

# Internal Finance Agreement Policy

## General Terms & Conditions

Risk in any equipment provided by us or any third party to you for purchase or hire ("Equipment") passes to you upon delivery. You will accept all Equipment on the basis of these Terms and Conditions and any additional terms and conditions notified at the time of delivery.

Title to any Equipment provided for purchase does not pass to you until all amounts owing to us under this agreement and the cost of such Equipment have been paid in full. Until title passes to you, the Equipment will be held by you as Bailee for us.

If the Equipment is installed at premises occupied by you, you must not interfere with the Equipment or its installation.

If the advertised Equipment becomes unexpectedly unavailable, we may supply substitute the Equipment that is substantially equivalent to the original Equipment.

If the advertised Equipment is not technically suitable for your situation, we may supply substitute the Equipment that is substantially equivalent to the original Equipment.

You irrevocably grant to us, our agents, and servants, leave and license without the necessity of giving any notice to enter at any time on and into premises occupied by you using reasonable force if necessary to inspect, search for and re-take possession of any Equipment in respect to which payment is overdue. You shall indemnify us and hold us harmless against any loss or damage suffered by any person or company arising from such possession.

## Termination of agreement

On the termination of this agreement for any reason, you will immediately return all Equipment owned by us or make it available for our collection. Should you fail to do this within 30 days of terminating your services, you will be invoiced for the cost of the Equipment as applicable.

Where you have equipment on premises you occupy which is used by another supplier to provide you with services, we will disconnect that equipment when you transfer the services to us, and we connect our Equipment (if any). You must immediately notify that supplier that you have transferred your services to us and arrange for them to remove their equipment from the premises.

## **Installation and Connection of Equipment**

This clause only applies if we expressly agree to install or connect Equipment.

We will install the Equipment at your site within a reasonable time after the Delivery Date to connect you to the service during normal business hours in your area. You must provide us with safe access.

You must prepare the site for the installation (in accordance with any directions or specifications issued by us at your own expense, including providing:

- Appropriate electricity supply.
- Appropriate electrical and mechanical fittings.
- Appropriate environmental conditions.
- A secure location for the Equipment, including if applicable a suitable point for mounting an external satellite dish without obstructions.
- All relevant facilities for the location of the Equipment.
- Access to all relevant personnel including your technical personnel.
- Where relevant, permission for us and our representatives and agents to enter your site and install the Equipment including making any minor physical modifications reasonably necessary for the purpose.

You warrant to us that as the date of installation and connection to the service, you will have notified any relevant parties and obtained all relevant consents for us to enter onto your site, install Equipment and connect you to your service.

You must indemnify us against any claim made against us, or loss incurred by us (including legal cost on full indemnity basis), in connection with such enter and installation, except to any extent that we cause or contribute to it by:

- Our negligence, or
- Our breach of the Consumer Standards.

You must obtain and maintain, at your expense, any permits, licenses, approvals, authorisations, including local council planning approval required for the installation and operation the Equipment and connection to the service.

If the installation must be rescheduled because you breach this clause, we may take a reasonable charge for our additional costs.

## **Lost, Stolen and Damaged Equipment**

You are responsible for any lost, stolen, and damaged Equipment owned by us, except if it is caused by us or our personnel.

You must pay us for Equipment that is lost, Stolen or damaged, except if it is caused by us or our personnel.