

Finance Lease contract

Original Instrument completion guidelines

1. Print one copy of the Finance Lease contract.
2. The first page is the 'Original Instrument'.
3. The Customer(s) and witness must complete the fields marked on the bottom of the Finance Lease document.
4. This page must be faxed to the Credit Provider for settlement to occur.
5. Once settlement is completed, please return the Original Instrument document to the Credit Provider.

FINANCE LEASE

ORIGINAL INSTRUMENT

CONTRACT NUMBER

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

AN AGREEMENT BETWEEN Esanda and Name(s) in Full ("Lessee"), Surname First _____ Title e.g. Mr _____

Of - Address(s) _____ Postcode _____

I, (as Lessee) have requested Esanda to lease me the goods described in this table for the rent and the amounts set out in this Table subject to the Esanda Finance Lease Terms and conditions numbered: _____

TABLE			
Description of Goods ("Goods")	Residual Value (including GST)	Term of Lease _____ months from the disbursement date	
_____	\$ _____		

Goods ID (VIN)/Chassis No. _____	No. of Rental(s) _____ of _____	Rentals per month \$ _____	GST \$ _____
Engine or Serial No. _____	Total of each payment per month \$ * _____		
Registered Number _____ Depreciation Method/Rate _____ %	OR		
State of Registration, if Goods registered _____	Quarterly Rental(s) each of _____	\$ _____	
State of predominant use, if Goods unregistered _____	Half-Yearly Rental(s) each of _____	\$ _____	
Establishment Fee \$ * _____	Yearly Rental(s) each of _____	\$ _____	
Cash/Cheque Payment \$ * _____	PLUS GST _____ PLUS DUTY _____	Total of each Payment \$ * _____	
Fee(s) for registration interest in the goods \$ * _____	commencing _____ months from the disbursement date		
PRIMARY PURPOSE _____	OR Rent shall accrue from day to day and shall be payable as follows _____		
_____	Total Number of Rentals _____	Total Rentals Payable \$ * _____	
_____	*Inclusive of GST		

Prior to signing this lease I acknowledge that I have received and read a copy of the Esanda Finance Lease Terms and Conditions. I understand that these terms and conditions will form part of this lease.

DATED this _____ day of _____ month _____ year

INDIVIDUAL

Signature(s) of Lessee (and Print Name)

COMPANY

Signed for and on behalf of _____

Director _____

Director/Secretary _____

Witness Signature(s) (and Print Name)

Signed for and on behalf of Esanda

DATED this _____ day of _____ month _____ year

Signature _____

The Original Instrument must be faxed to the Credit Provider

Write the date that the document is signed here

Individual, joint and partnership borrowers sign here

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

If the borrower is a Company, complete the Company details here

Witness each Customer signature

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

Finance Lease contract

Lessee Copy completion guidelines

1. Print one copy of the Finance Lease contract.
2. The second page is the 'Lessee's Copy'.
3. The Lessee Copy must be signed and dated by the Customer(s) on the bottom of the Lease document.
4. The completed Lessee Copy document is for the Customer to keep.

FINANCE LEASE

LESSEE COPY
CONTRACT NUMBER

Intermediary S.O.B Number Credit Assessment Number

AN AGREEMENT BETWEEN Esanda and Name(s) in Full ("Lessee"), Surname First Title e.g. Mr

Of - Address(s) Postcode

I, (as Lessee) have requested Esanda to lease me the goods described in this table for the rent and the amounts set out in this Table subject to the Esanda Finance Lease Terms and conditions numbered:

Description of Goods ("Goods")		Residual Value (including GST)
<input style="width: 95%; height: 20px;" type="text"/>		<input style="width: 90%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>		Term of Lease <input style="width: 30px; height: 20px;" type="text"/> months from the disbursement date
<input style="width: 95%; height: 20px;" type="text"/>		No. of Rental(s) <input style="width: 30px; height: 20px;" type="text"/> of <input style="width: 30px; height: 20px;" type="text"/> Rentals per month <input style="width: 30px; height: 20px;" type="text"/> \$ <input style="width: 30px; height: 20px;" type="text"/> GST <input style="width: 30px; height: 20px;" type="text"/> \$ <input style="width: 30px; height: 20px;" type="text"/> Duty <input style="width: 30px; height: 20px;" type="text"/> \$
Goods ID (VIN)/Chassis No. <input style="width: 95%; height: 20px;" type="text"/>		Total of each payment per month <input style="width: 90%; height: 20px;" type="text"/> \$ *
Engine or Serial No. <input style="width: 95%; height: 20px;" type="text"/>		OR
Registered Number <input style="width: 95%; height: 20px;" type="text"/> Depreciation Method/Rate <input style="width: 95%; height: 20px;" type="text"/> %		<input style="width: 30px; height: 20px;" type="text"/> Quarterly Rental(s) each of <input style="width: 90%; height: 20px;" type="text"/> \$
State of Registration, if Goods registered <input style="width: 95%; height: 20px;" type="text"/>		<input style="width: 30px; height: 20px;" type="text"/> Half-Yearly Rental(s) each of <input style="width: 90%; height: 20px;" type="text"/> \$
State of predominant use, if Goods unregistered <input style="width: 95%; height: 20px;" type="text"/>		<input style="width: 30px; height: 20px;" type="text"/> Yearly Rental(s) each of <input style="width: 90%; height: 20px;" type="text"/> \$
Establishment Fee <input style="width: 95%; height: 20px;" type="text"/> \$ *		PLUS GST PLUS DUTY Total of each Payment <input style="width: 90%; height: 20px;" type="text"/> \$ *
Cash/Cheque Payment <input style="width: 95%; height: 20px;" type="text"/> \$ *		commencing <input style="width: 30px; height: 20px;" type="text"/> months from the disbursement date
Fee(s) for registration interest in the goods <input style="width: 95%; height: 20px;" type="text"/> \$ *		OR Rent shall accrue from day to day and shall be payable as follows <input style="width: 95%; height: 20px;" type="text"/>
PRIMARY PURPOSE OF THE GOODS <input style="width: 95%; height: 20px;" type="text"/>		Total Number of Rentals <input style="width: 30px; height: 20px;" type="text"/> Total Rentals Payable <input style="width: 90%; height: 20px;" type="text"/> \$ *
*Inclusive of GST		

Prior to signing this lease, I acknowledge that I have received and read a copy of the Esanda Finance Lease Terms and Conditions. I understand that these terms and conditions will form part of this lease.

DATED this day of month year

INDIVIDUAL
Signature(s) of Lessee (and Print Name)

Witness Signature(s) (and Print Name)

COMPANY
Signed for and on behalf of

Director

Director/Secretary

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The Lessee Copy is for the Customer to keep

Write the date that the document is signed here

Individual, joint and partnership borrowers sign here

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

If the borrower is a Company, complete the Company details here

Witness each Customer signature

Finance Lease Annexure Original Instrument completion guidelines

1. Print one copy of the Finance Lease 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 return the completed original of the Annexure to the Credit Provider.

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

Finance Lease Annexure Lessee Copy completion guidelines

- 1. Print one copy of the Finance Lease Annexure.
- 2. Page 2 of the Annexure is the 'Lessee Copy'.
- 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 Lessee Copy of the Annexure is for the Customer to keep.

ANNEXURE

LESSEE COPY

CONTRACT NUMBER

Intermediary S.O.B Number Credit Assessment Number

This is the Annexure marked "C" in the Contract/Agreement between the Credit Provider and the Party(s) named below

SUPPLIER OF GOODS:
 Amount of Credit:

DESCRIPTION OF GOODS:

Party(s) – Names in Full, Surname First	Party(s) to Initial

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Page 2 of the Annexure - the Lessee Copy is for the Customer to keep

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.

Finance Lease 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 return the original document to the Credit Provider.

DECLARATION OF PURPOSE – LEASE

CONTRACT NUMBER			
Intermediary	S.O.B Number		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Credit Assessment Number			
<input style="width: 95%;" type="text"/>			
The Lessee(s) – Names in Full, Surname First			
<input style="width: 95%;" type="text"/>			
Title e.g. Mr			
<input style="width: 95%;" type="text"/>			
Of – Address(es)			
<input style="width: 95%;" type="text"/>			
Postcode			
<input style="width: 95%;" type="text"/>			
Type of Contract			
<input style="width: 95%;" type="text" value="LEASE"/>			
Description of Goods ("Goods") to be leased			
<input style="width: 95%;" type="text"/>			
<input style="width: 95%;" type="text"/>			
New/Used	Vehicle ID (VIN)/Chassis No.	Engine/Serial No.	Registration No.
<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 leased by me/us from the Credit Provider are to be leased wholly or predominantly for business purposes.

IMPORTANT

You should not sign this declaration unless the goods are leased wholly or predominantly for business purposes.

By signing this declaration you will lose your protection under the Consumer Credit Code

Signature of each Lessee	Date Signed	Signature of Person (Witness) who obtained the Declaration	Print name of Witness (in full)
<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"/>

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Declaration

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

Finance Lease 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.

Finance Lease Terms and Conditions

Reference: FL446

These Terms and Conditions are between me and Esanda.
I agree to be bound by these Terms and Conditions, which are part of my offer to lease.

1. Understanding this Lease

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

1.1.1 "Agreed term" means the term of this Lease as shown in the Table.

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 rentals to be credited directly to Esanda's account by a bank or financial institution acting upon my order or request.

1.1.3 "Commencement date" means:

1.1.3.1 the date on which Esanda signs this Lease; or

1.1.3.2 the Disbursement Date, whichever is earlier.

1.1.4 "Contract Rate" means the rate of interest used to calculate the rent and the residual value under this Lease (which is available upon request from Esanda).

1.1.5 "Disbursement Date" means the date that Esanda disburses all, or the first part of any funds in connection with the Lease.

1.1.6 "Early Payment Loss" means the amount of any loss (other than the costs referred to in clause 3.4.2.10) or foregone profit suffered by Esanda as a result either of the termination of this Lease before the expiry of the agreed term or of any payment of rent made prior to the times provided in the Table. I acknowledge that upon early payment Esanda 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 contract rate and the cost to Esanda of funding this Lease. I agree in any event to be bound by Esanda's calculation of the amount of any Early Payment Loss. I may obtain details of the method of calculation utilised by Esanda from time to time on request from Esanda's head office.

1.1.7 "Environment" means our physical surroundings including the land, water, atmosphere, climate, sound, odours, tastes, creatures and plants.

1.1.8 "Environment law" is a law which has the protection of the environment as one of its purposes or effects.

1.1.9 "Esanda" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, trading as Esanda, 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 Lease, including its rights to receive the rent and the Termination Amount.

1.1.10 "Esanda Finance Corporation Ltd" 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 Lease.

1.1.11 "Esanda officer" means an officer of Esanda who is authorised by Esanda to act as its attorney or to do something under this Lease.

1.1.12 "Goods" means:

1.1.12.1 each item described in the Table; or

1.1.12.2 if the actual item in relation to which Esanda 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 Esanda's interest in the Goods is a legal interest.

1.1.13 "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*.

1.1.14 "Government agency" means a government, a government department or an authority or a person who administers an applicable law.

1.1.15 "Government requirement" means any legislation or any direction, request or requirement (whether having the force of law or not) of any government agency.

1.1.16 "I" and "me" means the Lessee named in this Lease and includes:

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

Finance Lease Terms and Conditions [Ref: FL446]

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This 15 page document does not need to be signed and is for the customer to keep