

MyCarPlan Managed Services (via Direct Debit). Terms and Conditions

This document sets out Terms & Conditions upon which MyCarPlan¹ and Smartleasing² provides its retail customer managed lease and loan services to you via direct debit.

1. Definitions and Interpretation

Business Day means a weekday on which banks are open for business in Sydney.

MyCarPlan Managed Services or **Retail Managed Services** are the leasing and/or loan administration services provided to you by MyCarPlan and Smartleasing and include:

- a. provision of information to you to assist you in transitioning your existing novated lease into a post-tax retail arrangement, determination of operating cost budget and products, and provision of information as to how your Retail Managed Lease/Loan will be administered;
- b. administration of your Retail Managed Lease/Loan;
- c. payment of financing and operating costs selected by you that form part of your Retail Managed Lease/Loan via a direct debit arrangement and (where relevant) inclusive of GST;
- d. reporting to you on your Retail Managed Lease/Loan; and
- e. additional services as agreed between MyCarPlan and Smartleasing and you in writing from time to time.

Retail Managed Lease/Loan refers to your vehicle lease/loan, comprised of a financed lease/loan component, operating costs and other products selected by you and administered by MyCarPlan and Smartleasing in accordance with these Terms & Conditions.

The services provided under these Terms & Conditions do not include the provision of financial advice to you.

Upon change in any applicable laws, if it is determined by Smartleasing that the provision of the Retail Managed Services, or any relevant part of the Retail Managed Service, is no longer compliant with any applicable law Smartleasing may discontinue administering the relevant Retail Managed Service or alter the way it is being administered to comply with the relevant laws.

In providing the Retail Managed Services, Smartleasing will comply with its Privacy Policy, accessible at www.smartleasing.com.au/privacy-policy.

2. Acceptance and Term

- a. Retail Managed Lease Services will be provided to you from the date when your completed MyCarPlan application form is received and accepted by MyCarPlan and Smartleasing and until such time when the Retail Managed Service is terminated in accordance with these Terms & Conditions. By completing the application form you are indicating your agreement with these Terms & Conditions.
- b. The application form may be obtained from Smartleasing.
- c. The information provided by you on the MyCarPlan application form must be true, complete and accurate. You must inform Smartleasing immediately of any changes to the information provided by you in the application forms.
- d. You acknowledge that certain changes to your Retail Managed Service arrangements can be made by you notifying Smartleasing over the telephone without the requirement for the change to be effected or confirmed in writing.

¹ MyCarPlan is a registered trading name of Smartsalary Pty Limited ABN 24 096 796 100.

² Smartleasing is a registered trading name of Smartsalary Pty Limited ABN 24 096 796 100.

3. Service and Product providers

- a. Smartleasing engages various third party providers in order to provide the Services to you as part of your Retail Managed Service arrangement.
- b. Smartleasing may change the list of third party providers from time to time and will notify you of any such changes directly. Where your selected provider is removed from the list, Smartleasing may, at its election, substitute such provider with a suitable alternate to provide the product or service to you.
- c. Where you have a previous existing arrangement with a provider not included in Smartleasing's list of providers (including another managed service provider), you will be required to transfer from your provider to one of the providers on Smartleasing panel before you can commence your Retail Managed Service arrangements with Smartleasing.

4. Retail Managed Lease accounts

- a. Upon acceptance of these Terms & Conditions, you acknowledge that you will pay the invoiced amounts that are part of your Retail Managed Service arrangements by direct debit from an Australian bank account nominated by you into a Retail Service Account created and held on Smartleasing's system. All amounts credited to your Retail Services Account will be inclusive of GST.
- b. Monies held in the Retail Services Account will not accrue interest that is payable to you. Smartleasing will be absolutely entitled to all interest on the Retail Services Account.
- c. Monies held in the Retail Services Account for unused Retail Managed Services will be repaid directly to you upon cessation/termination, reconciliation and recovery (including deduction or offset) by Smartleasing of all sums owing to it under the Retail Managed Service arrangements.

5. Fees for administration of Service

- a. The amounts that will be direct debited by Smartleasing will include fees payable by you for administration of the Retail Managed Services.
- b. With respect to these fees you acknowledge and agree that:
 - i. current fees are shown on your MyCarPlan application form;
 - ii. Smartleasing may increase the fees with written notice. If you do not agree to any increase in fees, you may terminate the Retail Managed Services by giving one month's notice in writing to Smartleasing.
 - iii. Smartleasing is authorised to deduct the fees from monies held in the Retail Services Account in priority to other payments.

6. Lease Account administration

- a. You agree to review the confirmation report provided to you by Smartleasing and to notify Smartleasing of any errors or changes required, including, but not limited to, budgeted amounts, scheduled payments, bank account details and the accuracy of your identification details for your vehicle, subject to the Retail Managed Service.
- b. You acknowledge that Smartleasing will bear no loss or any responsibility resulting from any data entry errors where a confirmation report was issued and you were given an opportunity to identify and correct such errors unless you can demonstrate that you have made satisfactory efforts to make Smartleasing aware of such errors.
- c. You must immediately notify Smartleasing of any changes to your bank account details, that will be relied upon by Smartleasing for direct debit purposes. Failure to do so will result in any cost associated with recovering or redirecting payments, as well as any bank fees, interest or charges that result, being charged to you.
- d. Where you send a claim for reimbursement of expenses, you must keep a copy of the claim you submit. Smartleasing will not return any original documentation to claimants, including rejected claims. If you request Smartleasing to return a copy of any transaction submitted, the expense in performing this request will be borne by you. Smartleasing will inform you of any such expense prior to any request being performed. You must inform Smartleasing of any inaccuracy in relation to a claim processed within 2 months of submission of any such claim.

- e. Where you lodge a claim for reimbursement, this claim will be prioritised for payment after payments to third party suppliers have been made, and will be paid as and when all other expenses payable in respect of your Retail Managed Services account do not exceed the funds that have been received by Smartleasing from you via direct debit payments. As a result you may be reimbursed for a claim over a number of invoiced billing (direct debit) cycles.

7. Managed Lease Vehicles

- a. Where you elect to manage your vehicle on the Retail Managed Service benefit through Smartleasing, it is a condition of entering into a Retail Managed Service that you purchase all fuel on a Smartleasing approved fuel card.
- b. The only fuel purchases allowed to be claimed manually are those purchased while awaiting the issue of the Smartleasing approved fuel card or where the card was not able to be used and the purchase was urgent. For this purpose you are able to submit four (4) manual fuel claims per calendar year.

8. Overdrawn Retail Managed Lease account

- a. Where you overdraw your account due to over usage of your fuel card, maintenance or otherwise, Smartleasing may:
 - i. with 3 business days' prior notice to you:
 - 1) cancel your fuel card; and/or
 - 2) cancel your maintenance card; and/or
 - 3) cancel all finance lease and operating payments; and/or
 - ii. with 5 business days' prior notice to you:
 - 1) increase your budgets and costs to you. This will have the effect of increasing the amount we deduct by direct debit, and you authorise Smartleasing to make such changes to your direct debit arrangement.
- b. Where Smartleasing is unable to recover the balance of the overdrawn account in a timely manner in accordance with the methods set out in section 8(a), Smartleasing may, at its sole discretion engage a collection agency to recover the balance of the overdrawn account as debt from you.
- c. All reasonable transaction fees and other costs (including, but not limited to, external debt collection agency fees) incurred by Smartleasing in respect of the recovery will be payable by you.

9. Fringe Benefits Tax

During the period of the Retail Managed Service arrangement no FBT will be calculated or collected. All services as part of the Retail Managed Service accounts will be provided and paid by you in after tax dollars and inclusive of GST.

10. Liability

As a consumer, you may have certain rights and remedies (including without limitation, consumer guarantee rights under the Australian Consumer Law) that cannot be excluded, restricted or modified by agreement.

Nothing in these Terms & Conditions operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would:

- a. contravene that statute; or
- b. cause any term of this agreement to be void.

Non-excludable Obligations

To the extent permitted by law and subject to Non-excludable Obligations:

- a. all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Smartleasing are expressly excluded under these Terms & Conditions;

- b. neither party will be liable to the other for any indirect, incidental, special or consequential damages or any loss of actual or anticipated profits, revenue or business opportunities;
- c. you release and indemnify Smartleasing in respect of any all claims, losses, liabilities, damages, costs or expenses (including legal costs on a full indemnity basis) that may be asserted against, sustained or paid by Smartleasing in connection with:
 - i. any breach by you of your obligations or responsibilities under these Terms & Conditions; and
 - ii. any loss of or damage to property or injury (including death) to persons occurring in connection with the use of the vehicle, subject to the Retail Managed Lease.

In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Smartleasing's liability is not so limited under these Terms & Conditions), Smartleasing's liability to you for a failure to comply with any Non-excludable Obligation is limited to (at Smartleasing's election) supplying the relevant services again or the cost of supplying the relevant services again.

11. Cessation of Retail Managed Services

- a. If you would like to cease your Retail Managed Services, you must provide Smartleasing with no less than 10 business days' written notice specifying the cessation date.
- b. Upon ceasing a Retail Managed Service, it may take up to 6 weeks for Smartleasing to reconcile your leasing account. If you have an outstanding balance on a Smartleasing issued fuel card, the amount will be recovered from your account balance. If you still owe a debt after the balance of your lease account has been applied, Smartleasing will recover this outstanding balance from you in the way of a final direct debit.
- c. On cessation of your Retail Managed Services, Smartleasing will immediately cease provision of the Retail Managed Services to you. You will be responsible to meet any ongoing commitments from the date of such cessation, including your finance lease and or loan payments.
- d. If you in any way misuse a product or service or use it in a manner which is fraudulent or which may constitute a breach of laws and regulations or you become bankrupt, Smartleasing may immediately cease provision of the Retail Managed Service to you.
- e. Subject to clause 12 below, if you fail to comply with these Terms & Conditions in any other way, Smartleasing may cease provision of the Retail Managed Service to you on at least 10 business days' written notice.
- f. Where Smartleasing provides comprehensive insurance, roadside assistance or maintenance services (Vehicle Maintenance Program) through Smartleasing or one of the Smartleasing partners and the Retail Managed Service arrangement with Smartleasing ceases, your comprehensive insurance coverage, roadside assistance and maintenance services will also cease. You will be responsible for ensuring that your vehicle is appropriately insured and other services you may require are arranged by you from:
 - i. the cessation date specified in the notice of cessation provided by you to Smartleasing, in accordance with clause 10(a) above; or
 - ii. the date Smartleasing has ceased your Retail Managed Services in accordance with clause 10(d) or 12 of these Terms & Conditions; or
 - iii. on finance lease or loan maturity or early payout, whichever occurs first.

12. Suspension for non-payment

If you fail to make any payments due to Smartleasing (including where an attempt to direct debit an amount from your bank account fails), Smartleasing may suspend the Retail Managed Services to you with prior notice, unless and until all such overdue payments are made to Smartleasing. If within 5 business days of receipt of notice of suspension, you fail to make the payment, Smartleasing may immediately cease provision of the Retail Managed Service to you.

13. Acknowledgments

You acknowledge that:

- a. Smartleasing may receive payments or commissions from the third-party providers of goods and services who provide such goods and services to you as part of your Retail Managed Service arrangement;
- b. Smartleasing is not required to make payments for benefits forming part of your Retail Managed Services or otherwise if there are insufficient funds to make such payments in the Retail Services Account and will not be liable for any penalties, interest or other charges payable due to any delay in payment resulting from insufficiency of funds in the Retail Services Account;
- c. all information provided to Smartleasing is true and accurate and where any incorrect bank account information is provided, any bank fees and administration costs resulting from that error will be deducted from your Retail Service Account;
- d. you have read the rules for each product provided by Smartleasing as part of the Retail Managed Services from time to time and will abide by those rules, product details including Product Disclosure Statements and product Terms and Conditions can be found in the 'Optional Extras' section of the Smartleasing website: www.smartleasing.com.au
- e. these Terms & Conditions are updated from time to time by Smartleasing and by continuing to use the Retail Managed Services you are deemed to accept these changes and you are bound by the most current version. If you disagree with any such changes to the Terms & Conditions, you can elect to discontinue the provision of the Retail Managed Services to you and the Terms & Conditions applicable immediately prior to the cancellation by you of the Retail Managed Services will apply to the relationship between you and Smartleasing;
- f. you have had an opportunity to obtain independent financial and tax advice before entering into your Retail Managed Service.

14. Authorisation to Smartleasing

You authorise Smartleasing to:

- a. in its discretion, change the components of your Retail Managed Services without specific authorisation from you so as to ensure that the Retail Managed Services selected and notified by you to Smartleasing are able to be provided;
- b. adjust amount for payment via direct debit in accordance with your Retail Managed Lease arrangements.
- c. record any telephone conversation(s) between you and Smartleasing.

15. General

You may not assign or attempt to assign or charge the benefit of these Terms & Conditions or any rights or obligations to any other person.

If any part of these Terms & Conditions is invalid, void or unenforceable in any jurisdiction, it is severed for that jurisdiction and the remaining provisions of these Terms & Conditions will remain in full force and effect. This clause has no effect if severance alters the basic nature of these Terms & Conditions or is contrary to public policy.

Smartleasing may modify the Terms & Conditions from time to time. If you do not agree to the modified Terms & Conditions you may terminate the agreement in accordance with the existing Terms & Conditions.

The laws of the State of New South Wales shall govern these Terms & Conditions and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia, Sydney, NSW Registry.