



## Equipment Finance

Standard Terms and Conditions for  
Asset Purchase/Finance Lease/  
Novated Lease



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Delphi Bank – A Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL / Australian Credit Licence 237879.

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Equipment Finance Standard  
Terms and Conditions

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# Delphi Bank Equipment Finance – Notice

This document does not contain all of the *contract terms*. The rest of the *contract terms* are set out in the *schedule* signed by *you*.

By signing the *schedule* *you* offer to enter into a *contract*.

A *contract* comes into effect when we accept *your* offer to enter into this *contract*. The *schedule* sets out how we accept *your* offer.

*You* should read these *standard terms and conditions* and the *schedule* carefully. *You* should keep these documents for *your* reference.

Before we accept *your* offer we may require *you* to provide to *us*:

- 1 any payments under the *contract* which are payable on the *commencement date*;
- 2 the original invoice issued by the supplier or seller of the *goods*;
- 3 a written acknowledgment that the *goods* have been delivered to *you* or that *you* will arrange delivery of the *goods*;
- 4 evidence that the *goods* have been insured as required by clause 9 of these *standard terms and conditions*;
- 5 a waiver in accordance with clause 5.5 of these *standard terms and conditions* from all persons having any *interest* in the *premises* that they will not acquire any interest in the *goods*;
- 6 copies of any maintenance contracts that we may require *you* to enter into in respect of the *goods*;
- 7 evidence that no event has occurred that would, or with the lapsing of time would, if the *contract* has been made, constitute a *breach of an essential term*;
- 8 evidence that the *goods* are in good order and condition and have not in any way been lost, damaged, destroyed or seized.
- 9 any *guarantee* or *security* to be provided in respect of the *contract*;

# Standard terms and conditions

The meaning of words printed *like this* and some other key words is explained at the end of these *standard terms and conditions*.

## 1. Hiring of *goods* and type of *contract*

- 1.1 These *standard terms and conditions* and the *schedule* set out the *terms* upon which we hire the *goods* to you.
- 1.2 A *contract* that incorporates these *standard terms and conditions* is:
  - (1) a *finance lease contract* if you sign a *schedule* titled “Finance lease contract”; or
  - (2) an *asset purchase contract* if you sign a *schedule* titled “Asset purchase contract”.

## 2. *Term* of this *contract*

- 2.1 This *contract* is for the whole of the *term*.
- 2.2 This *contract* commences on the *commencement date*.

## 3. *Rent* and other payments

- 3.1 If this *contract* is an *asset purchase contract* you must pay the *deposit* to the supplier or as we may direct.
- 3.2 You must pay the *rent* by the *rental instalments* specified in the *schedule* on each *rent payment date*.
- 3.3 You must pay us *our fees* as directed by us from time to time. *Our* standard fees applicable to equipment finance facilities are available by visiting *our* website at [www.delphibank.com.au](http://www.delphibank.com.au) or by telephoning your Delphi Bank Relationship Manager or our Equipment Finance Department on 1300 309 789.

- 3.4 We may vary *our* fees at any time by *notice* to *you*. Any variation of existing fees (other than a government fee or charge) takes effect from the earlier of the date *you* receive written *notice* of the change or the date we publish details of the change by advertisement in a national newspaper.
- 3.5 We must give at least 30 days *notice* in writing to *you* before the introduction of a new fee (other than a government fee or charge) under clause 3.4 takes effect.
- 3.6 We must notify *you* of the introduction or variation of a government charge payable directly or indirectly by *you* by advertisement in a national newspaper or in writing to *you* unless the introduction or variation is publicised by a government, government agency or representative body.

## 4. Delivery of *goods*

- 4.1 *You* are responsible (unless otherwise agreed) for:
- (1) obtaining delivery of the *goods*; and
  - (2) paying all delivery charges.
- 4.2 Any delay in delivery of the *goods* or any damage to the *goods* during delivery does not affect *your* obligations under this *contract*. *You* acknowledge that we have not given any warranty as to the anticipated date of delivery of the *goods*.

## 5. Location and use of *goods*

- 5.1 The *goods* must be kept in *your* possession and control at all times and you must not part with possession or lose control of the goods without our prior written consent.
- 5.2 Subject to clause 5.3 the *goods* must be kept at the *premises* or such other place as we may approve.
- 5.3 Where the *goods* are mobile they may be used by *you* within Australia.
- 5.4 The *goods* must not be taken outside of Australia.

- 5.5 You must not affix the *goods* to any property without our prior written consent. Any fixing must be temporary and only to the extent necessary for the proper use of the *goods*. Before affixing the *goods* to the property you must do everything requested by us (including obtaining waivers by other persons who have any interest (including a *security interest*) in the property to which the *goods* are affixed) to ensure that no other person acquires or retains any interest (including a *security interest*) in the *goods* and that we may obtain access to the *goods*.
- 5.6 You must notify us if you wish to change the place at which the *goods* are located or, in the case of mobile *goods*, ordinarily garaged.
- 5.7 You must whenever requested by us:
- (1) notify us of the location of the *goods*;
  - (2) produce the *goods* to us or allow us to enter the place where the *goods* are kept to:
    - inspect the *goods*;
    - confirm the *terms* of this *contract* are being complied with; or
    - exercise any rights under this *contract*.
- 5.8 You must only use the *goods* in accordance with:
- (1) all applicable laws;
  - (2) the supplier's and the manufacturer's specifications, instructions and recommendations;
  - (3) any requirements of the insurers of the *goods*; and
  - (4) your business operations and the purpose for which you told us that you intended to use the *goods*.
- 5.9 You must keep the *goods* registered or licensed whenever it is necessary to do so to use or operate the *goods*.
- 5.10 You assume all risks and liabilities arising from the use and possession of the *goods*.

### 5.11 You agree that:

- (1) you will comply with all *OHS laws* in relation to the *goods*;
- (2) the *goods* are and will during the *term* of this *contract* be and remain under *your* control and are not and will not be under *our* control;
- (3) you will indemnify and keep *us* indemnified against any liability we may incur or any claim that may be made against *us* in respect of any breach or alleged breach of any *OHS law*; and
- (4) the obligations under this clause are in addition to *your* other obligations under this *contract*.

## 6. Ownership of the *goods*

- 6.1 The *goods* remain *our* property. You are a bailee and have no title or interest in the *goods*.
- 6.2 You must not create any *encumbrance* over the *goods*.
- 6.3 You must not do anything which could prejudice or jeopardise *our* rights in respect of the *goods*.
- 6.4 You must not sell, lease, hire, transfer or otherwise dispose of *your* rights in respect of the *goods* or attempt to do so without *our* prior written consent.
- 6.5 Any replacement or repair or addition to the *goods* forms part of the *goods* and becomes *our* property. You must ensure any replacement part or addition is not subject to a *security interest*.
- 6.6 If you want *us* to acquire software in conjunction with the *goods* then you must:
  - (1) inform *us* of this when asking *us* to hire the *goods* to you; and
  - (2) set out the price of the software separately.
- 6.7 If we agree to *your* request to acquire software in conjunction with the *goods* then:



- (1) we will acquire the software as *your* agent or in such capacity or on such *terms* as we otherwise determine in *our* sole discretion;
- (2) *rental instalments* will be calculated as if the cost of the software forms part of the cost of the *goods*;
- (3) the definition of *goods* is deemed to include the software or the interest in the software which we acquire;
- (4) *you* will be responsible for obtaining any necessary approvals to entitle *you* to use the software;
- (5) *you* will be responsible for ensuring compliance with all licences or the conditions of use relating to the software;
- (6) *our security interest* in the *goods* will be taken to extend to and include a *security interest* in the software.

6.8 If *you* lease or hire *goods* to other persons in accordance with clause 6.4 (because *you* obtain *our* prior written consent), *you* must:

- (1) ensure that any lease or hiring arrangement with other persons is not a PPS Lease (as defined in the *PPSA*) or if it is *you* must perfect and continuously maintain perfection of any *security interest* that forms part of the *goods* (including perfecting a purchase money security interest);
- (2) have the terms on which *you* lease or hire the *goods* approved by *us* before *you* enter into the lease or hiring arrangement;
- (3) require the other person to acknowledge our *security interest* in the *goods* and that its interest in the *goods* is subject to or subordinate to our *security interest*;
- (4) give *us* possession of any chattel paper (as defined in the *PPSA*) relating to a lease or hiring arrangement or ensure any such chattel paper is marked in such a way that

no other person could take possession of it without acquiring actual or constructive knowledge of *our security interest*.

## 7. Repair and maintenance of *goods*

- 7.1 *You* must at all times keep the *goods* properly serviced, in proper working order and condition and in good and substantial repair.
- 7.2 *You* must maintain and service the *goods* in accordance with the supplier's and the manufacturer's specifications and any requirements of any insurers.
- 7.3 *You* must not without *our* consent make any replacement, alteration or addition of any nature to the *goods* which may lead to a reduction in the value of the *goods*.
- 7.4 *You* must provide *us* with a written statement disclosing all defects in the *goods* whenever requested and whether or not this *contract* has expired or *terminated*.
- 7.5 All repairs to and maintenance of the *goods* must be carried out by suitably qualified personnel at *your* expense.

## 8. Loss or damage to the *goods*

- 8.1 *You* bear the entire risk of loss or damage to the *goods*.
- 8.2 *You* must notify *us* immediately if the *goods* are totally or substantially lost, damaged or seized.
- 8.3 If the *goods* are totally lost or damaged or seized, then we may at *our* option *terminate* this *contract*. If that occurs, then:
  - (1) *you* must pay an amount equal to the *balance due* and any other amounts payable on *termination* of this *contract*; and
  - (2) we will give *you* credit if and when received for any insurance or other moneys received in relation to the loss, damage or seizure.

8.4 If any part of the *goods* is lost, damaged or seized, then we may at *our* option *terminate* this *contract* in relation to those *goods*. If that occurs then:

- (1) *you* must pay *us* the *balance due* in regard to that part or parts; and
- (2) we will give *you* credit if and when we receive any insurance or other moneys received in relation to that loss, damage or seizure.

We may determine the *balance due* in regard to that part by reference to the portion of the value, utility or other relevant measure of the *goods* which are lost, damaged or seized. If *you* request *us* to do so, we will inform *you* in writing of the basis of this calculation.

8.5 If the *goods* are damaged but we do not *terminate* this *contract*, then:

- (1) *you* must ensure that the *goods* are restored at *your* expense to good working order and condition;
- (2) replacement goods form part of the *goods* under this *contract*; and
- (3) any proceeds of insurance required by *us* must be applied towards repair or replacement of the *goods*.

8.6 Where this *contract terminates* in respect of only part of the *goods*, the *contract* will continue in respect of the remainder of the *goods* at a revised *rent* (including the final *rental instalment*) and in the case of a *finance lease contract* a revised *residual value*, as calculated by *us* and advised to *you* having regard to the proportion of the *value*, utility or other relevant measure of the *goods* which has not been so damaged, destroyed or seized. If *you* request *us* to do so, we will inform *you* in writing of the basis of this calculation.

## 9. Insurance

9.1 *You* must effect and maintain at all times during the *term* or any holding over:

- (1) insurance of the *goods* for their full replacement value; and
- (2) such other insurance that we may require.

9.2 Insurances must:

- (1) be on terms approved by *us*;
- (2) be with an insurer approved by *us*;
- (3) note *our* interest as owners of the *goods*; and
- (4) be for such risks as we may specify.

9.3 *You* must pay all insurance premiums and other charges in relation to the insurance.

9.4 When requested by *us*, *you* must provide to *us*:

- (1) satisfactory evidence that the insurances referred to in this clause have been effected;
- (2) satisfactory evidence that all premiums in respect of such insurance are paid up and current; and
- (3) all such other information in relation to the insurance as we may require.

9.5 *You* must not:

- (1) vary any insurances without *our* consent;
- (2) do or permit to occur anything which may prejudice any insurance or any claim under that insurance; or
- (3) enforce, conduct, settle or compromise any claim under any insurance without *our* consent.

9.6 *You* must immediately notify *us* of any event which may lead to a claim under any insurances. *You* must comply with all *our* directions in respect of any such claim.

9.7 We are entitled to receive all moneys payable to *you* or to *us* under any insurance in respect of damage to or loss of the *goods*.

## 10. Representations and warranties

### 10.1 You represent and warrant to us that:

- (1) you have full power and authority and have done all things necessary to permit you to enter into this *contract*;
- (2) the signing or performing of *your* obligations under this *contract* will not cause you to be in breach of any other arrangements that you may have and do not require any consent or approval from any other person;
- (3) all documentation provided by you to us, including any copy or facsimile of invoices issued to us by the supplier or seller of the *goods* are true and correct copies;
- (4) no *breach of an essential term* or event which with the giving of *notice* or lapse of time or both would be a *breach of an essential term* has occurred or having occurred subsists; and
- (5) all of the financial information provided by you to us provides a true and fair view of *your* financial position and no material adverse change has occurred since the time of preparation of that financial information.

### 10.2 You warrant to us that the representations in this clause are true and correct at the *commencement date* and will remain so during the *term*.

## 11. Exclusion of warranties

### 11.1 You acknowledge that, to the full extent permitted by law we do not and nor does any person acting with *our* authority, give any warranty or representation whatsoever in *your* favour:

- (1) as to the condition or quality of the *goods*;
- (2) as to whether the *goods* have any defects whether latent or otherwise;
- (3) as to the suitability or fitness for the ordinary or any special purpose of the *goods*;

- (4) as to whether the *goods* correspond with any description of them;
- (5) as to the taxation treatment of the *goods*, the *rent* or any other matters relating to the *contract*.

11.2 If this *contract* is an *asset purchase contract* and you exercise the option to purchase the *goods* contained in this *contract*, then on its sale to you consequent upon the exercise of that option we do not make any representations or warranties with respect to the merchantability, condition, quality, durability or suitability of the *goods* in any respect.

11.3 Any provision which is deemed to be incorporated into this *contract* is excluded, restricted or modified to the fullest extent permitted by law.

11.4 Your obligations under this *contract* continue despite any defect in the *goods* or the breakdown (whether completely or partially) of the *goods*.

11.5 We are not liable to you for:

- (1) any loss or damage caused directly or indirectly by the *goods*, by any inadequacy of the *goods* or any defect in the *goods* or from the use or condition of the *goods*;
- (2) any statement regarding your rights or positions under this *contract* including in relation to any law relating to taxation. You are advised to obtain your own independent legal and financial advice in relation to this *contract*.

11.6 Nothing in this *contract* is extended to exclude, restrict or modify any of our statutory obligations that cannot be lawfully excluded, restricted or modified.

11.7 Should we be liable for a breach of a condition or warranty implied by law which cannot be excluded then our liability for such breach (including consequential loss which you may sustain) is to the fullest extent permitted by law limited to:

- (1) the replacement or re-supply of the *goods*;  
or
- (2) the payment of the cost of replacing the *goods* or acquiring other similar *goods*.

## 12. Return of *goods*

- 12.1 You must at *your* own cost return the *goods* on the *termination* or *expiration* of this *contract* to the place specified by *us*. If this *contract* is an *asset purchase contract* then the obligations under this clause 12 do not apply if *you* have exercised the option to purchase the *goods* in clause 13.
- 12.2 The *goods* when returned must be in good working order and repair (fair wear and tear excepted) and in accordance with the terms of this *contract*.
- 12.3 You must sign any documents and do anything we require to properly return the *goods* to *us* including:
  - (1) returning all operating manuals and documents; and
  - (2) transferring to *us* all licences, approvals, consents, authorisations and certificates of registration relating to the *goods*.

## 13. Option to purchase

- 13.1 The provisions of this clause only apply if this *contract* is an *asset purchase contract*.
- 13.2 You have an option at any time during the *term* or at *expiration* of this *contract* to purchase the *goods*.
- 13.3 The option to purchase the *goods* may be exercised by *you*:
  - (1) during the *term* by giving *notice* to *us* and paying to *us* the *balance due*; or
  - (2) on *expiration* by paying to *us* the final *rental instalment*.
- 13.4 Upon *you* complying fully with the provisions of clause 13.3, we will sell the *goods* to *you*. On such sale, this *contract terminates* and title to the *goods* passes to *you*.

### 13.5 The option to purchase under this clause:

- (1) may not be exercised without *our* consent where a *breach of an essential term* subsists; and
- (2) ceases upon *termination* of this *contract*.

## 14. *Termination and repossession*

### 14.1 If a *breach of an essential term* occurs we may without prejudice to *our* other rights:

- (1) treat this *contract* as repudiated;
- (2) accept such repudiation; and
- (3) by *notice* terminate this *contract* and *your* right to possession of the *goods*.

This right may be exercised notwithstanding any delay or previous waiver by *us*.

### 14.2 If a *breach of an essential term* occurs we are relieved from any further liability to perform any of *our* obligations under this *contract*.

### 14.3 If we *terminate* this *contract* under this clause, then:

- (1) we are entitled to immediately repossess the *goods*; and
- (2) we may enter upon any place where the *goods* are or where we suspect the *goods* are for the purpose of such repossession.

### 14.4 If we determine that circumstances are such that giving *notice of termination* is impractical or would adversely affect *our* rights (including *our* right to possess the *goods*) we may *terminate* this *contract* and *your* right to possession of the *goods* without the need for any *notice*.

### 14.5 Nothing in this clause affects *our* obligation to give any *notice* that we are required at law to give.

## 15. *Residual value*

### 15.1 This clause 15 only applies if this *contract* is a *finance lease contract*.



- 15.2 If upon *termination* or expiration of this *contract* you return the *goods* to *us*, then you must pay to *us* on demand the amount of money by which the *residual value* exceeds the *value of the goods*. If the *value of the goods* exceeds the *residual value* you have no claim or interest in such surplus.
- 15.3 If upon *expiration* or *termination* of this *contract* you fail to return the *goods* to *us*, then you must pay to *us* on demand by way of liquidated damages the *residual value* of the *goods*. If we subsequently obtain possession of the *goods*, then we will apply the sum representing the *value of the goods* in reduction or satisfaction of *your* indebtedness under this *contract*, (or in repayment of any payment made by *you* under this *contract*) but you have no interest or claim in any surplus.
- 15.4 If this *contract* is *terminated* prior to the expiry of the *term* then the *residual value* for the purpose of this clause is the *present value* at the date of *termination* of the amount specified in the *schedule* as the *residual value*.
- 15.5 Any payment by *you* under this clause is in addition to other amounts payable under this *contract* and is to indemnify *us* against loss we may suffer.

## 16. *Termination prior to expiry of the term*

- 16.1 If this *contract* is *terminated* by *us* you must in addition to other amounts payable under this *contract* pay on demand as liquidated damages the *balance due*.
- 16.2 If this *contract* is an *asset purchase contract* and we have obtained possession of the *goods* then the *balance due* is reduced by the *value of the goods*. If the *value of the goods* exceeds the *balance due* then subject to *our* rights under clause 29 such surplus must be paid to *you*.
- 16.3 Amounts payable under clause 16.1 are, for any *finance lease contract*, in addition to any amounts payable under clause 15.

- 16.4 Payments under clause 16.1 are to indemnify *us* for losses sustained in respect of *rental instalments* not then accrued due.

## 17. *Overdue interest and costs*

- 17.1 You must pay *us* on demand any costs incurred by *us* arising out of any default by *you* under this *contract* or arising out of *our* enforcing *our* rights under this *contract* including *our* rights upon *expiration* or *termination* of this *contract*.
- 17.2 If *you* fail to pay any money payable under this *contract* when due (or on any judgment in respect of which those moneys become merged) then *you* must pay interest at the *higher rate* on that amount.
- 17.3 Interest at the *higher rate* is calculated from the date such moneys become payable until the date of actual payment and is payable on demand.

## 18. *Remedy of breaches by you*

- 18.1 If *you* breach any of *your* obligations under this *contract* we may at *our* discretion (but without having any obligation to do so) take such steps as we consider necessary to remedy such breach.
- 18.2 You acknowledge that we may do anything *you* should have done under this *contract* which *you* have not done, or which we consider *you* have not done properly.
- 18.3 Any costs incurred by *us* in exercising *our* rights under clause 18.1 incur *interest* at the *higher rate* from the date of payment by *us* until the date of repayment by *you*. Such money is payable on demand.

## 19. *Duties and taxes*

- 19.1 You must pay all stamp duty and other duty or taxes and any fees which in any way relate to this *contract*, any supply made under this *contract* or any transaction contemplated by this *contract* or the registration of this *contract* or any *security interest* related to it.

- 19.2 Unless GST is expressly included, a payment under this *contract* for any supply made under or in connection with this *contract* does not include GST. To the extent that any supply made under or in connection with this *contract* is a taxable supply, the GST excluded consideration otherwise payable or provided for that supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of such supply and subject to receipt of any tax invoice if required, is payable at the same time.
- 19.3 If payment to a party under this *contract* is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of such loss, cost or expense incurred by that party, then payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 19.2.
- 19.4 Payments under this clause must be made at the time that the act or supply giving rise to such liability occurs.

## 20. Tax indemnity

- 20.1 You acknowledge that the *rent* and other moneys payable in connection with this *contract* have been calculated on the basis:
- (1) that we will be entitled to claim a deduction for depreciation in respect of the *goods* under any laws relating to income tax; and
  - (2) of the rates of duty and tax applicable at the date of this *contract*.
- 20.2 If *our* liability for income tax is increased or is payable earlier because deductions at the depreciation rates which we have relied upon for calculation of the *rent* are not for any reason allowed in full at the times when they would normally have been allowed, (or in the case of a *finance lease contract* the *residual value* is not approved by the relevant authorities) or if the rate of any duty or tax in connection with this *contract*

(other than income tax on *our* net taxable income) is increased, then *you* must pay to *us* on demand an amount which will result in the after tax yield to *us* being the same as it would have been but for such increase or acceleration in liability.

- 20.3 Indemnities in this clause continue in full force and effect notwithstanding any *termination* or expiry of this *contract*.

## 21. Application of moneys

- 21.1 We will apply all moneys received by *us* in respect of this *contract* in the following order:

- (1) firstly, in payment of *our* costs;
- (2) secondly, in payment of any other expenses in relation to the *goods* that we are empowered under this *contract* to appropriate and think fit to pay; and
- (3) thirdly, towards payment of the amounts due to *us* under this *contract*.

## 22. Power of attorney

In consideration of *us* entering into this *contract* *you* irrevocably appoint *us* and each *authorised officer* severally as *your* attorney for the purpose of doing all things which *you* are obliged to do or which we are empowered or authorised to do under this *contract*.

## 23. Trustee

- 23.1 The provisions of this clause apply if *you* or any *guarantor* enter into this *contract* (including the *guarantee* contained in this *contract*) as the *trustee* of a *trust*.
- 23.2 Each *trustee* enters into this *contract* both in its personal capacity and its capacity as *trustee* of the *trust*.
- 23.3 Each *trustee* warrants to *us* that:
- (1) it is the sole *trustee* of the *trust*;

- (2) no action has been taken to remove or replace it as *trustee*;
- (3) the *trustee* has full power under the *trust* deed to enter into this *contract* and to perform its obligations under this *contract*;
- (4) all necessary actions have been taken to authorise the entering into and performance of this *contract*;
- (5) this *contract* is entered into as part of the due and proper administration of the *trust* and is for the benefit of the beneficiaries;
- (6) the *trustee* has the right to be fully indemnified out of the *trust* fund and no action has been taken to restrict the limit of that right;
- (7) the *trust* has not terminated nor has any event for the vesting of the *trust* assets occurred; and
- (8) *our* rights under this *contract* rank in priority with the claims of the beneficiaries under the *trust*.

23.4 Except with *our* prior written consent:

- (1) the *trust* deed must not be varied;
- (2) the *trustee* must not retire as *trustee* of the *trust* or appoint any new or additional *trustee*; and
- (3) the *trustee* must perform its obligations under the *trust* and not be in default.

23.5 Except as provided for in clause 23.6 the *trustee* must not distribute, transfer or set aside any part of the income or the capital of the *trust*.

23.6 Until the first to occur of:

- (1) Written *notice* from *us*; or
- (2) the occurrence of a *breach of an essential term*, the *trustee* may distribute the income but not the capital of the *trust* in accordance with the *trust* deed.

## 24. Farm *goods*

24.1 If the provision of any legislation relating to farmers, farm business or operations or farming equipment or machinery (applicable legislation) applies to this *contract* and:

- (1) we are required to give any *notice* in addition to that provided for in this *contract* or provide *notice* for a longer period than provided for in this *contract*;
- (2) the maximum amount we may recover from *you* is subject to any limitation or retention; or
- (3) any of *our* rights against *you* is subject to any restriction or limitation;

then

- (4) we must give *you* the *notice* which complies with the applicable legislation;
- (5) the maximum amount we can recover from *you* is the lesser of the amount specified in the applicable legislation and the amount provided for in this *contract*; and
- (6) we must exercise *our* rights under this *contract* subject to *your* rights under the applicable legislation.

24.2 *You* must disclose to *us* (if *you* have not already done so) if:

- (1) *you* are or become a farmer within the meaning of the applicable legislation;
- (2) the *goods* are or are intended to be used in connection with a farming business or operation within the meaning of the applicable legislation; or
- (3) the *goods* are or become farm equipment or farm machinery within the meaning of the applicable legislation.

## 25. Commission

- 25.1 *You acknowledge that where you have been introduced to us by a broker:*
- (1) *the broker has not acted as our agent to negotiate and enter into this contract;*
  - (2) *the broker is not authorised to make any representations or warranties to you on our behalf regarding this contract or impose any obligations on us;*
  - (3) *we may pay commissions or fees or remuneration to that broker; and*
  - (4) *in calculating the rent payable by you under this contract, payments to the broker may be taken into consideration.*

## 26. General

- 26.1 *Acceptance of any payment by us after we have become aware of any default under this contract or any breach of an essential term is without prejudice to the exercise by us of our powers under this contract. Acceptance does not operate as an election by us either to exercise or not exercise any of our rights or powers under this contract.*
- 26.2 *You and any guarantor must give us information or documents we ask for about:*
- (1) *your or all of the guarantors' financial positions; and*
  - (2) *the goods.*
- 26.3 *You must not assign or otherwise transfer or deal with your rights and interests under this contract to any person without our prior written consent.*
- 26.4 *We may at any time assign our rights and interest under this contract including the guarantee and you consent to us novating our obligations under this contract to any person at any time. We may also grant a security interest over the goods or our rights under this contract.*

- 26.5 If any provision of this *contract* is or at any time becomes void or unenforceable the remaining provisions will remain in full force and effect. Any void or unenforceable provision will be replaced or if not replaced then read down by a lawful and enforceable provision which so far as possible achieves the same economic benefit or burden for *us* and *you* as the unlawful or unenforceable provision was intended to achieve. All *your* obligations under this *contract* survive the *expiration* or *termination* of the *contract* to the extent required for their full observance and performance.
- 26.6 If any law requires *you* or any *guarantor* to make any deduction or withholding from any payment in respect of this *contract* or the *guarantee* then:
- (1) *you* or any *guarantor* must pay to *us* such additional payments as are necessary to ensure that after the withholding or deduction we receive the sum equal to the sum we would have recovered if no deduction or withholding had been made; and
  - (2) *you* and any *guarantor* indemnify *us* against any failure by *you* or any *guarantor* to make such deduction or withholding.
- 26.7 Time is of the essence in respect of *your* obligations under this *contract*.
- 26.8 No failure or delay on *our* part to exercise any rights or powers under this *contract* will operate as a waiver of that right or power. We may only waive *our* rights under this *contract* in writing signed by an *authorised officer*.
- 26.9 *You* must at *your* expense do any further act and execute any further documents which we may reasonably request to protect *our* title to the *goods* and *our* rights and remedies under this *contract*.
- 26.10 *You* and each *guarantor* authorise *us* to:
- (1) fill in any blanks in this *contract* and any document signed in connection with this *contract*; and



- (2) make any amendments to any of this *contract* and any document signed in connection with this *contract* to accurately reflect or give effect to the *terms* of this *contract* which have been agreed with *us*.

## 27. Proper law

- 27.1 This *contract* is governed by the laws of the *state* and the laws of the Commonwealth of Australia.
- 27.2 *You* irrevocably submit to the non-exclusive jurisdiction of the courts of the *state*.

## 28. Security

- (1) Where it is agreed that *your* obligations under this *contract* are to be secured by any *security* then moneys secured by that *security* include all moneys owing under this *contract* or in consequence of the *termination* of this *contract*.
- (2) Where it is agreed that the obligations of any *guarantor* in relation to this *contract* are to be secured by any *security* then moneys secured by that *security* include all moneys owing under the *guarantee*.

## 29. Set-off and combination of accounts

- 29.1 We may at any time at *our* discretion apply and set-off any amounts owing by *us* to *you* or to any *guarantor* for any reason against any amounts owing or which may become owing by *you* to *us* on any account including but not limited to this *contract*.
- 29.2 We will promptly inform *you* if we exercise *our* rights of set-off contained in this clause or if we combine any accounts.
- 29.3 *You* must not set-off any amount that *you* owe to *us* against any amount that we owe to *you*.

## 30. Evidence

A certificate signed by an *authorised officer* is prima facie evidence of the matters set out in that certificate.

## 31. PPSA

31.1 If Chapter 4 of the *PPSA* would otherwise apply to the enforcement of this *contract* you agree the following provisions of the *PPSA* will not apply to the enforcement of this *contract*:

- (a) section 95 (*notice of removal of accession*), to the extent that it requires *us* to give a *notice to you*;
- (b) section 96 (when a person with an interest in the whole may retain an accession);
- (c) section 125 obligation to dispose of or retain collateral);
- (d) section 130 (*notice of disposal*), to the extent that it requires *us* to give a *notice to you*;
- (e) paragraph 132(3)(d) (contents of statement of account after disposal);
- (f) subsection 132(4) (statement of account if no disposal);
- (g) section 142 (redemption of collateral);
- (h) section 143 (reinstatement of security agreement).

31.2 Despite clause 34 *notices* or documents requires or permitted to be given to *us* for the purposes of the *PPSA* must be given in accordance with the *PPSA*.

31.3 You consent to *us* effecting a registration on the *PPSR* (in any manner we consider appropriate) in relation to any *security interest* arising under or in connection with or contemplated by this *contract* and you agree to provide all assistance reasonably required to facilitate this.

- 31.4 You waive the right to receive any *notice* under the *PPSA* (including *notice* of a verification statement) unless the *notice* is required by the *PPSA* and cannot be excluded

## 32. *Code of banking practice*

- 32.1 The *code of banking practice* applies to this contract if you are an individual or a “small business” as referred to in the *code of banking practice*.

- 32.2 The *code of banking practice* requires us to draw your attention to the availability of general descriptive information concerning our banking services and cheques. This includes the information about:

- (1) account opening procedures;
- (2) the identification requirements of the Financial Transactions Reports Act 1988 (Cth);
- (3) options available under the Tax File Number legislation;
- (4) our obligations regarding the confidentiality of your information;
- (5) complaint handling procedures;
- (6) bank cheques;
- (7) the advisability of you informing us promptly when you are in financial difficulty; and
- (8) the advisability of your reading the terms and conditions applying to this banking service.

Some of this information is contained in this document. This information is also set out in full in the Bendigo Bank Business Accounts and Facilities Terms and Conditions document. A copy of the Bendigo Bank Business Accounts and Facilities Terms and Conditions document can be obtained by contacting any Bendigo Bank branches, by telephoning 1300 236 344 or by visiting [www.bendigobank.com.au](http://www.bendigobank.com.au)

### 33. *Guarantee and indemnity*

33.1 In consideration of *us* at the request of the *guarantor* entering into this *contract*, the *guarantor* guarantees to *us*:

- (1) the due and punctual performance by *you* of *your* obligations under this *contract* or any holding over pursuant to this *contract*; and
- (2) payment of all moneys owing under this *contract* or consequent upon the expiration or *termination* of this *contract*.

33.2 As a separate obligation the *guarantor* indemnifies *us* against any loss or damage which we suffer or sustain as a result of the non-payment of any money or the non-performance of any of *your* obligations under this *contract*, any holding over pursuant to this *contract* or consequent upon *termination* or *expiration* of this *contract*.

33.3 The obligations of the *guarantor* under this *guarantee* are principal obligations imposed on the *guarantor*. We have the right to make a claim or demand upon the *guarantor* pursuant to this *guarantee* without having first taken any proceedings against *you* or any other person.

33.4 The *guarantor's* obligations under this *guarantee* are not impaired or discharged by:

- (1) any variation (with or without the consent of the *guarantor*) of this *contract*;
- (2) any breach, wilful or otherwise of any of *your* obligations under this *contract* whether or not with the consent or knowledge of *you* or any *guarantor* or *us*;
- (3) the granting of any time, credit, indulgence or concession to *you* or to any *guarantor*;
- (4) the fact that the whole or any part of the moneys payable by *you* under this *contract* may not be or may cease to be recoverable from *you* or from any other *guarantor*;
- (5) the fact that *you* or any other *guarantor* may be discharged from all or any of *your*

obligations to pay any moneys under this *contract* for any reason other than that the same have been in full;

- (6) *you* or any *guarantor*, being an individual, dies, suffers from any mental incapacity or becomes *insolvent under administration*;
- (7) *You* or any *guarantor* being a company become an *externally administered body corporate*;
- (8) the avoidance for any reason of any payment by *you* or on *your* behalf or by any *guarantor*;
- (9) the fact that any person who was intended to execute this *contract* as *guarantor* or otherwise to become a co-surety for *your* obligations under this *contract* has not done so;
- (10) the transfer or assignment of the benefit of this *contract* including this *guarantee* to any person or corporation;
- (11) any other matter or thing which but for this provision could or might operate to abrogate or reduce *your* liability as *guarantor*.

33.5 *Our* rights under this *guarantee* are in addition to and do not merge with or affect any other securities now or subsequently held by *us* from *you* or from the *guarantor* from any other person.

33.6 We are not obliged to marshal in favour of the *guarantor* any security held by *us* or any other funds or assets that we may be entitled to receive or to have a claim upon.

33.7 Any security now or subsequently held by any *guarantor* from *you* for *your* obligations to indemnify that *guarantor* against liability under this *guarantee* must be held by the *guarantor* in *our* favour and at the cost of the *guarantor* as security for the *guarantor's* liability to *us*. The *guarantor* must upon request deposit that security with *us* or assign it by way of security to *us*.

- 33.8 The *guarantor* must not compete with *us* for any dividend or distribution in any winding up, scheme of arrangement or management or administration of *you* or claim any set-off or make any counter-claim against *you*.
- 33.9 All moneys received by *us* which are capable of being applied by *us* towards payment of any moneys then due, or which may become due under this *contract* must be regarded as payments in gross. The *guarantor* has no right to claim the benefit of any moneys so received until we have received the whole of the moneys due or which may become payable to *us* under this *contract*.
- 33.10 Where the *code of banking practice* applies to this *contract*, and the *guarantor* is an individual, the following additional provisions apply.
- (1) The *guarantor's* liability under this clause 32 is limited to the amount equal to the total *rent* stated in the *schedule* plus GST, plus:
    - (a) any costs;
    - (b) any *overdue interest*; and
    - (c) if this *contract* is a *finance lease contract*, the *residual value* plus GST.
  - (2) Our rights under clause 32.3 to make a claim or demand upon the *guarantor* pursuant to this *guarantee* without having first taken any proceedings against *you* are subject to the *code of banking practice*.

## 34. Notices

- 34.1 Any *notice* under this *contract* must be in writing.
- 34.2 Any *notice* required to be given to *you* or any *guarantor* under this *contract* may be given by *us* in any of the following ways:
- (1) in the case of an individual, personally;
  - (2) in the case of a company, by leaving it at the registered office or principal place of business; or
  - (3) in all cases:

- (a) by transmitting it by facsimile to *you* or any *guarantor*; or
- (b) by leaving or posting it by prepaid post to *you* or any *guarantor's* address.

34.3 Any *notice* may be delivered to:

- (1) *you* at *your* address set out in the *schedule*;  
or
- (2) a *guarantor* at the *guarantor's* address set out in the *schedule*,

or such other address as may be notified by *you* or any *guarantor* to *us* from time to time.

34.4 A *notice* may be signed on behalf of *us* by an *authorised officer*.

34.5 Subject to any laws that may provide otherwise *you* or any *guarantor* will be taken to have received a *notice* under this *contract*:

- (1) if the *notice* is sent by prepaid post, two business days after posting; or
- (2) if the *notice* is sent by facsimile when the facsimile confirmation of that message is received.

34.6 Subject to any law that provides otherwise a *notice* from *you* or any *guarantor* to *us* must be in writing and sent to *us* at *our* address in the state shown in the *schedule*.

34.7 We are not deemed to receive a *notice* under this *contract* until we actually receive the *notice* in legible form.

## 35. Variation of standard terms and conditions

We may change these *standard terms and conditions* at any time. If any law regulates that change, we may only make changes to the extent permitted by, and subject to, the requirements of that law. Changes to fees are dealt with in clause 3. Any other change takes effect from the earlier of the date *you* receive written *notice* of the change or the date we publish details of the change by advertisement in a national newspaper.

## 36. Statements

We will not provide periodic statements of amounts owing and/or paid by *you* under this *contract*.

## 37. Privacy

- 37.1 Where *you* comprise more than one person, *you* agree that each of *you* may have access to information about this *contract* without the consent of the other parties.
- 37.2 *You* acknowledge that where *you* have been introduced to *us* by a *broker*, *you* authorise *us* to disclose to that *broker* information about *your* application, credit file or other personal information held by *us*.
- 37.3 Clause 37.4 applies if *you* are an individual or, if *you* are not an individual, to individuals about who we collect personal information in relation to *your contract*. *You* agree to show this clause to all individuals who *you* have authorised to deal with *us* in relation to *your contract*.
- 37.4 We are committed to ensuring *your* privacy is protected and understand *your* concerns regarding the confidentiality and *security* of personal information *you* provide to *us*. We collect and use *your* personal information in order to provide *you* with financial products and services. To do that we may disclose *your* personal information to regulatory bodies or government agencies in order to verify *your* identity or to authenticate a document *you* provide to *us*. We may also disclose *your* personal information to organisations that carry out functions on *our* behalf, such as mailing houses and information technology service providers. Confidentiality agreements with those entities ensure this information is only used to carry out functions on *our* behalf. We may also share personal information regarding any one or more of *you* with prospective or existing guarantors or indemnifiers of any obligations of *you*. This information may also be shared with the Bendigo and Adelaide Bank Group and our joint



venture partners so that *you* can be told about other financial products and services offered or distributed by *us*. In most cases *you* will be able to gain access to personal information held by *us*. We will take reasonable steps to amend or correct *your* personal information to keep it accurate and up to date. Our Customer Help Centre will coordinate requests relating to access and correction of *your* personal information. *You* can opt out of receiving marketing material from *us* about other products and services at any time. If *you* opt out, we will continue to make contact with *you* to provide information in relation to *your* existing contract only. If *you* have any concerns or wish to make a complaint regarding the treatment of *your* personal information by *us*, please phone *us* for assistance on 1300 660 550. *You* can obtain more information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website at [www.delphibank.com.au](http://www.delphibank.com.au)

## 38. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF), identification and information requirements

- 38.1 We may delay, block or refuse to make a payment to *you* or to a supplier or seller of goods under this contract if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country. We will incur no liability if we do so.
- 38.2 We may, and *you* consent to *us* doing so, seek verification of *your* identification and identification documents from independent sources and/or third parties.
- 38.3 We may request, and *you* must provide, further documentary evidence of *your* identity as we deem necessary to confirm *your* identity.
- 38.4 We may request that *you* produce, and *you* must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming *your* identity.

- 38.5 In the event that we are unable to properly confirm *your* identity, we may at *our* sole discretion, refuse to make a payment to *you* or to a supplier or seller of *goods* under this *contract* or (if this *contract* is an *asset purchase contract*) refuse to allow *you* to exercise the option to purchase the *goods* contained in this *contract* until such time as *your* identity can be confirmed.
- 38.6 We may request, and *you* must provide:
- (1) any other additional information we deem necessary in relation to *your* identity, personal affairs, business dealings and/or the purpose of *your* relationship with *us*; and
  - (2) any information which we reasonably require to comply with any laws in Australia or any other country.
- 38.7 We will keep copies of all documents provided by *you* and will disclose or provide copies of *your* identification documents or any other information provided by *you* to third parties as required by any laws in Australia or any other country.

## 39. Confidentiality

*You* and we agree that the *terms* and conditions of this *contract* and any related documents and information are confidential. *You* and we agree that the content of these documents and such information will not be disclosed except to the extent and for the purposes such disclosure is expressly permitted by this *contract* or required by law (other than section 275(1) of the *PPSA*).

## 40. Definitions

- 40.1 In this *contract* unless the contrary intention otherwise appears:
- (1) *asset purchase contract* means a *contract* determined to be an asset purchase contract in accordance with clause 1.2;

- (2) *authorised officer* means any:
- (a) director or secretary of *us* ;
  - (b) any officer of *us*;
  - (c) any other person from time to time designated by *us* as an *authorised officer*;
- (3) *balance due* means at a relevant time the amount which is the total of:
- (a) all *rental instalments* and other amounts which have accrued due at that time but which are then unpaid;
  - (b) any *overdue interest*; and
  - (c) the sum of the *present value* calculated at that date, of each *rental instalment* which has not then accrued due but would have accrued due if this *contract* had continued for the remainder of the *term*.
- (4) *Bendigo and Adelaide Bank Group* means Bendigo and Adelaide Bank Limited and its related bodies corporate.
- (5) *breach of an essential term* means the occurrence of any of the following:
- (a) *you* fail to pay any *rental instalment* or other monies due under this *contract* where such failure continues for five consecutive *business days* after *notice* from *us*;
  - (b) *you* by *your* conduct or in writing inform *us* that *you* are not or do not intend to be bound by this *contract*;
  - (c) *you* fail to comply with *your* obligations under clauses 5.1,5.4, 6.2, 6.4 or 9.1;
  - (d) if *you* or any *guarantor* fails to comply with any other provision of this *contract* and such failure continues for a period of five consecutive *business days* after *notice* from *us* stipulating such failure;

- (e) we reasonably believe that the *goods* will be removed or concealed by *you* contrary to the provisions of this *contract*;
- (f) *you* make any false, inaccurate or misleading statement in relation to the entering into of this *contract* or any *security* and we acting reasonably are of the opinion that we would not have entered into this *contract* if *you* had not made that false, inaccurate or misleading statement;
- (g) *you* cease or threaten to cease to carry on *your* business or without *our* prior written consent transfer or dispose of all or a substantial part of *your* assets whether voluntary or due to compulsory acquisition;
- (h) *you* or any *guarantor* being a company become an externally administered body corporate or any steps are taken to make *you* or any *guarantor* an externally administered body corporate;
- (i) *you* or any *guarantor* being a natural person become insolvent under administration or a bankruptcy *notice* is filed or any other step is taken to make *you* or any *guarantor* insolvent under administration;
- (j) in *our* opinion there is a material adverse change in *your* financial condition or the financial condition of any *guarantor*;
- (k) *you* are a company and in *our* opinion the effective control of *you* is altered to any material extent from that subsisting at the date of this *contract*;
- (l) the *goods* are abandoned or condemned or seized or appropriated by any lawful authority;

- (m) *you* or any *guarantor* repudiates any other agreement *you* have with *us* for the hiring of goods or the provision of any loan, advance, credit or financial accommodation;
  - (n) default occurs under any *security* given by *you* to *us*; and
  - (o) there is any material breach of any other agreement *you* or any *guarantor* have with *us* and such breach is not rectified after *notice* from *us*.
- (6) *broker* means any broker, dealer or other person who may act, as *your* agent or otherwise, to negotiate and arrange this *contract*;
- (7) *business day* means a week day (except a national public holiday or a public holiday in the state) when we are open for business in the state;
- (8) *code of banking practice* means the code of banking practice published by the Australian Bankers Association in August 2003 and amended in late 2004 (or as it may be amended further from time to time);
- (9) *commencement date* means the date determined as set out in the *schedule*;
- (10) *contract* means this *contract* incorporating these *standard terms and conditions* and the *schedule*. It includes the *guarantee* contained in this *contract*.
- (11) *Corporations Act* means the Corporations Act 2001 (Cth);
- (12) costs includes charges and expenses and costs including all costs of:
  - (a) legal advisers on a full indemnity basis;
  - (b) repossession, storage and inspection of the *goods*;
  - (c) obtaining a valuation of the *goods*; and

- (d) obtaining any other advice in relation to the repossession, storage, repair or disposal of the *goods*;
- (13) *deposit* means, if this *contract* is an *asset purchase contract*, the amount if any specified in the *schedule* as the deposit. It includes both the cash amount and any trade-in or non-cash consideration shown as deposit;
- (14) *encumbrance* means any mortgage, charge, lien, *security interest* or other third party right whatsoever;
- (15) *expiration* in relation to this *contract* means the expiry of the *term*;
- (16) *externally administered body corporate* has the meaning given to it in the *Corporations Act*.
- (17) *finance lease contract* means a *contract* determined to be a *finance lease contract* in accordance with clause 1.2;
- (18) *goods* means all or any part of the *goods* described in the *schedule* and includes any accessories attached to those *goods* and all manuals, log books, maintenance records and licenses held in conjunction with the *goods* and any alterations, additions or modifications of the *goods* or any *goods* acquired in the substitution for the *goods*;
- (19) GST and GST Law has the same meaning they are given in “A New Tax System (Goods and Services Tax) Act 1999 (Cth) except that GST Law also includes any applicable rulings issued by the Commissioner of Taxation;
- (20) *guarantee* means any *guarantee* or indemnity given by a *guarantor*;
- (21) *guarantor* means each person who has guaranteed *your* obligations under this *contract* and includes any *guarantor* referred to in the *schedule* and any person who, whether at the time of entering into this

*contract* or subsequently, *guarantee your obligations under this contract*;

- (22) *higher rate* means a rate of interest which is 2% per annum above the rate of interest that we used for the purpose of calculating the *rent* due under this *contract*;
- (23) *insolvent under administration* has the same meaning as in the Corporations Act;
- (24) *lower rate* means a rate of interest which is 2% per annum below the rate of interest that we used for the purpose of calculating the *rent* due under this *contract*;
- (25) *net proceeds of sale* means the net proceeds of sale received by *us* less all costs in connection with that sale;
- (26) *notice* means any notice, demand or consent;
- (27) *OHS laws* means any laws, regulations or standards relating to occupational health and safety;
- (28) *overdue interest* means interest calculated and payable as provided for in clause 17;
- (29) *PPSA* means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it;
- (30) *PPSR* means the register established under the *PPSA*;
- (31) *premises* means the place where the *goods* are used or ordinarily located as set out in the *schedule*;
- (32) *present value* of an amount is calculated by discounting that amount on a monthly basis at the *lower rate* for the period of whole months by which that amount is brought forward. Calculations are made on a compounding monthly rate of return basis regardless of the actual payment period;
- (33) *rent* means the total *rent* specified in the *schedule*;

- (34) *rent payment date* means a date for payment of a rental instalment as set out in the *schedule*;
- (35) *rental instalment* means an instalment as set out in the *schedule*, including, in the case of an *asset purchase contract*, the final *rental instalment*;
- (36) *residual value*, in relation to a *finance lease contract*, means subject to clause 15.4 the residual value specified in the *schedule*;
- (37) *schedule* means the schedule which incorporates these *standard terms and conditions*;
- (38) *security* means any security given by *you*, any *guarantor* or any other person to secure *your* obligations or the obligations of any *guarantor* under this *contract*;
- (39) *security interest* has the same meaning as in the *PPSA*;
- (40) *standard terms and conditions* means these standard terms and conditions;
- (41) *state* means the state or territory of *our* address specified in the *schedule*
- (42) *term* means the term of this *contract* as set out in the *schedule*;
- (43) *termination* means a *termination* of this *contract* prior to the expiry of the *term* and *terminate* has a similar meaning;
- (44) *trust* means each trust in respect of which *you* or any *guarantor* is a *trustee*. It includes but is not limited to the trusts specified in the *schedule*;
- (45) *trustee* means each person (including any *guarantor*) who enters into this *contract* on behalf of a trust;
- (46) *value of the goods* means an amount determined at *our* option as either:



(a) the net proceeds of sale of the *goods*;  
or

(b) the amount certified to be the bona fide wholesale value of the goods at a date no later than four months after repossession of the *goods* by *us* by a dealer in *goods* of a similar description or a licensed or other competent valuer selected by *us*.

(47) *we, us, our* means Delphi Bank – A Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL / Australian Credit Licence 237879 and its successors and assigns;

(48) *you, your* means the person described in the *schedule* as *you, your* successors and permitted assigns.

40.2 Each term referred to in the *schedule* has, subject to succeeding paragraphs, the meaning given to it in the *schedule*.

40.3 If there is more than one of *you* named in the *schedule* then the liability of each of *you* is joint and several.

40.4 If there is more than one *guarantor* named in the *schedule* then the liability of each *guarantor* is joint and several.

40.5 Words importing the singular number include the plural and vice versa. Any gender includes any other gender.

40.6 References to legislation include all regulations orders proclamations, notices and other requirements under that legislation and include the legislation as consolidated amended, modified or re-enacted.

40.7 Clause headings are for reference purposes only.

40.8 “Include”, “includes” and “including” are not words of limitation.

40.9 A reference to a thing includes all or any part of that thing.

- 40.10 A reference to a person includes a reference to an individual, person, a trust, partnership, joint venture or other incorporated association and corporation or an authority as the case may be and includes that person's executive administrators, successors and permitted assigns.
- 40.11 Where any matter or thing is required to be done by *you* on a day which is not a business day, then it must be done on the preceding day which is a business day. Where the day on which any act, matter or thing to be done is the 29th, 30th, or 31st day of any month and such a day does not occur in that month, then, such act matter or thing must be done on the last business day of that month.
- 40.12 References to clauses are references to clauses of these *standard terms and conditions*.





To find out more

Call **your Delphi Bank Relationship  
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Visit **[delphibank.com.au](http://delphibank.com.au)**

Or ask in branch

This information is current as at 26 February 2016. Before taking up any of Delphi Bank's products or services you should consider if they are appropriate for you. Delphi Bank recommends that you read the respective Terms and Conditions and other Disclosure documents before deciding to acquire or use any of the Bank's products or services. These documents can be obtained at any of our branches or by visiting our website [www.delphibank.com.au](http://www.delphibank.com.au)

Delphi Bank – A Division of Bendigo and Adelaide Bank Limited,  
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