

# Local Appliance Rentals Pty Ltd

## Terms and Conditions

This Rental Agreement is between you and Local Appliance Rentals Pty Ltd ("the Company")+

### 1. ENTIRE AGREEMENT

- a) The entire Rental Agreement between you and us consists of these Terms and Conditions, the Rental Agreement Offer Page and the Payment Method Page, be it Direct Debit Request, Centrepay Deduction Form, Credit Card or any other form accepted by the Company.
- b) This Rental Agreement cannot be cancelled or terminated except in accordance with its terms.
- c) Any brochures and marketing material you may have seen are provided for your information only and do not form part of this Rental Agreement.

### 2. PAYMENTS

- a) You must pay to us the Total Fortnightly Rental Payment shown on the Rental Agreement each fortnight for the full Agreed Term.
- b) Payments are due fortnightly in advance on the Payment Date shown on the Rental Agreement
- c) If the Payment Date falls on a weekend or public holiday, payment is due on the next business day.
- d) Unless we otherwise agree, all payments must be made by direct debit from your bank account, credit card or automatically from your Centrepay deduction.
- e) All payments, once paid, are not refundable unless the payment has been incorrectly drawn by us, or if you have advised us that you do not want to proceed with a contract and the first payment has already been withdrawn from your account..
- f) If there is any change to the amount of Stamp Duty or GST payable or if any other taxes or government charges become payable in respect of the Rental Agreement, you agree that we may adjust the Total Fortnightly Rental Payment accordingly.
- g) You are unconditionally bound to pay all amounts due under this Rental Agreement in full without set-off, or counterclaim, and without any deduction in respect of taxes, unless prohibited by law or any account whatsoever. This obligation continues, even if the Goods are lost, stolen, damaged or destroyed.

### 3. LATE PAYMENTS

- a) If a Rental Payment or any other amount due is not paid in full on time, you are in default and we are entitled to recover liquidated damages on the overdue amount which you agree is a genuine pre-estimate of the actual loss that we suffer as a result of you being late in any payment to us.
- b) In addition, you agree to reimburse us for the amount that our bankers, other financial institution or Direct Debit Company charge us for your dishonoured payment(s).
- c) All liquidated damages are payable on demand which we may demand by debiting the amount of any liquidated damages from your nominated bank account or credit card on any date at our election without notice to you.
- d) Upon and after termination of the Rental Agreement, as a separate and independent obligation which survives termination of this Rental Agreement, you agree to pay liquidated damages at the rate of 0.05% per day on the overdue amounts, capitalised monthly, until all amounts owing under this Rental Agreement are paid in full.

### 4. DEFAULT

- a) You will be considered to be in default and to have repudiated this Rental Agreement if you;
  - (i) do not pay in full any Rental Payment or any other amounts due in accordance with Clause 2
  - (ii) become insolvent, bankrupt or become subject to any arrangement or composition, or as a company or business you enter administration, receivership, liquidation or external administration; or
  - (iii) sell or dispose of the Goods or attempt to do any of those things.

### 5. FEES

- a) We reserve the right to charge fees for services we provide. Fees will be charged at our standard rates applicable from time to time.
- b) A one off Application Fee of \$50 will be added to each contract.
- c) For each phone call, text message or other electronic correspondence attempting to collect an overdue, dishonoured or cancelled rental Payment not previously agreed by us. \$15.00
- d) For each arrears letter that is issued on an overdue rental Payment not previously agreed by us \$15.00
- e) For each letter that is issued regarding an official default on your credit file. \$15.00
- f) For each attendance at your residence to get a payment form re-signed \$30.00
- g) For each attendance by ourselves or our agent attempting to take repossession of goods or to collect any overdue rental payments after default under this rental agreement or after past attempts to collect such payments. \$40.00
- h) For the repossession of any item of goods \$60.00
- i) For each repair or replacement that needs to be done on an item for handling and admin charges \$50.00

### 6. CORRECTION OF AGREEMENT

You authorize us to complete any blanks or correct any errors in this Rental Agreement (including but not limited to, leased equipment, serial numbers, model numbers, the Start Date and Payment Date)

### 7. ASSIGNMENTS

- a) You acknowledge that we may, without giving you notice, sell, assign or otherwise dispose of or deal with our interest in the Goods or this Rental Agreement
- b) You may apply to assign this Rental Agreement but you acknowledge that we are not obliged to agree. We may charge a fee to credit assess the proposed assigned even if the proposed assigned is declined.

**8. DELAY IN ENFORCEMENT OF RIGHTS**

- a) A delay does not prevent us from exercising our rights under the Rental Agreement, and that failure by us to enforce a right does not prevent our enforcing other rights, or the same right on a future occasion.
- b) We are not obliged to exercise any right under the Rental Agreement within any particular time. Therefore, if we take time to consider our position, you must not assume that we have decided not to exercise the right.
- c) If we choose on any occasion not to enforce any right under the contract, you must not assume that we will not exercise other rights, or the same right on a future occasion.

**9. COSTS, INDEMNITIES AND COMMISSIONS**

- a) You must pay or reimburse us for:
  - (i) all taxes (including GST) and stamp duties payable in connection with this Rental Agreement
  - (ii) any expenses we reasonably incur in enforcing this Rental Agreement or incur because you have repudiated, terminated or breached this Rental Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Goods and cost incurred in storing and disposing of the Goods
- b) You must indemnify us for:
  - (i) liability for any injury or death to any person or damage to any property arising directly or indirectly from the Goods or their use, and
  - (ii) a claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made against us in connection with the Goods or their operation.
- c) You agree that we may pay commissions or fees to any broker, agent, dealer, rental centre or other person who introduces you to us, or us to you.

**10. PRIVACY**

- a) We comply with the National Privacy Principles, the Code of Conduct for Credit Reporting and the Privacy Act (Cth) 1988. Terms used in this clause have the meaning given in the Privacy Act. In this clause, "you" includes any guarantor.
- b) You have a right to request access to the personal information that we hold about you. Contact our office on 1800 980 650 for more information
- c) We agree to provide you access to, or with a copy of, the personal information that we hold about you. We can only deny access to you in accordance with national Privacy Principle 6
- d) You agree to us collecting personal information about you for the purposes of
  - (i) assessing existing or future application(s) for your consumer or commercial Rental account, responding to your questions, enforcing our rights, performing our obligations and protecting our assets;
  - (ii) either us, or any Franchisee appointed by us contacting you about your end of rental term options, any trade up options or other special offers or promotions;
  - (iii) providing you with information about our other products and services and the products and services offered by our Franchisees; and
  - (iv) any guarantee given or to be given by you or any guarantee given or to be given by any other person as your guarantor and the enforcement of any guarantee.
- e) We collect your personal information primarily from you. You agree that we may also collect personal information about you from the supplier of the Goods, other credit providers, insurers, any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers, financial advisers, service providers to us (including debt collection agencies, introducers, private investigators, professional advisers), professional organizations, the internet, public and subscriber only databases and government authorities
- f) You agree that we can obtain from credit reporting agencies and/or any business providing information about your credit worthiness
  - (i) consumer credit report(s) about your application(s) for credit; and
  - (ii) commercial credit report(s) about you for application(s) for credit.
- g) You agree that we can notify other credit providers of a default by you and that we may report a default by you to a credit reporting agency.
- h) You agree that we can disclose your personal information to:
  - (i) any person as permitted or required by law;
  - (ii) any of our related bodies corporate, our assignees or potential assignees, the supplier of the Goods, any other supplier appointed by us, credit reporting agencies or any business providers, insurers, any guarantor or proposes guarantor or your obligations to us, your assignees or proposes assignees, debt collection agencies, our banks and financial advisers, our lawyers, accountants and other professional advisers; and any suppliers or contractors to us who may need to have access to your personal information to provide services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouses); and
  - (iii) any person specifically authorized by you in writing to obtain your personal information from us
- i) You agree that the main consequence for you if you do not provide to us the personal information that we require, is that any application for credit is unlikely to be approved.

**11. SEVERABILITY**

- a) If the National Consumer Credit Protection Act 2009 or any other law would otherwise make a provision of the Rental Agreement illegal, void or unenforceable in any jurisdiction; or
- b) If a provision of the Rental Agreement would otherwise contravene a requirement of the National Credit Code or impose an obligation or liability which is prohibited by the Code or any other law, this Rental Agreement is to be read as if that provision were varied to the extent necessary to comply with the Code or that other law or, if necessary, omitted, without affecting the continued operation of the rest of this Rental Agreement in that jurisdiction or any other jurisdiction.

**12. NOTICES**

- a) You must tell us if you change your bank account or credit card details, your business, post or email address, or if you think there is any information that we should be aware of about your ability to comply with this Rental Agreement.
- b) We can give you notice by delivering it to you personally or leaving it at, or sending it by post, facsimile or email to your home, business, postal or email address last known to us. An email notice shall be valid if not returned.
- c) A certificate signed by one of our authorized officers is adequate proof of the facts stated in it relating to the Rental Agreement and rights and obligations arising under it in the absence of manifest error.
- d) You consent to us and our related bodies corporate sending commercial electronic messages to you.

**13. CHANGES TO THESE TERMS AND CONDITIONS**

- a) We may change these Terms and Conditions at any time by giving you not less than 30 days notice.
- b) Any change shall not affect the amount of the Total Fortnightly rental installment (except as permitted in accordance with Clause 23(f) and shall only apply to obligations arising after the expiry of the notice period.
- c) This notice may also be given to you by an advertisement in one or more newspapers circulating in your State or Territory.

**14. GOVERNING LAW**

- a) This Rental Agreement is governed by the laws of the Commonwealth of Australia.
- b) The parties submit to the non-exclusive jurisdiction of the court of the State or Territory in which they reside..

**15. INTERPRETATION**

- a) Capitalised terms used in the Signature Page have the same meaning in these Terms and Conditions.

**16. DISCLAIMER OF WARRANTIES**

- a) Upon delivery of the Goods, you must inspect them and satisfy yourself that it is in good operating order and condition.
- b) You must rely on your own judgement as to:
  - (i) the quality and condition of the Goods and its fitness and suitability for any particular purpose; and
  - (ii) the performance of services provided by third parties
- c) No warranties are given in relation to the Goods or any services other than those implied by law.
- d) To the extent permitted by law, damages from breach of warranties implied by law are limited to repair or replacement of the Goods or the re-supply of the services.
- e) We exclude liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.
- f) No salesperson or agent of the seller of the Goods is authorized to change any term of this Rental Agreement or to make any warranties or representations about, it, oral or otherwise.
- g) The majority of our rental items are brand new however you may be offered goods which are a re-rent item or have been purchased second hand. You will be advised prior to the rental of the item if the item has been pre owned.

**17. OWNERSHIP OF GOODS**

- a) The Company is the owner of the Goods. You only have the right to use the Goods.
- b) For the purposes of this Rental Agreement, Goods include hardware and software.
- c) You must protect our ownership of the Goods and not attempt to sell, hire or deal with it in any way. You must not create any lien or other encumbrance over the Goods.

**18. USE AND MAINTENANCE OF GOODS**

- a) You must keep the Goods in good repair, condition and working order, normal fair wear and tear excepted, and must supply all parts and labour required for any normal routine servicing required through the normal use of the rental goods.
- b) You must use, service and maintain the Goods in accordance with the manufacturer's instructions and recommendations.
- c) You must insure your Goods throughout the Term of the Rental Agreement.
- d) You may modify the Goods only with our consent.
- e) You must not use the goods for any purpose which is unlawful or in the opinion of the company might endanger the safety or condition of the goods or prejudice the Company's interest in it.
- f) You must not install the goods in any manner that would cause them to become a fixture to land or dwelling.

**19. RESPONSIBILITY FOR GOODS BREAKDOWN**

- A. You are responsible for maintaining your rented Goods in good order and condition.. All Goods are warranted by Local Appliance Rentals Pty Ltd for the entire period of the rental term. If the Goods do break down during the rental term you must call your Local Appliance Rentals Pty Ltd Franchisee or you can contact Local Appliance Rentals Pty Ltd Head Office on 1800 980 650. However if it is found that the problem has been caused by faulty use of the rental item you

will be required to pay for the cost of any repairs that are required. Any recovery of data or repairs required for computers that are damaged as a result of a virus will be charged to you.

**20. CONSEQUENCES IF GOODS ARE LOST, STOLEN OR DAMAGED.**

- a) You are responsible if your rental goods are lost, stolen or damaged. Despite this, you are obliged to continue your rental payments to the end of the rental term. For your own protection we require that all Rental goods are insured.

**21. LOCATION AND INSPECTION**

- a) Other than portable Goods, you must not move the Goods from their location noted on the Rental Agreement without our prior written consent.
- b) You agree to provide our authorized agents and us with reasonable access to inspect the Goods to confirm their existence, condition and proper maintenance.
- c) If you fail to provide access to us and/or our authorized agents, we have the right, subject to compliance with any applicable law, to enter the premises, or authorise our agents to enter the premises, where we believe the Goods are located in order to confirm their existence, condition and proper maintenance.

**22. RETURN OF GOODS**

- a) On termination of the Rental Agreement, you must return the Goods at your expense to the premise of the Local Appliance Rental Franchise you initially rented the goods from or request collection of the goods, together with all software (if any) supplied with the Rental product , all CDs, DVDs, accessories and manuals, in the same condition as the Goods were delivered to you, except for normal fair wear and tear.
- b) It is your responsibility to remove any personal data and software (if any) not supplied with the Rental product that is stored on or in the Goods before returning them to us.
- c) We expressly deny all liability for any consequences arising from your failure to remove such information.
- d) If any Goods are returned to us other than in accordance with paragraph (a), you must pay to us the difference between the fair market retail value of the Goods as returned to us and the fair market retail value of the Goods as they should have been returned to us.
- e) If any Goods are returned to us other than in accordance with paragraph (b), you must pay to us, calculated at our standard rates, for our services required to remove any personal data in accordance with paragraph (b).

**23. REPOSSESSION OF GOODS & RIGHT OF ENTRY TO RESIDENTIAL PREMISES**

- a) If you fail to pay any Rental Payment or if you fail to return the Goods when you are required to do so under this Rental Agreement, subject to us giving you 30 days notice in writing of our intention to do so, in addition to our other rights, we or our authorized agents may, subject to complying with Part 5, Division 4 Section 99 of the National Credit Code, take all necessary steps to enter any premises where we believe the Goods may be located and repossess the Goods.
- b) We, or our agent, must not enter any part of premises used for residential purposes for the purpose of taking possession of the Goods unless (a) the court has authorized the entry or (b) the occupier of the premises has consented in writing to the entry.
- c) Subject to us complying with the aforementioned 30 days notice to repossess the Goods you hereby agree that you consent to the entry of your premises for the purposes of repossession of the goods the subject of this agreement.
- d) Subject to complying with any applicable law, we may sell any repossessed Goods at any time.
- e) If we have not terminated this Rental Agreement, you may collect the Goods from us only if you have paid all amounts payable under this Rental Agreement (including any amounts owing under clause 9(a)).

**24. NO OFFER TO SELL**

- a) This clause explains that you do not have the right to purchase the Goods from us. However, you may make an offer to purchase the Goods under Clause 23.
- b) The Rental Agreement is not an offer by us to sell the Goods to you and you have no right or obligation to purchase the Goods from us.
- c) You may make an offer to purchase the Goods from us.

**25. TERMINATION**

- a) This Rental Agreement will terminate upon the occurrence of any of the following events;
- (i) We give you notice of termination of this Rental Agreement after your default and repudiation of this Rental Agreement
- (ii) you may return the Goods to us at any time prior to the expiry of the agreed term with no further payments or fees payable in accordance with clause 22a.
- (iii) We sell any Goods repossessed under Clause 19.

**26. CONSEQUENCES OF EARLY TERMINATION**

- a) If this Rental Agreement is terminated under Clause 21, you must immediately pay to us;
- (i) All overdue Total Fortnightly lease installments; plus
- (ii) The present value of all remaining Total Monthly Rental Payments for the balance of the Agreed Term discounted at monthly rests at the Reserve Bank of Australia's cash rate, current on the date this Rental Agreement is terminated; plus

- (iii) Any liquidated damages payable under Clause 3 and any other amounts payable under this Rental Agreement, which amount you agree is a genuine pre-estimate of the losses that we will suffer because of the early termination of this Rental Agreement.
- b) In addition to paragraph a) above, you must also return the Goods to us in accordance with Clause 18 if you have not previously done so.
- c) If you fail to comply with paragraph b) above, you must pay to us on demand liquidated damages equal to the present value of the estimated fair market retail value of the Goods as at the end of the Agreed Term (assuming that the Goods will be in the condition required under Clause 18 (a) and (b)) discounted at monthly rests at the Reserve Bank of Australia's cash rate current on the date this Rental Agreement is terminated, which you agree is a genuine pre-estimate of the actual loss that we will suffer as a result of your failure to return the Goods to us in accordance with Clause 18. We may make the demand for payment by debiting the amount owed under this paragraph from your nominated bank account, credit card or centrelink payment on any date at our election without notice to you.
- d) If you have returned the Goods under paragraph (b) above or if we have repossessed the Goods under Clause 19, we will pay to you any amounts you have paid to us under paragraph (c) plus the amount by which the fair market wholesale value of the Goods as at the date the Goods are received by us exceeds the amount of liquidated damages calculated under paragraph (c). We will be entitled to set off any amount that we owe you under this paragraph against any amounts that you owe us under this Rental Agreement, or under any other agreement between you and us.

**27. END OF TERM OPTIONS**

- a) At any time not earlier than 6 months prior to the expiry of the Agreed Term, you may give us 30 days notice that at the end of the Agreed Term or 30 days after our receipt of the notice (whichever date is the later) you elect to;
  - (i) return the Goods to us in accordance with Clause 18 or
  - (ii) Request that we gift the Goods and transfer title in them to family member or friend nominated by you.
- b) If you do nothing, or fail to give us notice under this Clause, or fail to provide us with the identity and address of your nominated family member or friend, the payment of the final Total Fortnightly Rental installment shall be deemed to be a notice making the election in accordance with paragraph a)(i) above
- c) If you make an election in accordance with paragraph a)(i), and provided we have received all amounts owing under this Rental Agreement, we irrevocably waive our rights to receive the Total Fortnightly Rental installments due more than 30 days after our receipt of your written notice of election.
- d) If you make an election in accordance with paragraph a)(ii), and provided we have received all amounts owing under this Rental Agreement (including the amounts required under paragraph a)(ii)); then;
  - (i) The term of this Rental Agreement shall be completed.
  - (ii) We irrevocably waive our right to receive any Total Fortnightly Rental Installments which would otherwise become due after the receipt by us of the amount required under paragraph a)(ii);
  - (iii) Where you make a request under clause 21(a)(ii) the person to whom we gift the goods assumes and bears the risk of all theft, loss or damage to the Goods from the time you give them notice of the gift.
- e) Notwithstanding anything contained in this Rental Agreement, you have no right or obligation at any time to purchase the Goods.

**28. FOR NSW FAIR TRADING CONTRACTS ONLY – IF APPLICABLE**

- a) You may cancel this Rental Agreement by giving written notice of cancellation to us within five (5) clear business days from the day on which the Rental Agreement was made.
- b) If you validly rescind the Rental Agreement under any Fair Trading legislation, you will be required to pay the cost of returning the Goods or any other cost or fee. This includes the fee if you damage the goods, in which case you must compensate the Company for the damage.
- c) Your obligations under this Rental Agreement are read subject to any alternative or other right you have under applicable Fair Trading legislation including any right to cancel the Rental Agreement during the Cooling Off Period.
- d) For ACT, NT, Qld, Tas and WA Consumer Lease Fair Trading Contracts and NT Business Lease Fair Trading Contracts only – Notwithstanding any provision of this Rental Agreement to the contrary, if your first Payment Date falls within the cooling Off Period then you will not be required to pay any amount until the expiry of the Cooling Off Period.

If, and only if, this is an agreement to which the **Fair Trading Act 1987** applies, the Customer is entitled to the following right of cancellation:

**NOTICE TO CUSTOMER - RIGHT TO CANCELLATION**

You have for a short time a legal right to cancel this Rental Agreement. You can do this by completing and giving notice by posting it to Local Appliance Rentals Pty Ltd at PO Box 5015 Manly QLD 4179, before the end of the period of 7 business days beginning with the day after the day on which you signed this Rental Agreement. You may also deliver it in person to the below address or fax it to (07) 3396 8311. If you cancel this Rental Agreement, any money you have already paid must be refunded to you. If you have received the Goods purchased by you, you need to take no action to return them but can wait for them to be collected. You need not hand them over unless you have received a request to do so and have had your money and/or goods (trade-in) returned to you.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Direct Debit Request Service Agreement

## 1. DEBITING YOUR ACCOUNT

- a) By signing the Direct Debit Request (DDR), you authorize the Debit Company that we cooperate with, to debit funds from your nominated account for any amount payable under this rental agreement and any other agreement between you and us.
- b) If any payment falls due on a non-business day, it will be debited from your nominated account on the following business day.
- c) All enquiries should in the first instance be directed to Local Appliance Rentals Pty Ltd.
- d) Your records and account details held by us will be kept confidential, except information required by our Financial Institution in the event of a claim or relating to an alleged incorrect or wrongful debit.

## 2. CHANGES

- a) If you want to request a change to the drawing arrangements, please contact us at least 7 days prior to the next scheduled drawing date. You should contact us before contacting your Financial Institution.
- b) These requests may include;
  - (i) deferring the drawing
  - (ii) stopping an individual debit
  - (iii) suspending the DDR; or
  - (iv) canceling the DDR completely
- c) However, as we have relied on your agreement to honour the DDR, we would be unlikely to agree to a request to change it, unless you provide a reasonable proposal as to how you will make good your obligations under this Rental Agreement.

## 3. YOUR OBLIGATIONS

- a) It is your responsibility to:
  - (i) ensure that your nominated account can accept Direct Debits (your Financial Institution can confirm this for you)
  - (ii) check your nominated account details with your Financial Institution before completing the DDR;
  - (iii) ensure that there are sufficient cleared funds in the nominated account, by the due date, to allow for payment of the amounts payable; and
  - (iv) advise us if the nominated account is transferred or closed.
- b) If your drawing is returned or dishonoured by your Financial Institution, you should contact us to make sure suitable arrangements to rectify the non-payment. If no contact is made, we reserve the right to redraw the non-payment plus any applicable liquidated damages and fees payable pursuant to this Rental Agreement at any time at our discretion.
- c) You will be responsible for paying any varying charges, including, but not limited to, taxes, liquidated damages payable pursuant to Clause 8 of this Rental Agreement and any other fees and charges payable.

## 4. DISPUTES

- a) If you believe that a drawing has been made incorrectly, contact us during business hours on 1800 980 650 before contacting your financial institution.
- b) If you do not receive a satisfactory response from us to our dispute, contact your Financial Institution who will respond to you with an answer to your claim;
  - (i) within 7 business days (for claims lodged within 12 months of the disputed drawing); or
  - (ii) within 30 days (for claims lodged more than 12 months after the disputed drawing.)
- c) You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

# 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.

### 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 can contact your lessor'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 THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT:

Tel: 1300 780 808

GPO Box 3 Melbourne Vic 3001

Email: [info@fos.org.au](mailto:info@fos.org.au)

Alternatively, you can go to court. You may 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 that you have so they can be traced.

### 8. When can my lessor or it's 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 cannot agree on a suitable arrangement?**

If the lessor refuses your request to change your 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.**