
<b>TOTAL RENT</b>	\$
GST on Goods Price	\$
GST on Duty	\$
<b>Total Amount of GST Payable</b>	\$

10003A 07/10
Offer to Hire Template
Page 1 of 4

The 2 pages of the Original Instrument must be faxed to the Credit Provider

**ORIGINAL INSTRUMENT**  
Credit Assessment Number

**DATED**  
This  day of  month  year

**INDIVIDUAL HIRER Signed By**  
Signature(s) of Hirer (and Print Name)

Witness Signature(s) (and Print Name)

**COMPANY HIRER**  
SIGNED for and on behalf of

ABN   
Director   
Director / Secretary

SIGNED for and on behalf of the Credit Provider  
**DATED** This  day of  month  year  Signature

Individual, joint and partnership hirers sign here

If the hirer is a Company, the Director(s) sign here

Write the date that the document is signed here

Witness each Customer signature

If the hirer is a Company, write the name of the Company here

Leave the date and signature field blank. The Credit Provider will complete this

# Offer to Hire contract

## Hirer Copy completion guidelines

1. Print one copy of the Offer to Hire contract.
2. Page numbers 3 to 4 (inclusive) of the Offer to Hire contract is the 'Hirer's Copy'.
3. The Hirer's Copy must be signed and dated by the Customer(s) on the last page (page 4).
4. The two pages of the Hirer Copy are for the Customer to keep.



**OFFER TO HIRE**  
 TO: Australia and New Zealand Banking Group Limited  
 ABN 11 005 357 522 ("ANZ")  
 - The Credit Provider

**HIRER'S COPY**

**CONTRACT NUMBER**

The 2 pages of the Hirer Copy are for the Customer to keep

Intermediary	S.O.B Number	Credit Assessment Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
I/We – Names in Full, Surname First		Title e.g. Mr
<input type="text"/>		<input type="text"/>
Of – Address(s)		Postcode
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

The Hirer(s) offer to hire from the Credit Provider the goods described in this Table (the Good) at the rent stated in the Table on the TERMS AND CONDITIONS SET OUT BELOW AND IN THE ANZ OFFER TO HIRE TERMS AND CONDITIONS by which I agree to be bound. I acknowledge, by signing in the space provided, that prior to signing, I received and read the ANZ Offer to Hire Terms and Conditions. I understand that this is an important document as it forms part of my offer.

**TABLE**

Description of the Goods ("Goods")
<input type="text"/>
<input type="text"/>

New/Used	Vehicle ID (VIN)/Chassis No.	Engine/Serial No.	Registration No.
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>SECTION 1</b>		Goods Price (GST included in the price)	\$
<input type="text"/> monthly Rental(s) each of	\$	Less Deposit	\$
Plus Duty payable	\$	A. Balance	\$
Plus GST payable on Duty	\$	<b>Disbursements to be Financed</b>	
Total of each Rental per month	\$	B.	\$
payable starting <input type="text"/> months from the Disbursement Date		C.	\$
<b>SECTION 2</b>		D.	\$
and, if applicable, one Final Payment of	\$	E.	\$
payable <input type="text"/> month(s) from the Disbursement Date		F. Establishment Fee / Cash / Cheque Payment Charge	\$
<b>OR</b>		Total Amount to be Financed	\$
<input type="text"/>		Add Terms Charges	\$
State of registration, if Goods registered	<input type="text"/>	<b>TOTAL RENT</b>	\$
State of predominant use, if Goods unregistered	<input type="text"/>	GST on Goods Price	\$
Establishment Fee	\$	GST on Duty	\$
Cash / Cheque Payment Charge (if applicable)	\$	Total Amount of GST Payable	\$

**HIRER'S COPY**  
Credit Assessment Number

DATED  
This  day of  month  year

Write the date that the document is signed here

Individual, joint and partnership borrowers sign here

**INDIVIDUAL HIRER Signed By**  
Signature(s) of Hirer (and Print Name)

Witness Signature(s) (and Print Name)

Witness each Customer signature

If the borrower is a Company, the Director(s) sign here

**COMPANY HIRER**  
SIGNED for and on behalf of

ABN  
Director  
Director / Secretary

If the borrower is a Company, write the name of the Company here

# Offer to Hire Annexure Original Instrument completion guidelines

1. Print one copy of the Offer to Hire Annexure.
2. Page 1 of this two page document is the 'Original Instrument'.
3. The Customer(s) must complete the fields marked on the Annexure document.  
**Note:** If the Borrower is a Company, then the Director(s) initial for and on behalf of the Company.
4. The Original Instrument of the Annexure needs to be faxed to the Credit Provider for settlement to occur.
5. Once you have been advised that settlement is complete, please destroy or securely store the original documentation. The Credit Provider does NOT require a copy.

<b>ANNEXURE</b>		<b>ORIGINAL INSTRUMENT</b>
		<b>CONTRACT NUMBER</b>
<b>Intermediary</b>	<b>S.O.B Number</b>	<b>Credit Assessment Number</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<small>This is the Annexure marked "C" in the Contract/Agreement between the Credit Provider and the Party(s) named below</small>		
<b>SUPPLIER OF GOODS:</b>		
<input style="width: 80%;" type="text"/>	<b>Amount of Credit:</b>	<input style="width: 15%;" type="text" value="\$"/>
<b>DESCRIPTION OF GOODS:</b>		
<input style="width: 100%; height: 20px;" type="text"/>		
<input style="width: 100%; height: 20px;" type="text"/>		
<input style="width: 100%; height: 20px;" type="text"/>		
<input style="width: 100%; height: 20px;" type="text"/>		
<b>Party(s) – Names in Full, Surname First</b>		<b>Party(s) to Initial</b>
<input style="width: 98%;" type="text"/>		<input style="width: 98%;" type="text"/>
<input style="width: 98%;" type="text"/>		<input style="width: 98%;" type="text"/>
<input style="width: 98%;" type="text"/>		<input style="width: 98%;" type="text"/>

Page 1 of the Annexure - the Original Instrument must be faxed to the Credit Provider

Each person named must initial here

Please note: The image used in this guideline document is only for illustrative purposes and is provided to assist you in completing the documentation.



# Offer to Hire Declaration of Purpose completion guidelines

1. Print one copy of the Declaration of Purpose.
2. The Customer(s) named on the document must sign where indicated. Each signature must be witnessed.
3. This one page document must be faxed to the Credit Provider for settlement to occur.
4. Once settlement is completed, please destroy or securely store the original documentation. The Credit Provider does NOT require a copy.

### DECLARATION OF PURPOSE – OFFER TO HIRE

		<b>CONTRACT NUMBER</b>	
<b>Intermediary</b>	<b>S.O.B Number</b>	<b>Credit Assessment Number</b>	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
<b>The Hirer(s) – Names in Full, Surname First</b>			<b>Title e.g. Mr</b>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<b>Of – Address(es)</b>			<b>Postcode</b>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>
<b>Type of Contract</b>			
<input style="width: 95%;" type="text" value="OFFER TO HIRE"/>			
<b>Description of Goods ("Goods") to be hired</b>			
<input style="width: 95%;" type="text"/>			
<input style="width: 95%;" type="text"/>			
<b>New/Used</b>	<b>Vehicle ID (VIN)/Chassis No.</b>	<b>Engine/Serial No.</b>	<b>Registration No.</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

### DECLARATION

I/We declare that the goods to be hired by me/us from the Credit Provider are to be hired wholly or predominantly for business purposes.

### IMPORTANT

You should not sign this declaration unless the goods are hired wholly or predominantly for business purposes.  
By signing this declaration you may lose your protection under the Consumer Credit Code

<b>Signature of each Hirer</b>	<b>Date Signed</b>	<b>Signature of Person (Witness) who obtained the Declaration</b>	<b>Print name of Witness (in full)</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

10227.2G 07/09
Declaration of Purpose – Offer to Hire
Page 1 of 1

Each Customer must print their name here and sign in the section below

This 1 page document must be faxed to the Credit Provider.


Each Customer named above must sign here individually

The Witness must write their name next to their signature

The Witness must sign for each Customer

## Offer to Hire Terms and Conditions guidelines

1. Print one copy of the Credit Provider's Terms and Conditions.
2. It is important that the Customer reads and understands this information before they sign any documents.
3. It is important that independent legal and financial advice is sought if this information is not understood by the Customer.
4. The Terms and Conditions document is for the Customer to keep.



### Offer to Hire Terms and Conditions

Reference: OH156 ANZ

---

These Terms and Conditions are between me and ANZ.  
I agree to be bound by these Terms and Conditions, which are part of my Offer to Hire.

---

**1. Understanding this Agreement**

1.1 In this Agreement, the following terms have special meanings, unless the context otherwise requires:

1.1.1 This "**Agreement**" means the Offer to Hire constituted by these terms and conditions and the Table accepted by ANZ.

1.1.2 "**Approved Direct Payment Method**" means a payment method other than a cash payment, or a payment by cheque or money order which allows rent instalments to be credited directly to ANZ's account by a bank or financial institution acting upon my order or request.

1.1.3 "**Business day**" means any day of the week (except Saturday or Sunday) on which ANZ is open for business in at least one location in Australia. For the purposes of this Agreement, a day ends at 4pm Melbourne time. "**Ordinary business hours**" are the hours of operation on any such day.

1.1.4 "**Disbursement Date**" means the date that ANZ disburses all, or the first part of any funds in connection with this Agreement.

1.1.5 "**Early Payment Loss**" is the amount of any loss (other than the costs referred to in clause 8.2.10) or foregone profit suffered by ANZ as a result of the whole or part of the Total Rent or the Recoverable Amount being paid, or becoming payable, prior to the times stated in the Table. I acknowledge that upon early payment ANZ will apply the amount paid against its own funding arrangements and will not seek to re-lend that amount. The amount of the Early Payment Loss will therefore reflect the difference between the Relevant Rate and the cost to ANZ of funding this Agreement. I agree in any event to be bound by ANZ's calculation of the amount of any Early Payment Loss. I may obtain details of the method of calculation utilised by ANZ from time to time on request from ANZ's head office.

1.1.6 "**ANZ**" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Agreement.

1.1.7 "**Esanda Finance Corporation Limited**" means Esanda Finance Corporation Limited ABN 64 004 346 043, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Agreement.

1.1.8 "**Goods**" means:

1.1.8.1 each item described in the Table; or

1.1.8.2 if the actual item in relation to which ANZ has made or agreed to make a payment is not the same as that item, the actual item,

and includes, when supplied with or fitted to the Goods, replacement parts, accessories and attachments. It is agreed that ANZ's interest in the Goods is a legal interest.

1.1.9 "**Goods and Services Tax (GST)**" means any tax that is or becomes payable on or in connection with the supply of any thing under any law of the Commonwealth of Australia, or under the law of any State or Territory including a tax of the type contemplated in the *A New Tax System (Goods and Services Tax) Act 1999*.

1.1.10 "**Information Field Compliant**" means that all systems, applications and embedded chips used in, or in conjunction with, the Goods will correctly recognise and process information regardless of the number of digits or characters, or method, used to record the information.

1.1.11 "**I**" and "**me**" means the Hirer named in this Agreement and includes:

1.1.11.1 if I am an individual, my personal representatives; or

1.1.11.2 if I am a company, my successors.

1.1.11.3 If there is more than one Hirer, "I" and "me" mean each of them separately and every two or more of them jointly and they are jointly and severally liable to ANZ.

---

Offer to Hire Terms and Conditions [Ref: OH156 ANZ]

10007A 10/09 Australia and New Zealand Banking Group Limited ABN 11 005 357 522 Page 1 of 11

This 10 page document does not need to be signed and is for the customer to keep