



# RADIO RENTALS CONSUMER LEASE - TERMS AND CONDITIONS

## 1 What are You agreeing to by signing this Lease?

- 1.1 You agree to lease the Goods from Radio Rentals during the Lease Period on the terms of this Lease.
- 1.2 The terms of this Lease can be found in:
  - (1) these Terms; and
  - (2) the Lease Schedule.
- 1.3 This Lease starts on the Commencement Date and ends at the end of the Lease Period.

## 2 What are Your rights to the Goods?

- 2.1 You can use the Goods during the Lease Period.
- 2.2 Radio Rentals owns the Goods.
- 2.3 This Lease does not contain an offer by Radio Rentals to sell the Goods to You and You have no right or obligation to purchase the Goods from Radio Rentals during or at the end of the Lease Period.

## 3 When will You receive the Goods?

- 3.1 After You and Radio Rentals sign the Lease Schedule:
  - (1) **(for Portable Goods)** You can collect the Goods from the Radio Rentals Store during business hours or if agreed with Radio Rentals, Radio Rentals will deliver the Goods to Your Address

at a time agreed with You; and

- (2) **(for other Goods)** Radio Rentals will deliver the Goods to Your Address at a time agreed with You.

## 4 What must You pay?

- 4.1 You must pay Radio Rentals:
  - (1) **(first payment)** the First Payment on or before the date You receive the Goods;
  - (2) **(regular payments)** the Rental Amount on each Payment Date; and
  - (3) **(fees)** all other fees listed in the Lease Schedule at the time stated in the Lease Schedule.

## 5 How do You make payments?

- 5.1 You can make a payment by:
  - (1) direct debit, Centrepay or other forms of payment made through a regular direct payment service; or
  - (2) any other payment method agreed to by Radio Rentals.
- 5.2 If You agree to pay by direct debit, Centrepay or any other form of regular direct payment, Radio Rentals will debit the nominated account or payment service or accept the funds transfer when You are required to pay Radio Rentals an amount under this Lease.

You must remember that while you have the goods in your possession they are still owned by Radio Rentals. This Lease does not give you any right to buy the goods. Also, Radio Rentals cannot make you buy the goods.

The Lease Schedule identifies whether goods are Portable Goods.

- 5.3 Radio Rentals will not debit the nominated account or payment service or accept the funds transfer if You withdraw Your authority or authorisation at least 5 business days before a payment is due.
- 5.4 If You withdraw the direct debit authority or Your authorisation for Radio Rentals to debit Your account or payment service, You must pay Radio Rentals any amount payable to Radio Rentals on the due date and provide a new direct debit authority or details of another payment method agreed with Radio Rentals.

Rentals requests that in order to exercise its rights under this Lease.

- 6.2 You must not:
- (1) sell, hire, deal with or alter the Goods in any way;
  - (2) pawn or give away the Goods or give any other person rights to the Goods;
  - (3) abandon, lose or dispose of the Goods;
  - (4) replace the Goods with similar goods; or
  - (5) use the Goods in a manner other than how they are intended to be used.

## 6 What are Your obligations concerning the Goods?

6.1 You must:

- (1) maintain the Goods in good care and condition (allowing for fair wear and tear);
- (2) if You move from Your Address, tell Radio Rentals within 7 days where the Goods are being used or will ordinarily be kept;
- (3) tell Radio Rentals where the Goods are, within 7 days of being asked;
- (4) tell Radio Rentals immediately if the Goods are lost, stolen, damaged, destroyed or become defective; and
- (5) provide Radio Rentals with reasonable access to the Goods if Radio

6.3 If the Goods are Portable Goods You can use them at places other than Your Address if the Goods remain in Your possession and control.

6.4 If the Goods are not Portable Goods:

- (1) You must not use them except at Your Address or allow them to be removed from Your Address unless Radio Rentals agrees or if You change addresses; and
- (2) if Radio Rentals agrees to Your request to remove the Goods from Your Address and You ask Radio Rentals to move the Goods to the other location, You will be charged a Relocation Fee on the next Payment Date.

You need to make sure you tell Radio Rentals if your address changes. It is very important that Radio Rentals knows where the goods are ordinarily kept.

The Lease Schedule identifies whether goods are Portable Goods.

If the Lease Schedule does not indicate that the goods are Portable Goods, the goods will not be Portable Goods.

See clause 7 for more information on when Radio Rentals may access the goods.

- 6.5 If the Goods are Digital Goods, You must:
- (1) not breach any copyright or other licence attached to any software installed on the Digital Goods;
  - (2) take reasonable steps not to cause any computer virus or malicious software to be introduced or installed onto the Digital Goods;
  - (3) not tamper with or remove any protective seal or cover on the Digital Goods;
  - (4) not have the Digital Goods serviced by a person who is not authorised by Radio Rentals; and
  - (5) regularly back up all personal data maintained on the Digital Goods at Your own cost.

**7 When must You give Radio Rentals access to the Goods?**

- 7.1 You must give Radio Rentals access to the Goods on reasonable notice to:
- (1) re-take possession of the Goods in accordance with this Lease;
  - (2) assess, inspect and test the Goods to enable Radio Rentals to check the condition of the Goods and/or check if You are complying with this Lease (in each case

if Radio Rentals has reason to think You may not be complying with this Lease); and

- (3) maintain, replace or repair the Goods in accordance with this Lease.

7.2 If You arrange for Radio Rentals to have access to the Goods and on the date agreed You do not provide Radio Rentals access, You will be charged a Cancellation or Re-attendance Fee on the next Payment Date.

7.3 If, any time under this Lease You are required to return the Goods to Radio Rentals, You can arrange for Radio Rentals to collect the Goods. You will be charged a Collection Fee and may also incur a Cancellation and Re-attendance Fee if, through Your fault, Radio Rentals is unable to collect the Goods as arranged.

**8 What do You need to do if something happens to the Goods or they are not working properly?**

- 8.1 You are responsible for the Goods during the Lease Period.
- 8.2 If the Goods are damaged, destroyed, defective, lost or stolen during the Lease Period, You must immediately tell Radio Rentals by:

The Lease Schedule will indicate if the goods are Digital Goods.

While Radio Rentals has the right to request reasonable access to recover the goods, inspect them or to conduct an assessment, it does not have any right to enter your premises without your express permission. Before entering your address, Radio Rentals staff will tell you why they are there and ask your permission to enter. Importantly they must leave your residence once they have finished or earlier if you request them to do so.

- (1) **calling 1300 617 862**; or
- (2) **emailing customerservice@radio-rentals.com.au.**

- (5) robbery, burglary or housebreaking; or
- (6) bursting of a fixed water installation,

8.3 If the Goods are damaged, destroyed, rendered defective or stolen during the Lease Period as a result of robbery, burglary or housebreaking, You must:

- (1) report the robbery, burglary or housebreaking to the police within 3 days becoming aware of it; and
- (2) provide Radio Rentals with the police reference number within 7 days of receipt.

Radio Rentals will repair the Goods or replace the Goods with goods which are similar in age, size and feature to the Goods.

**If the Goods do not work or stop working properly - what is covered?**

9.2 The Goods come with guarantees that cannot be excluded under the consumer protection legislation. Radio Rentals will honour these.

9.3 If the Goods are defective or become defective during the Lease Period through no fault of Your own, Radio Rentals will repair or replace the Goods with goods which are similar in age, size and feature to the Goods without charge to You.

**9 What will Radio Rentals do if something happens to the Goods?**

If the Goods are damaged or destroyed - What is covered?

9.1 Without limiting any of Your rights under the consumer protection legislation, if the Goods are damaged or destroyed during the Lease Period as a result of:

- (1) lightning;
- (2) windstorm;
- (3) flooding;
- (4) fire or smoke, soot, ash and other by-products of fire;

**If the Goods are damaged, destroyed or do not work or stop working properly - what is not covered?**

9.4 Radio Rentals is not obliged to repair or replace Goods that are damaged or destroyed, or rendered defective, if the damage, destruction or defect was caused by Your negligent, careless or intentional action or inaction.

## **If the Goods are stolen – What is covered?**

9.5 If the Goods are stolen during the Lease Period as a result of robbery, burglary or housebreaking, Radio Rentals will replace the Goods with goods which are similar in age, size and feature to the Goods.

## **If the Goods are lost or stolen – What is not covered?**

9.6 Radio Rentals is not obliged to replace Goods that are lost.

9.7 Radio Rentals is not obliged to replace Goods that are stolen if:

- (1) the Goods were not stolen as a result of robbery, burglary or housebreaking; or
- (2) You do not report the robbery, burglary or housebreaking to the police and provide us with a copy of the police reference number within the times stated in clause 8.3.

9.8 If the Goods are not Portable Goods, Radio Rentals is not obliged to replace the Goods if they were stolen from somewhere other than Your Address.

9.9 If the Goods are Portable Goods, Radio Rentals is not obliged to replace the Goods if they were stolen from somewhere other

than Your Address when not in Your possession or control.

## **10 How are the Goods assessed?**

### **Where will the Goods be assessed?**

10.1 If the Goods are damaged or destroyed or become defective, Radio Rentals will make arrangements with You to assess the Goods at Your Address or for the Goods to be returned to Radio Rentals for assessment.

### **What will the Goods be assessed for?**

10.2 Radio Rentals will assess the nature and extent of the damage to the Goods to determine how the Goods were damaged or destroyed or rendered defective and if the Goods should be repaired or replaced with goods which are similar in age, size and feature to the Goods.

10.3 Radio Rentals will assess the circumstances in which the Goods were stolen and whether You were responsible for the Goods being stolen.

10.4 In undertaking these assessments, Radio Rentals must act reasonably, having regard to all relevant information provided by You.

## **Letting You know about assessment outcomes**

10.5 After Radio Rentals assesses the nature and extent of the damage to the Goods or how the Goods were stolen, Radio Rentals will let You know if Radio Rentals is responsible for repairing or replacing the Goods.

### **11 Do You still have to make payments to Radio Rentals while Radio Rentals assesses the Goods?**

11.1 You do not have to pay the Rental Amount for the period when You do not have the Goods while Radio Rentals assesses them for defects, damage, destruction or the circumstances of their theft unless Radio Rentals makes available to You for Your use, goods which are similar in age, size and feature to the Goods.

11.2 You must still pay Radio Rentals any Rental Amounts outstanding when the Goods are received for assessment by Radio Rentals.

### **12 When will the Goods be repaired or replaced?**

#### **If the Goods are to be repaired**

12.1 If Radio Rentals elects to repair the Goods, the Goods will be repaired as soon as reasonably practical having regard to the nature and extent of the damage and the availability of the necessary parts.

12.2 When the Goods are repaired, Radio Rentals will contact You to collect the Goods or, if Radio Rentals agrees, for the Goods to be delivered to Your Address at a time agreed with You.

12.3 If Radio Rentals, acting reasonably, decides:

- (1) the Goods cannot be repaired within 30 days of Radio Rentals electing to repair the Goods; or
- (2) that the Repair Costs exceed the Replacement Value,

Radio Rentals will replace the Goods with goods which are similar in age, size and feature to the Goods.

#### **If the Goods are to be replaced**

12.4 If Radio Rentals elects to replace the Goods with goods which are similar in age, size and feature to the Goods:

- (1) **(for Portable Goods)**  
You can collect the replacement goods from the Radio Rentals Store during business hours or if agreed with Radio Rentals, Radio Rentals will deliver the replacement goods to Your Address at a time agreed with You; and
- (2) **(for other Goods)** Radio Rentals will deliver the replacement goods to Your Address at a time agreed with You.

#### **If replacement Goods are provided**

12.5 This Lease will continue to apply to any replacement goods provided to You, whether they are provided:

- (1) during assessment of defects, damage, destruction or theft of the original Goods;
- (2) pending repair and return of the original Goods; or
- (3) in permanent replacement

of the original Goods that were stolen, lost, or destroyed or damaged beyond repair.

**13 What payments are required when Goods are repaired or replaced?**

13.1 If Radio Rentals, acting reasonably, determines that You are not responsible for the Goods being stolen, damaged, destroyed or rendered defective, You will not be required to pay any Repair Costs or Replacement Value, nor any Rental Amount that relates to the period from when You told us the Goods were stolen, damaged, destroyed or defective until:

- (1) the Goods have been repaired and delivered to You or made available for collection by You; or
- (2) the Goods have been replaced with goods which are similar in age, size and feature to the Goods; or
- (3) pending repair, Radio Rentals makes available to You for Your use, goods which are similar in age, size and feature to the Goods,

but You must still pay Radio Rentals any Rental Amounts outstanding during this period.

13.2 If Radio Rentals, acting reasonably, determines that it is not responsible

for repairing or replacing the Goods under the terms of this Lease, including because You caused the Goods to be damaged, destroyed, or rendered defective, lost or stolen or You did not comply with the terms of this Lease, You must pay Radio Rentals:

- (1) the Assessment Costs (if applicable); and
- (2) any other amount which You owe Radio Rentals under this Lease including any payment obligations that were suspended or amounts credited to You during the assessment period,

and, if Radio Rentals repairs or replaces the Goods, You must also pay:

- (3) if the Goods are lost, stolen or destroyed, the Replacement Value; or
- (4) if the Goods are defective or damaged, the Repair Costs; or
- (5) if Radio Rentals reasonably determines that the Goods are defective or damaged beyond reasonable repair, the Replacement Value.

**14 What happens at the end of this Lease?**

**What do You do with the Goods?**



14.1 You must return the Goods to Radio Rentals on the last day of the Lease Period.

14.2 When You return the Goods to Radio Rentals they must be in good working condition (allowing for fair wear and tear).

14.3 If the Goods are Digital Goods, You must remove or delete all personal files and data (including personal information) from the Digital Goods. Radio Rentals has no obligation to remove Your personal files and data from the Digital Goods, but may do so at Your expense if You do not.

### **What do You pay Radio Rentals?**

14.4 You must pay to Radio Rentals any amounts which You owe Radio Rentals under this Lease that remain unpaid.

### **Can You Continue to Lease the Goods?**

14.5 If You wish to continue to lease the Goods, You should inform Radio Rentals before the end of the Lease Period to discuss Your options and how to enter into a new lease for the Goods.

### **Can You offer to purchase the Goods from Radio Rentals?**

14.6 This Lease does not contain an offer by Radio Rentals to sell the Goods to You and You have no right or obligation to purchase the Goods from Radio Rentals during or at the end of the Lease Period.

14.7 You may make an offer to purchase the Goods from Radio Rentals at the end of the Lease Period.

14.8 Radio Rentals is under no obligation to accept Your offer to purchase the Goods.

### **What happens if You do not return the Goods or they are damaged beyond repair?**

14.9 Radio Rentals owns the Goods.

14.10 If You do not return the Goods to Radio Rentals or the Goods have been damaged beyond reasonable repair, You must pay to Radio Rentals the Replacement Value.

14.11 If You do not return the Goods to Radio Rentals on the last day of the Lease Period You will be in breach of this Lease.

### **Will Radio Rentals continue to be responsible to repair or replace the Goods after the end of Lease?**

14.12 Radio Rentals will have no further obligation to repair or replace the Goods after the Lease Period or if the Lease ends earlier.

## **15 How can You end this Lease early?**

15.1 You can end this Lease at any time if You:

- (1) at Your own cost, return the Goods to Radio Rentals in the same condition (allowing for

If you do not remove or delete all personal information from the Digital Goods Radio Rentals may do so at your expense. See Lease Schedule Item 8 - "Repair Costs".

If you decide to continue leasing the goods, Radio Rentals will enter into a new agreement with you to continue renting the goods at a rental cost that takes into account the age and condition of the good and the cost of repairing or replacing the goods with similar goods if they are stolen, damaged or defective.

fair wear and tear) as the Goods were in when You first received the Goods, (see clause 18.1); and

- (2) pay Radio Rentals the Early Termination Fee and any other amounts You owe Radio Rentals under this Lease (after the deduction of any unused rental payments).

15.2 If You fail to return the Goods to Radio Rentals You must pay the Recovery Fees and any Cancellation or Re-attendance Fee.

15.3 You may ask Radio Rentals to calculate the applicable Early Termination Fee without having to exercise Your right to end this Lease early.

15.4 Radio Rentals must pay to You (after the deduction of any amount You owe to Radio Rentals) a sum equal to the amount of any unused rental payments.

## **16 What should You do if You think You cannot make a payment under this Lease?**

16.1 If You are not able to make a payment under this Lease You should contact Radio Rentals to discuss Your options in relation to this Lease and the Goods.

## **17 What happens if You breach this Lease?**

### **When will You be in breach?**

17.1 You will be in breach under this Lease if:

- (1) You fail to meet Your obligations under this Lease;
- (2) the Goods are stolen and Radio Rentals is not obliged by this Lease to replace them;
- (3) You become insolvent; or
- (4) You fail to meet Your obligations under any other contractual arrangement You have with Radio Rentals.

### **What happens if You are in breach?**

17.2 If You are in breach under this Lease, Radio Rentals may end this lease or may choose to give You an opportunity to remedy the breach. If the breach concerns the loss, theft, or destruction of the Goods, the remedy is to pay their Replacement Value.

### **What happens if You do not remedy the breach?**

17.3 If You are given opportunity to remedy Your breach but do not do so to Radio Rentals' reasonable satisfaction, Radio Rentals may end this Lease by giving You 30 days' (or such longer period required under the consumer protection legislation) prior written notice of termination.

If you are uncertain whether you are in breach of this Lease, you should contact Radio Rentals to discuss this.

17.4 If Radio Rentals ends the Lease, You must pay Radio Rentals the Early Termination Fee and return the Goods to Radio Rentals in the same condition (allowing for fair wear and tear) as the Goods were in when You first received them. If You fail to return the Goods to Radio Rentals You may be required to pay the Recovery Fees and any Cancellation or Re-attendance Fee. If the Goods are not in the same condition (allowing for fair wear and tear) Radio Rentals may charge you Repair Costs.

17.5 If the Goods are Digital Goods, Radio Rentals may deactivate the Goods and may either deny You access to the Goods or deny You access to any software program run by the Goods when Radio Rentals ends the Lease, but will first give You a reasonable opportunity to remove any personal data from the Digital Goods.

## **18 What do You need to do if Radio Rentals ends this Lease early because You have breached this Lease?**

### **What do You do with the Goods?**

18.1 If this Lease is terminated before the end of the Lease Period, You must return the Goods to Radio Rentals in the same condition (allowing for fair wear and tear) as the Goods were in when You first received the Goods.

18.2 If the Goods are Digital

Goods, You must remove or delete all personal information from the Digital Goods. Radio Rentals has no obligation to remove Your personal information from the Digital Goods.

### **What do You pay Radio Rentals?**

18.3 If You do not return the Goods to Radio Rentals or the Goods have been damaged beyond reasonable repair, You must pay to Radio Rentals the Replacement Value and any Recovery Fee which may become payable by You.

18.4 You must pay to Radio Rentals:

- (1) any other amounts which You owe Radio Rentals under this Lease that remain unpaid;
- (2) the Early Termination Fee;
- (3) Radio Rentals' reasonable fees incurred to terminate this Lease; and
- (4) any Recovery Fees and any reasonable expenses incurred by Radio Rentals in enforcing its rights under this Lease.

### **19 What can You do if Radio Rentals breaches this Lease?**

19.1 If Radio Rentals does not comply with its obligations under this Lease or at law You may choose to give Radio Rentals an opportunity to remedy the breach.

19.2 If You give Radio Rentals an opportunity to remedy its breach and it fails to do so,

If you and Radio Rentals disagree on whether Radio Rentals has met its obligations under this Lease, you should tell Radio Rentals so that this matter may be dealt with in accordance with Radio Rentals' dispute policy.

You may end this Lease without penalty by giving Radio Rentals 30 days' prior written notice of termination or if the breach can be remedied You may remedy the breach at Radio Rentals' cost.

19.3 If You choose to end the Lease, You must return the Goods to Radio Rentals at the end of the notice period.

19.4 If You end the Lease Radio Rentals will reimburse You for amounts paid to Radio Rentals while Radio Rentals was in default and for Your costs of returning the Goods to Radio Rentals.

## **20 How can this Lease be varied?**

20.1 All variations to this Lease, including any fees You might be required to pay, must be agreed in writing between You and Radio Rentals.

20.2 Radio Rentals may waive any of its rights under this Lease.

## **21 Consumer protection legislation and other laws**

21.1 If:

(1) the consumer protection legislation or any other law would otherwise make a provision of this Lease illegal, void or unenforceable; or

(2) a provision of this Lease would otherwise contravene a requirement of any consumer protection legislation or any other law,

this Lease is to be read as if that provision were varied or omitted to the extent necessary to comply with the provisions of the consumer protection legislation or that other law without affecting the operation of the rest of this Lease.

## **22 How will Radio Rentals use Your personal information?**

### **Personal information**

22.1 Personal information which Radio Rentals collects about You either directly or indirectly will be used, and disclosed by Radio Rentals in the manner set out in Radio Rentals' Privacy Policy and Credit Reporting Policy (as amended from time to time).

22.2 By signing this Lease, You acknowledge that You have read and agree to the terms of Radio Rentals' Privacy Policy and Credit Reporting Policy.

22.3 You can see an up-to-date copy of Radio Rentals' Privacy Policy and Credit Reporting Policy at [www.radio-rentals.com.au/privacy](http://www.radio-rentals.com.au/privacy) or You can request Radio Rentals to provide You with a hard copy.

22.4 You can obtain access to or update Your personal information by writing to - The Privacy Officer, Thorn Australia Pty Ltd, PO Box 6244 Silverwater NSW 1811 or by email at [customerservice@thorn.com.au](mailto:customerservice@thorn.com.au).

## **Credit reporting bodies and credit providers**

22.5 You agree and authorise Radio Rentals to collect, use and disclose Your personal information and credit information that Radio Rentals may receive from You, credit reporting bodies, credit providers or other third parties for the purposes of assessing Your eligibility to be offered this Lease, and for the other purposes set out in Radio Rentals' Privacy Policy and Credit Reporting Policy

## **23 What happens with Your payments if You have more than one contract with Radio Rentals?**

### **What happens with the payments You make to Radio Rentals?**

23.1 Unless You specify how the payment should be applied, Radio Rentals may apply any amounts You pay to Radio Rentals to any amount You owe under this Lease or any other contractual arrangement You have with Radio Rentals in any order Radio Rentals determines.

### **What happens if You do not pay Radio Rentals enough?**

23.2 If You make a payment to Radio Rentals which is insufficient to satisfy the payment of any amount You owe under any agreement with Radio Rentals, then unless You tell Radio Rentals which payment obligation

You want the payment to apply to, Radio Rentals may apply the payment to any payment obligations in any way Radio Rentals thinks fit.

### **What happens if You pay Radio Rentals too much?**

23.3 If You make a payment to Radio Rentals which exceeds Your payment obligations under this Lease and You have other contractual arrangements with Radio Rentals, then unless You specify how the payment should be applied, Radio Rentals may apply the surplus towards any amount You owe Radio Rentals under any other contractual arrangement You have with Radio Rentals.

23.4 If You do not have other contractual arrangements with Radio Rentals, Radio Rentals will refund the surplus amount to You.

## **24 How can notices be given?**

24.1 A notice or communication under this Lease must be in writing and sent either by post or electronically to the party's address identified in the Lease Schedule or if You move such other address notified to Radio Rentals.

## **25 Electronic Communication**

25.1 Where You have authorised Radio Rentals to provide You with the Documents electronically:

(1) Radio Rentals will send the Documents to Your Nominated Email Address;

- (2) You will not receive a paper copy of the Documents unless You request it in writing;
- (3) You must regularly check to see if You have received any electronic communication from Radio Rentals;
- (4) Your Nominated Email Address must always be capable of receiving electronic communication; and
- (5) You must print or save the Documents as required.

25.2 You must notify Radio Rentals in writing of any change to Your Nominated Email Address within 7 days of that change.

**You may cancel Your authorisation to receive the Documents electronically at any time, by notifying Radio Rentals in writing.**

## **26 Entire agreement and understanding**

26.1 You and Radio Rentals agree that this Lease is the entire agreement and understanding between the parties on everything connected with the Goods.

## **27 Meaning of words**

27.1 In these Terms:

capitalised terms have the meaning given in the Lease Schedule;

**Lease** means the consumer lease between You and Radio Rentals comprising:

- (1) the Lease Schedule; and
- (2) these Terms;

**Lease Schedule** means the document called “Radio Rentals Lease Schedule” that You and Radio Rentals sign;

**Radio Rentals** means Thorn Australia Pty Ltd trading as “Radio Rentals” ABN 63 008 454 439 Australian Credit Licence 383003 (being the lessor of the Goods);

**Terms** means the terms and conditions in this document;

**You** means the customer specified in the Lease Schedule (being the lessee of the Goods) and **Your** has a corresponding meaning;

**Your Address** means the Your address listed in the Lease Schedule until You move and tell us and from then it means the new address You gave us.

27.2 In these Terms headings are for convenience only and do not form part of this Lease or affect its interpretation.

## FORM 17

### subsection 175 (1) of the Code regulation 105 of the Regulations

#### INFORMATION STATEMENT

#### THINGS YOU SHOULD KNOW ABOUT YOUR CONSUMER LEASE

This statement tells you about some of the rights and obligations of yourself and your lessor. It does not state the terms and conditions of your lease.

#### THE LEASE

##### 1 How can I get details of my lease?

Your lessor must give you a copy of your consumer lease with this statement. Both documents must be given to you within 14 days after the lessor enters into the consumer lease, unless you already have a copy of the consumer lease.

If you want another copy of your lease write to your lessor and ask for one. Your lessor may charge you a fee. Your lessor has to give you a copy —

- within 14 days of your written request if the contract came into existence 1 year or less before your request; or
- otherwise within 30 days.

##### 2 What should my lease tell me?

You should read your lease carefully.

Your lease should tell you about your obligations, and

include information on matters such as

- details of the goods which have been hired; and
- any amount you have to pay before the goods are delivered; and
- stamp duty and other government charges you have to pay; and
- charges you have to pay which are not included in the rental payments; and
- the amount of each rental payment; and
- the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and
- the number of rental payments; and
- the total amount of rent; and
- when you can end your lease; and
- what your obligations are (if any) when your lease ends.

This information only has to be included in your lease if it is possible to give it at the relevant times.

If your lease does not tell you all these details, contact your credit provider's external dispute resolution scheme, or get legal advice, for example from a community legal centre or Legal Aid, as you may have rights against your lessor.

### **3 Can I end my lease early?**

Yes. Simply return the goods to your lessor. The goods may be returned in ordinary business hours or at any other time you and the lessor agree on or the court decides.

### **4 What will I have to pay if I end my lease early?**

The amount the lease says you have to pay. If you have made rental payments in advance then it is possible that your lessor might owe you money if you return the goods early.

### **5 Can my lease be changed by my lessor?**

Yes, but only if your lease says so.

### **6 Is there anything I can do if I think that my lease is unjust?**

Yes. You should talk to your lessor. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme.

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS CREDIT AND INVESTMENTS OMBUDSMAN AND CAN BE CONTACTED ON 1800 138 422 or PO BOX A252 SYDNEY SOUTH NSW 1235 [www.cio.org.au](http://www.cio.org.au)**

Alternatively, you can go to court. You may also wish to get legal advice, for example from a community legal centre or Legal Aid, and/or make a complaint to ASIC. ASIC can be contacted on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## **THE GOODS**

### **7 If my lessor writes asking me where the goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your lessor's request to tell your lessor. If you do not have the goods you must give your lessor all the information you have so they can be traced.

### **8 When can my lessor or its agent come into a residence to take possession of the goods?**

Your lessor can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

## **GENERAL**

### **9 What do I do if I can not make a rental payment?**

Get in touch with your lessor immediately. Discuss the matter and see if you can come to some arrangement.

You can ask your lessor to change your lease in a number of ways –

- to extend the term of your lease and reduce rental payments; or



- to extend the term of your lease and delay rental payments for a set time; or
- to delay rental payments for a set time

**10 What if my lessor and I can not agree on a suitable arrangement?**

If the lessor refuses your request to change the rental payments, you can ask your lessor to review this decision if you think it is wrong.

If the lessor still refuses your request, you can complain to the external dispute resolution scheme that your lessor belongs to. Further details about this scheme are set out below in question 12.

**11 Can my lessor take action against me?**

Yes, if you are in default under your lease. But the law says that you can not be unduly harassed or threatened for rental payments. If you think you are being unduly harassed or threatened, contact your credit provider’s external dispute resolution scheme or ASIC, or get legal advice.

**12 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **READ YOUR LEASE** carefully.

**IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU**

**MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**



# Terms and Conditions

Effective 4 June 2018

Name

Amount Due

Fortnightly

Monthly

Account No.

Due Date

Australian Credit Licence No. 383003 COSL Membership No. M0002602



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