

**SCF**  
**AGREEMENT TO LEASE**

**1. GENERAL**

- 1.1. Providing the Lessee complies in all respects with the terms and conditions of this Agreement, SCF Group agrees to lease Containers to the Lessee:
  - 1.1.1. for the duration of the Hiring Period(s), and
  - 1.1.2. at the Rental Charge(s), as provided in this Agreement.
- 1.2. This Agreement will apply to the Lease of Containers by SCF Group to the Lessee despite any conflicting terms proposed by the Lessee, unless waived in writing by SCF Group.
- 1.3. If the Lessee wishes to lease Containers, the Lessee must request SCF Group to complete a Schedule of Supply. SCF Group will provide the completed Schedule of Supply to the Lessee for approval and, once approved by the parties, will lease the Containers to the Lessee pursuant to the terms of this Agreement. The Lessee acknowledges and agrees that the lease of all Containers by the Lessee pursuant to a Schedule of Supply are governed by this Agreement.
- 1.4. This Agreement is comprised of this Agreement to Lease and the Schedules of Supply. To the extent of any inconsistency between the terms of the documents, the following order of precedence applies:
  - 1.4.1. the relevant Schedule of Supply; then
  - 1.4.2. this Agreement to Lease.

**2. TERM**

- 2.1. This Agreement will apply to the lease of all Containers by SCF Group to the Lessee on and from the Agreement Commencement Date and will continue for the Agreement Initial Term. To avoid doubt, the terms of this Agreement do not affect in any way the terms of lease of any containers leased by the Lessee from SCF Group prior to the Agreement Commencement Date.
- 2.2. If a Hiring Period extends beyond the duration of the Initial Term, this Agreement will continue to apply to those Containers the subject of the extended Hiring Period.

**3. HIRING PERIOD**

- 3.1. The Hiring Period for each Container leased to the Lessee shall commence on the Commencement Date (as per the Schedule of Supply) or the date on which the Container leaves the SCF Group depot, whichever is earlier. The duration of the Hiring Period is for the period specified in the relevant Schedule of Supply.
- 3.2. Providing the Lessee has duly observed and performed all of its obligations under this Agreement and upon giving SCF Group notice prior to the expiration of the Hiring Period, the Lessee may extend the Hiring Period for all or some of the Containers on the same terms and conditions in this Agreement.
- 3.3. If the Lessee fails to exercise its rights to extend the Hiring Period and if SCF Group agrees, the Containers will continue to be leased under the terms and conditions of this Agreement in accordance with clause 3.4 until either party gives one month's notice in writing of its intention to either amend or cease this Agreement.
- 3.4. At the expiration of the Hiring Period initially specified in the Schedule of Supply, the Lessee may, if SCF Group agrees, continue to lease the Containers on a daily basis and subject to the terms and conditions of this Agreement. In these circumstances, SCF Group reserves the right to amend the Rental Charges or other terms and conditions listed on the Schedule of Supply by providing seven days' prior written notice to the Lessee.

**4. RENTAL**

- 4.1. The Lessee shall pay SCF Group the Rental Charge and all other charges specified in the Schedule of Supply and any associated GST, and any other government imposts applicable to this Agreement.
- 4.2. Payment of the Rental Charge and all other charges shall be by direct credit to SCF Group's nominated bank account.

**5. PAYMENTS**

- 5.1. Any monies payable by the Lessee to SCF Group under this Agreement including the Rental Charge must be paid without any set off or counterclaim and free of any deduction or abatement whatsoever.
- 5.2. The Lessee shall pay SCF Group upon demand the reasonable costs and expenses (including debt collection fees and commission and legal costs on a solicitor client basis) incurred or payable by SCF Group in respect of the recovery and any attempted recovery of any monies payable by the Lessee to SCF Group under this Agreement as a result of a breach by the Lessee.
- 5.3. The payment by the Lessee of the Rental Charge and any other moneys payable by the Lessee to SCF Group under this Agreement is an essential term of this Agreement, and unless specified otherwise the Rental Charge is to be paid within 30 days of the date of the Invoice.
- 5.4. If any monies payable by the Lessee to SCF Group under this Agreement are not paid on or by the due date for payment the Lessee shall be liable for:
  - 5.4.1. an administrative charge of \$50 per month or part thereof that each monthly Rental Charge remains in arrears (up to a maximum amount of 5% of the total Rental Charge or such other maximum amount prescribed under consumer credit laws in respect of short term credit); and
  - 5.4.2. interest on the outstanding amount in accordance with the following provisions:
    - 5.4.2.1. The rate of interest shall be that charged from time to time by the NAB on commercial overdraft facilities plus 4.0%pa (but not exceeding any maximum amount prescribed under consumer credit laws in respect of short term credit).
    - 5.4.2.2. The interest will accrue on and from the due date of payment of the outstanding amount up to the date of payment.
    - 5.4.2.3. Interest will be calculated on a daily basis and will be compounded on the last day of each month.

**6. USE OF CONTAINERS**

- 6.1. When using the Containers the Lessee shall:
  - 6.1.1. comply with reasonable handling and operating standards, including any provided by SCF Group;

- 6.1.2. ensure that the Containers are not used for any purpose for which they were not designed;
  - 6.1.3. ensure that any person handling, operating or using the Containers has had any required training and that they will use reasonable care, skill and diligence at all times in doing so;
  - 6.1.4. not load the Containers beyond the load capacity limit specified or recommended for the Containers, and
  - 6.1.5. comply with all applicable laws, statutes and regulations including all rules and practices of ports, storage and transport companies regulating or affecting the use of containers and any goods or substances that can be stored or carried in the Containers.
- 6.2. The Lessee shall ensure that its employees, agents and contractors comply with the provisions of this clause 6 and the Lessee shall be responsible and liable to SCF Group for any failure to comply by its employees, agents and contractors.
- 6.3. Upon request by SCF Group, the Lessee shall provide to SCF Group in writing details of the current use of the Containers and/or the contents of the Containers.

## **7. IDENTIFICATION**

The Lessee shall keep the Container's identification plate which states that the Container is the property of SCF Group in good condition and shall not obliterate, deface or cover up the identification plate.

## **8. TERRITORY**

- 8.1. The Lessee may use the Containers only within the Territory and shall not take or permit any person to take the Containers outside the Territory.
- 8.2. Upon request by SCF Group, the Lessee shall advise SCF Group in writing of:
  - 8.2.1. the location of each Container; and
  - 8.2.2. the locations where the Containers were used or stored and the dates thereof at any time during the Hiring Period.

## **9. COLLECTION & TRANSPORTATION**

- 9.1. The Lessee acknowledges and agrees that it shall be solely responsible for all cost involved in the transport of the Containers to the permitted area, and the return of the Containers to SCF Group as they may direct or as may be required pursuant to this Agreement from time to time.
- 9.2. The parties acknowledge and agree that, unless the parties agree in writing to the contrary, the Lessee shall be responsible for the collection of the Containers from SCF Group. SCF Group will notify the Lessee no later than seven days prior to the expiry of the Release Validity Period if the Containers have not been collected by that date. If the Lessee does not collect the Container(s) within the Release Validity Period, the Lessee acknowledges that SCF Group may, in its absolute discretion:
  - 9.2.1. lease a Container(s) to another party; or
  - 9.2.2. if a Container was custom built for the Lessee, charge the Lessee the Rental Charge from the day commencing on the expiry of the Release Validity Period until the end of the Hiring Period, unless otherwise agreed between the parties.
- 9.3. In the event that SCF Group is required, notwithstanding the provisions of this Agreement, to deliver the Containers to the Lessee, the Lessee shall be liable to pay SCF Group the fee specified in the Schedule of Supply for the Transport Delivery Fee or, if no such fee is specified, then the cost incurred by SCF Group in transporting the Containers to the Lessee as may be invoiced by SCF Group to the Lessee. The Lessee agrees that the Containers shall be at the risk of the Lessee at all times including transport of the Containers as arranged by SCF Group.
- 9.4. The Lessee acknowledges and agrees that SCF Group shall not be liable in any event or circumstance to the Lessee for any loss, damage, claims, costs or expenses of any kind suffered by the Lessee arising out of any delay or inability on the part of SCF Group to supply the Containers to the Lessee on the commencement date of the Hiring Period specified in the Schedule of Supply.
- 9.5. Subject to Clause 9.6, the Lessee further acknowledges and agrees that it shall be obliged to return the Containers to the return depots as set out in the Schedule of Supply, and that in the event that it does not do so, the Lessee shall be liable to pay SCF Group the total cost incurred by SCF Group in transporting the Containers to the return depots (including lift fees), as may be invoiced by SCF Group to the Lessee.
- 9.6. The Lessee agrees that if the Schedule of Supply specifies any pre-paid de-hire charges, the Lessee will pay such charges to SCF Group in accordance with the terms of this Agreement and SCF Group will arrange the return of the Containers to the return depots.

## **10. RETURN OF CONTAINERS**

- 10.1 At the end of the Hiring Period or any extension to the Hiring Period under clause 3, the Lessee shall return the Containers to an SCF Group depot as set out in the Schedule of Supply.
- 10.2 The Containers will be returned in a cleaned condition without debris or residue. Charges will apply for the removal of waste from the Containers.

## **11. MAINTENANCE AND REPAIRS**

- 11.1. All Containers not manufactured by SCF Group will be subject to the manufacturer's warranty (if any).
- 11.2. SCF Group warrants that the Containers are in good and serviceable condition and correspond with the description in the Schedule of Supply. Within 5 business days of delivery of the Containers to the Lessee, the Lessee must advise SCF Group in writing of any damage or structural defect to or in the Containers and, if necessary, provide SCF Group the opportunity to either repair or substitute the Containers.
  - 11.2.1. Repairs: The relevant Schedule of Supply specifies SCF Group's repair standard for Containers supplied under the terms of this Agreement. A more detailed version of SCF Group's repair standard can be obtained from head office. Subject to this clause 11, the Lessee will at its cost take all reasonable steps to ensure that the Containers are repaired to comply with the SCF Group's repair standard.
  - 11.2.2. Maintenance: The relevant Schedule of Supply describes the regular maintenance standards expected of the Containers. Subject to this clause 11, the Lessee will at its cost take all reasonable steps to ensure that the Containers are maintained to comply with the SCF Group's regular maintenance standards.
- 11.3. The Lessee shall, at its own expense, comply with the Regular Maintenance Requirements and replace or repair (in accordance with SCF Group's repairs standard), any Container or component thereof that has been damaged, lost, stolen or destroyed as a result of any deliberate or wilful damage of or any act or omission of the Lessee or any of its employees, agents or contractors.

- 11.4. The Lessee will, at its own cost, transport the Containers to the nearest practicable depot notified by the SCF Group to allow the SCF Group to perform any repairs or maintenance on the Containers required to comply with this clause 11. The Lessee will give SCF Group a reasonable time to have the work completed.
- 11.5. For so long as a Container is in the possession of the SCF Group for the purpose of the SCF Group carrying out repairs or maintenance on the Container, SCF Group must use all reasonable endeavours to provide the Lessee with a replacement container meeting the same or substantially the same specifications and the provisions of this Agreement will apply to that replacement container in all relevant respects. Further, the Lessee acknowledges that the SCF Group may at any time during the Hiring Period replace any specific Container with a replacement so long as the replacement is of the same specifications and in substantially the same condition and the Lessee does not incur any disruption or delay in connection with that replacement process.
- 11.6. During the Hiring Period, the Lessee shall, at its own expense, be responsible for all repairs and maintenance on the Containers so that at the end of the Hiring Periods (including any extension thereof under this Agreement) the Containers shall be in a clean and serviceable condition, ready for re-hire with a SCF Group approved certified third party certificate. Any units returned in an uncleaned or damaged/non-serviceable condition will incur cost to the Lessee, including without limitation costs for a third party to undertake cleaning and residue removal.
- 11.7. The Lessee shall only use the Containers in accordance with IMDG requirements or any other relevant standard.
- 11.8. The Lessee undertakes to deliver the Containers to SCF Group for any periodic maintenance test required by statutory requirements. The cost of such required periodic inspection and testing will be to SCF Group's account. The Container shall remain on hire during the testing. Any damage, cleaning and preparation to the Containers found at the time will be to the Lessee's account.
- 11.9. The Lessee cannot make any modifications or alterations to the Containers during the Hiring Period unless prior written consent is given by SCF Group.
- 11.10. At the termination or expiration of the Hiring Period, SCF Group may arrange for all or any repairs (including staining and pitting), maintenance, cleaning, removal of waste and/or dunnage, inspection, survey or any other requirement pursuant to this clause 11 to be carried out for and on behalf of the Lessee and at the Lessee's expense. The Lessee will pay or reimburse SCF for the fees and charges for such work as set out in the relevant Schedule of Supply or SCF estimate provided for such work (as applicable).

## **12. LOSS OR DAMAGE**

- 12.1. The Lessee shall be liable to SCF Group for any and all damage to, loss or destruction of the Containers or any of them, arising out of the negligence or wilful acts of the Lessee, its agents, contractors or employees.
- 12.2. If the Lessee fails to repair any damage to any Container for which it is responsible within a reasonable time and to the reasonable satisfaction of SCF Group, then SCF Group may repair the damage and the costs of repair shall be paid by the Lessee to SCF Group within 30 days of the notification of the costs. All Containers will be repaired to the standard set out in the relevant Schedule of Supply (as applicable) unless otherwise advised.
- 12.3. The Lessee shall notify SCF Group immediately if any Container is stolen, lost, destroyed or damaged in any way, fair wear and tear being excluded.
- 12.4. The Lessee shall pay SCF Group the Replacement Value and all other reasonable costs and expenses incurred by SCF Group for and incidental to the purchase of a new Container to replace that which is stolen, lost, destroyed or damaged beyond economic repair due to the negligent or wilful acts of the Lessee, its agents, contractors or employees ("**Replacement Costs**"). The expression "damaged beyond economic repair" means damaged to the extent where the cost of repairing the damage exceeds "the replacement value" of the same type as the one damaged.
- 12.5. The Lessee shall pay SCF Group the Replacement Costs within 30 days of notification of the amount and, after such payment, SCF Group shall provide the Lessee with a replacement Container as soon as is reasonably possible.
- 12.6. The Lessee shall continue to pay the Rental Charge for any Container stolen, lost, destroyed or damaged beyond economic repair until the Lessee has paid SCF Group the costs of a replacement.

## **13. POSSESSION**

For the duration of the Hiring Period, the Lessee shall not without the prior written approval of SCF Group, which consent will not unreasonably be withheld or delayed,

- 13.1. part with the possession of the Containers, other than in the normal course of the Lessee's business;
- 13.2. voluntarily relinquish or part with effective control of the Containers, other than in the normal course of the Lessee's business;
- 13.3. assign this Agreement or any right or obligation under this Agreement to any person;
- 13.4. grant any sub-lease, licence or any right to any person to use the Containers or any of them;
- 13.5. make or authorise any alteration or modification to the Containers; or
- 13.6. grant or attempt to grant any interest or right to any person in or to the Containers or any of them.

## **14. OWNERSHIP OF THE CONTAINERS**

SCF Group retains full legal and beneficial ownership of the Containers at all times.

## **15. TERMINATION**

- 15.1. SCF Group may terminate this Agreement or any individual hire of Containers:
  - 15.1.1. if the Lessee fails to pay any amount which it owes to SCF Group pursuant to this Agreement or commits any other material or persistent breach or default in the due and punctual performance of any of the Lessee's obligations under this Agreement and fails to remedy such breach or default within 30 days of notice to the Lessee; or
  - 15.1.2. upon written notice to the Lessee if the Lessee is presented with a petition for liquidation, appoints voluntary administrators, has a receiver appointed over any or all of its assets or makes an arrangement, composition or assignment for the benefit of its creditors;
- 15.2. The Lessee may terminate this Agreement or any individual hire of Containers if SCF Group commits any material or persistent breach or default in the due and punctual performance of any of SCF Group's obligations under this Agreement and fails to remedy such breach or default within 90 days of notice to SCF Group.

- 15.3. Upon termination of this Agreement or an individual hire of a Container and without prejudice to any other right or remedy which SCF Group or the Lessee may have:
- 15.3.1. SCF Group shall be entitled to repossess the Containers. For the avoidance of doubt, SCF Group shall also be entitled to repossess the Containers during any period of default referred to in clause 15.1 or if SCF Group decides not to terminate the Agreement pursuant to this clause 15;
  - 15.3.2. the Lessee shall immediately return the Containers to SCF Group as specified in clause 10;
  - 15.3.3. all amounts payable by the Lessee under this Agreement and unpaid will, at the option of SCF Group and notwithstanding any delay or previous waiver of the right to exercise that option, immediately become due and payable without the necessity for any demand or notice to the Lessee; and
  - 15.3.4. without limiting clause 15.3.3, the Lessee will pay all amounts payable by the Lessee to SCF under this Agreement in respect of transport of Containers (see clause 9.5) and repairs and maintenance (see clause 11.10).
- 15.4. To the maximum extent permitted by law, neither party will be liable to the other for any indirect or consequential loss or damage (including loss of profit or opportunity).

**16. WAIVER**

The waiver of a breach of any condition of this Agreement shall not operate as a general waiver of such condition or of any subsequent breach of that condition or any other condition of this Agreement.

**17. SEVERANCE**

Any condition of this Agreement held by a court to be invalid or unenforceable shall be severed and the remaining provisions shall continue to apply with full force and effect.

**18. INDEMNITY**

The Lessee will indemnify SCF Group and keep SCF Group indemnified against all claims, demands and actions and all losses, damages, costs and expenses incurred or suffered by the Lessee in respect of any death, bodily injury, loss or damage to any person or property whatsoever caused by, arising out of or in connection with the use of the Containers, other than those arising from the negligence or wilful acts of SCF Group, its agents, contractors or employees.

**19. INSURANCE**

- 19.1. For the duration of the Hiring Period and any extension to the Hiring Period under clause 3, the Lessee:
- 19.1.1. will insure for the loss and damage to the Containers caused by fire, theft, flood, inundation, cyclone, high wind event, vandalism, accident and for any other risk as determined by SCF Group, for not less than the stipulated Replacement Value of the Containers as listed in the Schedule of Supply. The insurance policy will name SCF Group as being an interested party;
  - 19.1.2. will insure for death and or bodily injury, loss and damage to any person or property caused by, arising out of or in connection with the use of the Containers by the Lessee and its employees, agents and contractors for the amount of \$20,000,000; and
  - 19.1.3. agrees that SCF Group will not insure and will accept no liability for any damage to cargo sustained whilst carried in the Containers.
- 19.2. The Lessee shall comply strictly with the terms and conditions of the insurance policy and shall ensure that it does not do anything or fail to do anything which:
- 19.2.1. may invalidate or breach the insurance policy; or
  - 19.2.2. will or may be likely to cause the insurer to refuse any claim or reduce the payable in respect of any claim under the insurance policy.
- 19.3. The Lessee shall punctually pay all premiums in respect of the insurance policy on the due date.
- 19.4. The Lessee shall not enforce, conduct, settle or compromise any claim against the insurer pursuant to the insurance policy without prior written approval of SCF Group.
- 19.5. Any moneys payable by the insurer in respect of any claim pursuant to the insurance policy shall be paid direct to SCF Group but, if paid to the Lessee, then the Lessee shall:
- 19.5.1. hold all moneys to it in trust for SCF Group; and
  - 19.5.2. pay the moneys forthwith upon demand.

**20. INSPECTION AND ACCESS TO CONTAINERS**

- 20.1. The Lessee shall permit SCF Group or any person authorised by SCF Group to inspect the condition of the Containers upon reasonable notice.
- 20.2. The Lessee hereby grants to SCF Group and any person authorised by SCF Group the right upon reasonable notice to enter onto any premises or sites owned by the Lessee (or which the Lessee has a right to occupy) on which a Container is located together with any equipment to:
- 20.2.1. inspect the state and condition of any Container; and
  - 20.2.2. remove the Containers or any of them if SCF Group is entitled to repossess the Containers.
- 20.3. The Lessee shall execute all such documents and perform such acts or deeds as may be necessary to allow SCF Group to exercise its right of entry referred to in clause 20.2.

**21. FORCE MAJEURE**

No party is liable for any failure to perform its obligations under this Agreement if the failure or delay is due to anything beyond that party's reasonable control. If that failure exceeds 90 days, the other party may terminate this Agreement with immediate effect by giving notice to the other party. This clause 21 does not apply to any obligation to pay the Rental Charge due by the Lessee in accordance with this Agreement

**22. NOTICES**

- 22.1. Any notice or other communication in connection with this Agreement is taken to have been duly given when made in writing and delivered or sent by post, email or facsimile to the party to which such notice or communication is intended to be given at the address set out in the Schedule of Supply or such other address or facsimile number as may be from time to time notified in writing from one party to the other for the purpose of this clause 22.

- 22.2. Notices to SCF Group shall be sent to the attention of the Director and either posted to PO Box 10219, Adelaide, SA 5000, or faxed on (08) 8208 0901.
- 22.3. Any notice or other communication sent by post shall be taken to have been received at the expiration of two business days after the date of posting.
- 22.4. Any notice or other communication sent by facsimile transmission is taken to have been received upon completion of a successful transmission to the recipient. However, if the facsimile is transmitted after 5.00pm at the place of receipt or on a day which is not a business day, it shall be deemed to have been received on the next business day.

**23. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of the State of South Australia and the parties to this Agreement agree to submit to the jurisdiction of the courts of South Australia.

**24. NAB ACKNOWLEDGEMENT CLAUSE**

The Lessee acknowledges that the Containers are subject to a financing arrangement with NAB, whose rights, powers and remedies as mortgagee/owner of the Container will not in any way be limited, abridged, affected or prejudiced by this Agreement.

**25. CONFIDENTIAL INFORMATION**

- 25.1. The Lessee acknowledges and agrees that confidential information regarding the operation of SCF Group's intellectual property, business, its products, services and systems ("Confidential Information") may be disclosed to it during the term of this Agreement.
- 25.2. The Lessee will not, during or after the termination or earlier expiration of the term of this Agreement:
- 25.2.1. use the Confidential Information for any other purpose or in connection with any other goods or services;
  - 25.2.2. disseminate, distribute, offer for sale, sell, dispose of or publish the Confidential Information to a third party without SCF Group's consent;
  - 25.2.3. permit unauthorised persons, including third parties, to have access to areas where the Confidential Information may be displayed, reproduced or stored; or
  - 25.2.4. make, or assist any person to make any unauthorised use of the Confidential Information.

**26. PERSONAL PROPERTY SECURITIES ACT 2009**

- 26.1. If this Agreement or any of the transactions contemplated by it create a security interest for the purposes of the *Personal Property Securities Act 2009* ("PPSA"), including but not limited to a Purchase Money Security Interest, SCF Group may register or give any notification or exercise any rights it may have in connection with the security interest. The parties acknowledge and agree that SCF Group is only required to make a single registration against the Lessee with respect to the security interests granted by the Lessee to the SCF Group pursuant to the terms of this Agreement.
- 26.2. The parties acknowledge that the security interests include all proceeds from any dealings with the Containers in accordance in with the PPSA.
- 26.3. The Lessee must do such acts and provide such information (which information the Lessee warrants to be complete, accurate and up to date in all respects) as in the opinion of SCF Group may be required or desirable to enable SCF Group to perfect a security interest created under the PPSA. The Lessee undertakes not to change its name in any form or other details on the Personal Property Securities Register without first notifying SCF Group.
- 26.4. The Lessee irrevocably and unconditionally waives its right to receive from SCF Group any notice under the PPSA (including without limitation under s157 of the PPSA), unless required by the PPSA and if the notice cannot be excluded. SCF Group need not give any notice under the PPSA (including a verification statement or a financing change statement) unless the notice is required by the PPSA and cannot be excluded. The Lessee agrees that, to the maximum extent permitted by law, it waives any rights it may have pursuant to, and the parties contract out of, sections 95, 118, 123, 125, 128, 129, 130, 132(1), 132(4), 135, 142 and 143 of the PPSA.
- 26.5. The Lessee agrees to pay the costs, charges and expenses of any incidental to the need for, or desirability of registration of, a financing statement or financing change statement or any action taken by SCF Group to comply with the PPSA or to protect its position under the PPSA. The Lessee agrees to pay any costs incurred by SCF Group arising from any disputes or negotiations with third parties claiming an interest in goods supplied by SCF Group.
- 26.6. No party may disclose information of the kind referred to in section 275(1) of the PPSA (except where the parties may do so and where required due to the operation of section 275(7) of the PPSA) and the Lessee must not authorise the disclosure of such information.
- 26.7. The Lessee acknowledges that, unless otherwise defined in this Agreement, the terms and expressions used in this clause 26 have the meanings given to them in, or by virtue of, the PPSA.

**27. PRIVACY**

- 27.1. The privacy of the Lessee's personal and credit related personal information ("personal information") is important to SCF Group. SCF Group is committed to respecting the Lessee's right to privacy and protecting the personal information provided by the Lessee in the Credit Application. SCF Group is bound by the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
- 27.2. The Lessee acknowledges that any personal information collected by SCF Group is subject to SCF Group's Privacy Policy, available at [www.scf.com.au](http://www.scf.com.au).
- 27.3. SCF Group's Privacy Policy sets out:
- 27.3.1. the purposes for which the Lessee's personal information is collected;
  - 27.3.2. the consequences if the Lessee's personal information is not provided to SCF Group;
  - 27.3.3. the third parties to which SCF Group discloses the Lessee's personal information;
  - 27.3.4. how the Lessee may seek access or correction of its personal information;
  - 27.3.5. whether the Lessee's personal information is likely to be disclosed to overseas entities and in which countries; and
  - 27.3.6. how the Lessee can complain about a breach of SCF Group's obligations in respect of the Lessee's personal information and how such a complaint will be dealt with.

**28. VARIATION**

SCF Group may add to or vary the terms of this Agreement from time to time by giving seven days' written notice to the Lessee.

**29. SPECIAL CONDITIONS**

The Special Conditions (if any) specified at the back of this Agreement will form part of this Agreement and will prevail over any other term of this Agreement to the extent of any inconsistency.

**30. ELECTRONIC DOCUMENTS**

30.1. Each party acknowledges that:

30.1.1. SCF Group may issue to the Lessee a Schedule of Supply; and

30.1.2. the Lessee may accept the Schedule of Supply,

by electronic means, and SCF Group and the Lessee agree that the issue or acceptance of such documents electronically (irrespective of whether the relevant document is signed) will be deemed to be of the same effect as if the document had been issued or accepted as a signed hard copy.

30.2. SCF Group will not be liable to the Lessee or to any other person for any loss or damage suffered in relation to any document transmitted electronically, including any loss or damage under, our of, or in connection with:

30.2.1. the transmission of any harmful code (such as viruses) to the Lessee by email (including in any document attached to email); or

30.2.2. any failure by SCF Group to notify the Lessee that SCF Group may have received any harmful code (such as viruses) from the Lessee in any email (including in any document attached to email).

30.3. The parties to this Agreement consent to the execution of this document wherever necessary by virtue of electronic communication permitted by the *Electronic Transaction Act 1997* (Cth) and any corresponding State legislation.

**31. INTERPRETATION**

In this Agreement, unless the context otherwise requires:

31.1. words denoting the singular shall include the plural and vice versa;

31.2. headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

31.3. "Agreement" means this Agreement to Lease;

31.4. "Agreement Commencement Date" means the earlier of the date on which this Agreement is signed by the last party and the date on which a Container is leased to the Lessee pursuant to a Schedule of Supply (as applicable);

31.5. "Agreement Initial Term" means a term of seven years commencing on the date this Agreement commences pursuant to clause 2.1

31.6. "business day" means a day which is not a Saturday or a Sunday or a public holiday in South Australia;

31.7. "Commencement Date" means the Commencement Date specified in the Schedule of Supply;

31.8. "Containers" refers to the Containers described in the relevant Schedule of Supply or any replacement container provided by SCF Group in the circumstances specified in clause 11;

31.9. "Credit Application" means the credit application issued to the Lessee by SCF Group;

31.10. "government authority" includes a State and Federal government department and instrumentality, a statutory body, local government, council and a port authority;

31.11. "insurance policy" means an insurance policy effected by the Lessee pursuant to clause 19 of this Agreement;

31.12. "Invoice" means the invoice issued by SCF Group to the Lessee which sets out the Rental Charges;

31.13. "Hiring Period" means the hiring period described in the relevant Schedule of Supply commencing on the Commencement Date;

31.14. "Lessee" means the customer of the SCF Group as detailed at the start of this Agreement;

31.15. "person" includes a body corporate;

31.16. "Regular Maintenance Requirements" means the regular maintenance requirements specified in the relevant Schedule of Supply;

31.17. "regulation" shall include proclamation, by-law, notice and direction by any government authority,

31.18. "Release Validity Period" means the release validity period specified in the relevant Schedule of Supply;

31.19. "Rental Charge" means the rental charge price specified in the relevant Schedule of Supply;

31.20. "Replacement Value" means the replacement value as specified in, and calculated in accordance with, the relevant Schedule of Supply;

31.21. "SCF Group" refers to SCF Group Pty Ltd ACN 065 732 078;

31.22. "Schedule of Supply" refers to the Schedule(s) of Supply which detail the Containers, in the form as annexed to this Agreement;

31.23. "Territory" means the Commonwealth of Australia;

31.24. "Transport Delivery Fees" means the transport delivery fees specified in the relevant Schedule of Supply; and

31.25. "use of the Containers" includes:

31.25.1. loading, unloading and storing of the Containers; and

31.25.2. transporting of the Containers.

**EXECUTION**

**Signatures by the Lessee and SCF Group upon this document will confirm acceptance of the Terms and Conditions of this Agreement to Lease as set out overleaf. This Agreement to Lease will be accompanied by a Schedule(s) of Supply which will outline further details relating to the containers being leased to the Lessee by SCF Group pursuant to this Agreement to Lease.**

**SIGNED** for and on behalf of [insert Lessee name and ABN/ACN]  
by its duly authorised representative

.....  
Signature of authorised representative

.....

Print full name of authorised representative

Date:

**SIGNED** for and on behalf of **SCF GROUP PTY LTD** ACN 065  
732 078 by its duly authorised representative

.....  
Signature of authorised representative

.....  
Print full name of authorised representative

Date:

**32. SPECIAL CONDITIONS – Refer to Clause 29**

[insert]