

## RENTAL CONTRACT TERMS AND CONDITIONS

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### **PURPOSE:**

This Agreement is a “Consumer Lease” and is for consumer purposes and the provisions of the *National Consumer Protection Act 2009* (Cth) (“**NCCP Act**”) apply to it if at the date that you sign the Rental Contract you are an individual and the Rented Items are obtained wholly or predominantly for personal, domestic or household purposes.

The following documents form part of the entire Agreement between the Renter and us in relation to the Rented Items:

- (a) these Terms and Conditions;
- (b) the Credit Guide;
- (c) the Rental Assessment;
- (d) the Rental Contract;
- (e) the Privacy Statement.

### **1. INTERPRETATION**

1.1 In this agreement, unless the context otherwise requires:

- (f) Words denoting the singular include the plural and vice versa and words denoting one gender include each gender;
- (g) Words denoting a person include a corporation and vice versa;
- (h) Headings are for convenience only and do not affect the interpretation of this agreement;

- (i) A reference to a party includes its successors and permitted assigns; and
- (j) A reference to the Rented Items includes any parts or accessories from time to time attached to or forming part of the Rented Items, whether in addition to or in replacement of any part of the Rented Items.

1.2 The following terms have the following meanings:

<b>Australian Credit Licence or ACL:</b>	are one and the same.
<b>Bond:</b>	means the amount, if any, specified in the Rental Contract which must be paid by the Renter to us, prior to the delivery of the Rented Items.
<b>Code:</b>	means Schedule 1 of the <i>National Consumer Credit Protection Act 2009</i> .
<b>Collection Fees:</b>	Means the Collection Fees as described in the Rental Contract.
<b>Computer Equipment:</b>	means any computer equipment including any accessories, manuals and software so described in the Rental Contract.
<b>Depreciated Value of Rented Items</b>	Recommended Retail Price, including GST on the day the goods were last acquired new; Minus  i) 12.5% per annum if the goods are less than 12 months old on the lease date.

	<p>ii) Goods that are more than 12 months old (but less than 24) on the lease day will be minus 25%</p> <p>iii) Goods that are between 24 months and 36 months old will be minus 37.5%</p> <p>iiii) Maximum depreciation of 50%</p>
<b>Default Event</b>	Has the meaning given in clause 6.1.
<b>Exercise Equipment:</b>	means any fitness or exercise equipment so described in the Rental Contract.
<b>GST:</b>	has the same meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
<b>Late Fees:</b>	means the Late Fees as described in the Rental Contract.
<b>Premises:</b>	refers to the Renter's address as described in the Rental Contract.
<b>Rebate Rate:</b>	<p>means:</p> <p>(a) the lesser of:</p> <p style="padding-left: 40px;">(i) 24% of the remaining Total Rental Amount; or</p> <p style="padding-left: 40px;">(ii) Twelve months of rent instalments as specified in the Rental Contract Schedule; and</p> <p>(b) Our reasonable expenses in attempting to recover the Rented Items.</p>

<b>Recoverable Amount:</b>	means the amount as defined in clause 5.2.
<b>Rental Contract</b>	Means the contract titled "Rental Contract" between you, as the Renter, and us, which accompanies these Terms and Conditions and forms part of the entire Agreement between us.
<b>Rented Items:</b>	means the goods so described in the Rental Contract.
<b>Renter, you, your:</b>	means the person(s) so described in the Rental Contract.
<b>Term:</b>	means the period described as "Term of Rental" in the Rental Contract.
<b>Total Rental Amount:</b>	means the total amount of rent payable which is specified in the Rental Contract.
<b>We, Our, Us:</b>	means [insert full company name] ACN:[insert ACN] Address: [insert address] Email [insert] ACL: [insert]
<b>User Manual:</b>	means any instruction manual, guide, notes or similar document relating to Exercise Equipment.

## 2. ACCEPTANCE OF THIS OFFER

- 2.1 This offer is accepted by you when you complete and sign this Agreement.

## 3. DELIVERY OF THE RENTED ITEMS

- 3.1 We are responsible for delivery of the Rented Items. You must advise us of the delivery address and be present at the delivery address to accept delivery of the Rented Items.
- 3.2 By accepting delivery, the Renter acknowledges that the Rented Items are in good condition and as described in the Rental Contract.

#### **4. OWNERSHIP OF THE RENTED ITEMS**

- 4.1 The Rented Items are, and will remain at all times, ours or our financier's sole property.
- 4.2 The Renter does not own the Rented Items.
- 4.3 The Renter acknowledges that they have no right to purchase the Rented Items from us.
- 4.4 Nothing in this Agreement shall be interpreted to vary the ownership of the Rented Items.

#### **5. EARLY TERMINATION BY RENTER**

- 5.1 The Renter can terminate this Agreement at any time during the Term by returning the Rented Items to us in good working order and in good repair (reasonable wear and tear excepted) during ordinary business hours or other agreed time to the place we nominate and by paying the Recoverable Amount.
- 5.2 The Recoverable Amount means the total, at the date of termination, of:
  - (a) the rent instalments and other monies which have fallen due for payment but have not been paid; plus
  - (b) the Rebate Rate); plus

- (c) any reasonable enforcement expenses, including any costs incurred by us in taking possession of the Rented Items and storing them; less
- (d) the amount of the Bond (if any).

5.3 You may request a written statement of the Recoverable Amount which itemises the amounts which make up the Recoverable Amount, in accordance with the Code. We will provide this statement within seven (7) days of your request.

## **6. DEFAULT EVENTS**

6.1 For the purpose of this agreement, a “Default Event” occurs in each of the following circumstances and a Default Event is a breach of a condition of this agreement:

- (a) The Renter does not pay on the due date any instalment of rent or other money payable under this Agreement;
- (b) The Rented Items are lost, stolen or destroyed;
- (c) The information the Renter has provided to us when applying for this Agreement was inaccurate, incomplete or was misleading or deceptive;
- (d) The Renter becomes bankrupt or insolvent;
- (e) The Renter dies or ceases to have contractual capacity;
- (f) The Renter attempts to sell the Rented Items or use the Rented Items as collateral for a loan;
- (g) The Renter has removed the Rented Items from the Premises without our written consent, and the Rented Items are located at an address other than the Premises address;

- (h) The Renter breaches any of the obligations in clause 9, 10 or 11.

6.2 A Default Event does not include circumstances where the Rented Items have been damaged as a result of a natural disaster. In these circumstances, clauses 13.5 - 13.7 will apply.

***Termination by Us:***

6.3 If a Default Event occurs and you are unable to remedy the default after thirty (30) days of receiving a notice of default, the Renter will be deemed to have repudiated this Agreement and we will be entitled to terminate it by written notice or by any act of repossession. Upon such termination, the Renter must pay us, immediately upon demand, by way of liquidated damages for our loss arising from termination, the Recoverable Amount, as defined by clause 5.2.

6.4 You may request a written statement of the Recoverable Amount which itemises the amounts which make up the Recoverable Amount, in accordance with the Code. We will provide this statement within seven (7) days of your request.

**7. ON EXPIRY OF AGREED TERM**

7.1 Upon expiry of the Term, the Renter may:

- (a) Apply to us to extend the Term of this Agreement for an agreed period; or
- (b) Return the goods to us in good working order and in good repair (subject to reasonable wear and tear) during ordinary business hours to the place we nominate.

We will provide you with an end of lease statement, no later than 90 days before the end of the Term, which includes details prescribed by the law, including:

- (a) How to return the Rented Items and the date by which the Rented Items must be returned to us;
  - (b) The total amount you will pay for the Rented Items under the Agreement, assuming you make all the payments on the dates required under the Rental Contract;
  - (c) The total amount you are liable to pay if the Rented Items are not returned to us.
- 7.2 Except where the Term is extended under clause 7.1(a), at the end of the Term or upon termination by us under clause 6, the Renter must immediately return the Rented Items to us in good working order and in good repair (reasonable wear and tear excepted) during ordinary business hours to the place we nominate.
- 7.3 Where the Renter elects to extend the Term of this Agreement under clause 7.1(a), the Renter will be subject to a new suitability assessment and a new Rental Contract will be provided. The new Rental Contract will commence the day after the Term of this Agreement ends.
- 7.4 If the Renter does not return the Rented Items to us when required, we may take possession of them by giving the Renter thirty (30) days written notice of our intention to do so.
- 7.5 We are not required to provide thirty (30) days' written notice of our intention to take possession if:
- (a) The Term of this Agreement has expired;
  - (b) We believe on reasonable grounds that the Renter has disposed of the Rented Items or intends to do so;
  - (c) We have made reasonable attempts to locate the Renter but have been unable to do so;
  - (d) The Renter is insolvent; or



(e) A Court authorises us to repossess the Rented Items.

7.6 In the event that the Renter does not return the Rented Items to us when required, nor extends the Term of the Agreement, nor are we able to retrieve the rented items as per clause 7.4, the Renter will be liable to pay for the depreciated value of the Rented Items calculated on the first day after the Rental has expired.

## **8. ENTRY OF PREMISES**

8.1 We will not enter any part of the Premises used for residential purposes for the purpose of exercising our rights:

- (a) unless a Court has authorised the entry; or
- (b) the occupier of the Premises, after being informed in writing of their rights under the Code, has given consent in writing.

## **9. MAINTENANCE OF THE RENTED ITEMS**

9.1 The Renter undertakes to maintain the Rented Items in good order and condition during the Term of this Agreement.

9.2 We undertake to maintain and service the Rented Items and agree to replace any parts of the Rented Items, excluding batteries, which are faulty.

9.3 Upon receiving notice from us, the Renter agrees to produce the Rented Items for inspection, testing, servicing or repair to any person authorised by us and for that purpose to allow such person access to any place where the Rented Items are kept. The Renter agrees to produce the Rented Items within fourteen (14) days of receipt of the notice.

9.4 The obligation to maintain and service the Rented Items in good working order does not apply if:

- (a) The Renter has failed to make a payment which has fallen due under this Agreement;
- (b) The Renter has removed the Rented Items from the Premises without our written consent;
- (c) The Rented Items are located at an address other than the Premises address;
- (d) The Renter causes malicious or accidental damage to the Rented Items;
- (e) The Renter deals with the Rented Items contrary to the manufacturer's instructions;
- (f) A Default Event has occurred and the Renter has not remedied the Default Event; or
- (g) The Renter has breached clauses 14 or 15.

## **10. THINGS THE RENTER MUST DO**

### 10.1 The Renter must:

- (a) Keep the Rented Items at the Premises or in such other place as we approve;
- (b) Seek and obtain our written consent to moving the Rented Items from the Premises at least seven (7) days before such event;
- (c) Advise us within seven (7) days of receiving our request as to the location of the Rented Items and, if the Rented Items are not in the Renter's possession, give us all information which might assist us in tracing the Rented Items;
- (d) Comply with the manufacturer's instructions and recommendations relating to the Rented Items;

- (e) Keep the Rented Items under their personal control;
- (f) Do everything necessary to protect our rights in relation to the Rented Items;
- (g) Notify us immediately of any seizure or attempted seizure of the Rented Items;
- (h) Immediately inform the police if the Rented Items are lost or stolen and provide us with a copy of the police report; and
- (i) Comply with all laws and regulations relating to the Rented Items, the use or possession of them, or the premises at which they are kept.

## **11. THINGS THE RENTER MUST NOT DO**

### **11.1 The Renter must not:**

- (a) Alter the Rented Items, make any addition to them or install anything in or on them without our written consent;
- (b) Use the Rented Items for any purpose which is unlawful or for which they are not fit, or which in our opinion might endanger the safety or condition of the Rented Items or prejudice our interest in them;
- (c) Install the Rented Items in any manner that would cause them to become a fixture to land;
- (d) Create any lien or other encumbrance over the Rented Items;
- (e) Alter or cover up any insignia, number or mark on the Rented Items or any identifying plate or mark we may attach to them; or

- (f) Assign, encumber or otherwise deal with the Rented Items or the Renter's rights under this Agreement without our written consent.

## **12. RISK AND INDEMNITIES**

- 12.1 We require the Renter to indemnify us for any loss or damage, direct or indirect, incurred if the Rented Items are moved from the Premises by the Renter for any reason whatsoever.
- 12.2 If the Renter moves the Rented Items from the Premises and the Rented Items are damaged while in transit, we may, in our sole discretion, agree to repair any damage to the Rented Items. Any repair works completed under this clause 13 will be at the Renter's expense. The Renter must notify us of the damage to the Rented Goods and we will arrange the repair within thirty (30) days of receiving the notice.
- 12.3 Subject to clauses 12.7 - 12.9 below, the Renter assumes all risks and liability in relation to the Rented Items and the use and storage of the Rented Items (including liability for injury to any person or damage to any property, whether direct or consequential).
- 12.4 The Renter must include the Rented Items on their Household Contents Insurance Policy. If the Renter does not have a Household Contents Insurance Policy or the Policy lapses the Renter indemnifies us against any loss.
- 12.5 The Renter indemnifies us against all losses, liabilities and reasonable enforcement expenses incurred by us as a result of:
  - (a) Loss of or damage to the Rented Items by any cause (including lawful confiscation but excluding normal wear and tear);
  - (b) Anything done by or with the Rented Items; or

(c) The occurrence of any Default Event.

12.6 The Renter must pay to us on demand any amount payable under this indemnity.

***Natural Disasters***

12.7 If a natural disaster impacts the Rented Items and the Rented Items are either lost or destroyed, the following shall apply:

(a) to the extent the Renter can safely do so, the Renter must remove the Rented Items before the natural disaster and ensure that the Rented Items are protected from harm;

(b) If the Rented Items are destroyed or damaged beyond repair, the Renter must contact us to request relief and:

(i) provide us with notice of the natural disaster;

(ii) provide us with proof of the natural disaster which can be by way of photographs (phone images will suffice), or media coverage; and

(iii) provide photographic evidence of the Premises which was adversely impacted by the natural disaster.

(c) We will consider each application for relief on its merits in light of the individual circumstances of the Renter and the request for relief.

12.8 Subject to the Renter meeting its obligations as set out in clause 12.7(b), where we are satisfied that the Rented Items were damaged or destroyed by the natural disaster and not through the fault of the Renter, we agree to:

(a) repair of the Rented Items at our expense; or

- (b) in the event repair of the Rented Items is not possible, we will release the Renter from all future obligations under this Agreement.

12.9 If clause 12.7(b) applies, we will offer the Renter a new Rented Item, to be provided under a new Rental Contract. Where the Renter elects to enter into a new Rental Contract under this clause, the Renter will be subject to a new suitability assessment.

### **13. COMPUTER EQUIPMENT**

13.1 The Renter acknowledges that:

- (a) All software that is preloaded onto the Computer Equipment is subject to copyright;
- (b) We are not the owner of the copyright of that software;
- (c) The Renters use of any software that is preloaded is governed by a limited copyright license from the owner of the copyright;
- (d) We are not obliged to maintain or upgrade any software or hardware, but may elect to do so in our sole discretion, at the Renter's request;
- (e) If the Renter copies, modifies or transfers the whole or any part of the software without the copyright owners consent the Renter may be in breach of copyright laws and liable to the copyright owner;
- (f) The Renter is solely responsible for the supply of any and all consumable items;
- (g) The Renter acknowledges and accepts that the use of the Computer Equipment is dependent upon the Renter paying

the rent instalments. The Computer Equipment may be loaded with a software program which enables us to deactivate the Computer Equipment if the Renter fails to pay the rent instalments;

- (h) A notice will be sent to the Renter advising of the deactivation of the Computer Equipment and informing the Renter of the procedure to reactivate the Computer Equipment;
- (i) We may reactivate the Computer Equipment once all rent instalments that are due together with any late payment fees and any other amounts due under this Agreement have been paid and received;
- (j) At the end of the Term of the Agreement, the Renter is responsible for removing all software and personal information not supplied by us from the Computer Equipment;
- (k) Where the Renter fails to comply with clause 13.1(j), we will not be liable for, and the Renter indemnifies us in respect of, any direct, indirect, consequential or incidental damage to the Renters property or for any loss or injury to any person, however caused, including, without limitation, any breach of privacy or confidentiality obligations, that may arise from the Renter's failure to comply with clause 13.1(j);
- (l) We accept no liability for any data, software programs, or viruses on the Computer Equipment.

## **14. EXERCISE EQUIPMENT**

- 14.1 The Renter will be supplied with a User Manual on delivery of the Exercise Equipment;

- 14.2 The Renter should read the User Manual before using the Exercise Equipment and follow any recommendations in that User Manual before starting any exercise on the Exercise Equipment.
- 14.3 The Renter agrees that they hold us harmless and release us from and indemnify us against any and all claims arising directly or indirectly from any loss, damage, injury, accident or death suffered by the Renter or any other user of the Exercise Equipment. The Exercise Equipment is provided on an 'as is' basis without any assessment (health or otherwise) by us as to the suitability of the Exercise Equipment for the Renter.
- 14.4 To the maximum extent permitted by law, we exclude all and any liability for any losses, liabilities, damages, costs, charges, expenses, penalties arising, directly or indirectly, from the Exercise Equipment, its use, location or placement, including arising from any injury, accident or death. The Renter agrees and acknowledges that the Renter uses the Exercise Equipment entirely at their own risk.

## **15. PAYMENT**

15.1 The Renter must:

- (a) Pay the rent for the Term, in the amounts and at the times stated in the Rental Contract; and
- (b) Pay any other money due under this agreement on demand.

15.2 All payments shall be made:

- (a) At our place of business; or
- (b) To such other person or place as we direct;
- (c) Via a direct deduction from your Centrelink benefit; or
- (d) If we agree, by direct debit to our nominated bank account.



- 15.3 If the Renter fails to pay an instalment of rent by the due date, the Renter shall pay the Late Fees as shown on the Rental Contract for that breach.
- 15.4 On each occasion where we or someone authorised to act on our behalf, collects or attempts to collect any instalment(s) of rent unpaid on its due date, by physically visiting the Renter at the Premises, the Renter shall pay the Collection Fees as shown on the Rental Contract.
- 15.5 It is acknowledged and agreed by the Renter that the instalments of rent have been calculated on the basis that, apart from GST, we are not liable to pay any licence fees, registration fees, taxes, duties, surtaxes, imposts, charges and/or levies in respect of the Rented Items, this Agreement or any payment under this Agreement. To the extent that we, by virtue of our title in the Rented Items or by virtue of this Agreement, are in fact liable to pay any of the foregoing, the Renter agrees that they will pay an amount equivalent to any monies paid or payable from time to time by us in respect of any such liability, by way of an additional instalment or an increased instalment as advised by us, to the extent permissible by law.
- 15.6 Subject to clauses 12.5 - 12.7, the Renter's obligations to pay the instalments of rent and any other amounts due under this Agreement are unconditional for the Term and operate even if the Rented Items break down, are damaged or destroyed. All payments are to be made without setoff or deduction on any account.

## **16. STATEMENT OF ACCOUNT**

- 16.1 At regular intervals, we will provide you with a statement of account. The maximum period for a statement of account is twelve (12) months.

- 16.2 The statement of account will be provided to you electronically, where you have agreed to this, or otherwise by post.
- 16.3 The statement of account will include the information required by law, including, but not limited to, the time period the statement applies to, the particulars of amounts paid by the Renter, any amounts credited by us to the Renter's account, any payments debited from the Renter's account and any corrections to information contained in a previous statement of account.
- 16.4 Where a Default Event has occurred and we have commenced enforcement proceedings, or the Renter dies or is insolvent, we will not provide a statement of account, unless the trustee in bankruptcy or the personal representative of the Renter requests such statement.

## **17. NOTICES**

- 17.1 Any notice or demand to be given by us to the Renter may be delivered to the Renter personally, or by leaving it at, or by sending it by post to, the Premises or by sending it via email (if the Renters have consented to receiving notices via email).
- 17.2 Where there are multiple Renters, any notice or demand will be given to each Renter unless a different arrangement is requested and the law permits it.
- 17.3 The Renter agrees to advise us of any change to:
- (a) their address;
  - (b) their banking details; or
  - (c) their personal or financial circumstances which might affect this Agreement.

## **18. BOND**

- 18.1 In our sole discretion, we may require the Renter to pay a Bond.
- 18.2 We reserve the right to retain the Bond in the event the Rented Items are not returned to us in accordance with clause 7.1(b).
- 18.3 If the Rental Contract records that a Bond has been paid to us upon the signing of this Agreement and the Renter has duly complied with all the Renter's obligations under this Agreement, we shall refund the amount of the bond in full to the Renter within seven (7) days of the expiry of the Term of this Agreement and the return of the Rented Items to us.
- 18.4 If this Agreement is terminated early by the Renter or by us because of a Default Event, the Renter agrees that we will calculate the Recoverable Amount and then deduct the Bond.

## **19. HARDSHIP**

- 19.1 If the Renter is experiencing hardship we may agree, in our sole discretion, to:
  - (a) extend the Term of this Agreement; or
  - (b) reduce instalment payments.
- 19.2 If a variation to the Agreement is agreed to by us, we will issue to the Renter, no later than thirty (30) days after the date of our agreement, a notice setting out the changes to the terms of the Agreement.

## **20. MISCELLANEOUS**

- 20.1 If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later. In addition, the termination of this agreement does not affect any rights we have to recover monies including damages from the Renter. The single or partial exercise or waiver by us of any right relating to this Agreement will

not prevent any other exercise of that right or exercise of any other rights.

- 20.2 Where there are two or more Renters, each Renter is bound by this agreement jointly and severally.
- 20.3 Each provision of this Agreement is independent of each other provision. Any provision which would otherwise be prohibited or unenforceable in any jurisdiction is, to the extent of the prohibition or unenforceability, deemed removed without invalidating, as far as is possible, the remaining provisions.
- 20.4 This Agreement is governed by the laws of the State or Territory of Australia in which you ordinarily reside when you enter into this Agreement and the parties submit to the nonexclusive jurisdiction of the courts of that jurisdiction.

## **21. EXCLUSION OF LIABILITY**

- 21.1 To the extent that the law permits, we give no condition, warranty or representation as to ownership, description, condition, merchantability, suitability or fitness (for a particular or any purpose) of the Rented Items and no such term, condition or warranty will be implied.
- 21.2 Our liability for breach of any implied term, condition or warranty which is, by law, unable to be excluded, is limited, where permitted by law, to the replacement of the Rented Items or the supply of equivalent goods or the repair of the Rented Items, as determined in our sole discretion.
- 21.3 Except as provided for by law, we will not be liable for any direct, indirect, consequential or incidental damage to any person or property or business arising as a result of:
  - (c) the use of the Rented Items by the Renter;

- (d) delivery, relocation or installation of the Rented Items by the Renter, or any other third party;
- (e) any claim of faulty design, negligent or wrongful advice in relation to the Rented Items.

## **22. INTERNAL DISPUTE RESOLUTION SERVICE COMPLAINTS**

22.1 We value our customers.

22.2 We will always aim to be fair and responsive. If you have a complaint, you have the right to expect that we will handle it in a friendly and in a professional way.

22.3 When we receive a complaint, we look on it as valuable feedback that may help us to improve the services we offer and to ensure your needs are met in a satisfactory and appropriate manner.

22.4 If you wish to make a complaint, write to us at the following address:

**[insert full company name]**

[insert full address]

Phone: [insert]

Email: [insert]

22.5 We will make all efforts possible to investigate your complaint, and provide you with a final response as soon as possible, within thirty (30) days (or twenty-one (21) days for complaints involving hardship or a default notice). If the matter is not resolved to your satisfaction, you can then refer your complaint to the Australian Financial Complaints Authority (“**AFCA**”), who can be contacted at:

**Australian Financial Complaints Authority Limited**

GPO Box 3

Melbourne VIC 3001

Phone: 1800 931 678

Fax: (03) 9613 6399

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

Website: <https://www.afca.org.au/>

## **FORM 17 – INFORMATION STATEMENT**

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### **Subsection 175 (1) of the Code Regulation 105 of the Regulations**

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?**

- 1.1 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.
- 1.2 If you want another copy of your lease, write to your lessor and ask for one. Your lessor may charge you a fee.
- 1.3 Your lessor has to give you a copy:
  - (a) Within 14 days of your written request if the contract came into existence 1 year or less before your request; or
  - (b) Otherwise within 30 days.

#### **2. WHAT SHOULD MY LEASE TELL ME?**

- 2.1 You should read your lease carefully. Your lease should tell you about your obligations, and include information on matters such as:
  - (a) Details of the goods which have been hired; and

- (b) Any amount you have to pay before the goods are delivered; and
  - (c) Stamp duty and other government charges you have to pay; and
  - (d) Charges you have to pay which are not included in the rental payments; and
  - (e) The amount of each rental payment; and
  - (f) 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
  - (g) The number of rental payments; and
  - (h) The total amount of rent; and
  - (i) When you can end your lease; and
  - (j) What your obligations are (if any) when your lease ends.
- 2.2 This information only has to be included in your lease if it is possible to give it at the relevant times.
- 2.3 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?**

- 3.1 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?**



4.1 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?**

5.1 Yes, but only if your lease says so.

**6. IS THERE ANYTHING I CAN DO IF I THINK THAT MY LEASE IS UNJUST?**

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

6.2 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 THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY (AFCA), WHO CAN BE CONTACTED AT:**

**Australian Financial Complaints Authority Limited**

GPO Box 3

Melbourne VIC 3001

Phone: 1800 931 678

Fax: (03) 9613 6399

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

Website: <https://www.afca.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?**

7.1 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?**

8.1 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 CANNOT MAKE A RENTAL PAYMENT?**

9.1 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:

(a) To extend the term of your lease and reduce rental payments; or

(b) To extend the term of your lease and delay rental payments for a set time; or

(c) To delay rental payments for a set time.

### **10. WHAT IF MY LESSOR AND I CANNOT AGREE ON A SUITABLE ARRANGEMENT?**

10.1 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?**

11.1 Yes, if you are in default under your lease. But the law says that you cannot 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?**

12.1 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.**