

SIMONS

RENTALS

1800 36 77 36

CSMA Pty Ltd
t/a Simons Rentals
ACN 094 548 473
Australian Credit Licence 450230
PO Box 201 Bungalow QLD 4870
email: admin@simonsrentals.com.au
Web: www.simonsrentals.com.au

**Lessor's Credit Guide,
Terms & Conditions,
Information Statement,
Your Privacy and the Provision of Credit (Leases)**

YOUR RENTAL CONTRACT WITH SIMONS RENTALS CONSISTS OF MULTIPLE DOCUMENTS INCLUDING THE RENTAL AGREEMENT AND TAX INVOICE, THE CREDIT GUIDE, THE TERMS AND CONDITIONS AND OTHER DOCUMENTS REFERRED TO IN THEM.

EXECUTION OF THE SIGNATURE PAGE CONFIRMS YOUR AGREEMENT TO ALL SUCH DOCUMENTS.

LESSOR'S CREDIT GUIDE

As a Lessor, we provide you with the following Credit Guide, which must be provided to you in writing, in accordance with Section 149 (152) of the National Consumer Credit Protection Act 2009.

Date of issue:	5 August, 2016	
Licensee's name (being the Lessor):	CSMA Pty Ltd, trading as Simons Rentals ACN: 094 548 473	
Licensee's registered office:	C/- Connole Carlisle 12 Gregory Street, Mackay Qld 4740	
Telephone:	1800 36 77 36	
Postal address:	PO Box 201 Bungalow Qld 4870	
Australian Credit Licence Number:	450230	
Disputes		
<p>Internal Dispute Resolution (IDR) Procedure:</p> <p>Should you have a complaint or concern in regard to your lease, including any unforeseen financial difficulty, first please contact the Lessor's IDR Manager. This can be done verbally, but it may assist if you put your complaint in writing first. The Manager will contact you to discuss the matter after making preliminary enquiries and will be pleased to assist in resolving your complaint or concern. There is no charge for this service.</p>		
IDR Manager: Ask for Dispute Resolutions Manager	Ph: 1800 36 77 36	
Email: admin@simonsrentals.com.au		
<p>External Dispute Resolution (EDR) Procedure:</p> <p>Following contact with the IDR Manager, if you are not satisfied with the outcome of the attention given to your complaint or concern, you may contact the Australian Financial Complaints Authority (AFCA) of which the Lessor is a member, with detail of your complaint or concern. There is no charge for this service.</p>		
External Dispute Resolution (EDR) Scheme membership details:	<p>AFCA: Phone: 1800 931 678</p> <p>Email: info@afca.org.au</p> <p>Or go to: www.afca.org.au</p> <p>Postal address: GPO Box 3, Melbourne VIC <u>3001</u></p>	

Please do NOT contact the External Disputes Resolution scheme before you have contacted the Internal Disputes Resolution Scheme Manager. You will probably be sent back to contact the Internal Disputes Resolution Manager and resolution of your complaint will be unnecessarily delayed.

Assessment of lease application

Under Sections 151 to 156 of the National Consumer Credit Protection Act 2009, we are required to make reasonable enquiries to assess the suitability of the lease you have requested. These Sections are concerned with whether or not the lease you seek is “unsuitable”.

If that lease would be unsuitable, under Sections 154 and 156, we are obliged to advise you that we will not participate in the arrangement of a lease for you. Suitability or unsuitability is assessed in accordance with the following criteria:

1. Whether or not you will be able to comply with the financial obligations under the lease, without substantial hardship, if at all.
2. Whether or not the lease will meet your requirements and objectives.
3. Whether or not the lease meets requirements imposed by regulation, from time to time.
4. It involves the Lessor making enquiries about your financial circumstances.
5. According to whether or not we believe the information you provide to be true.

In accordance with Section 155, if you are successful with your application and enter into a lease with the Lessor because the lease is not deemed unsuitable, you may request a copy of that assessment at any time during the following 7 years. This will be provided at no charge to you. If your copy is requested within 2 years, we will provide it within 7 days. If your request is received after the second year, we may take up to 21 days to provide you with a copy.

The following section is read out to every consumer at the time they are given a copy of this document.

IMPORTANT:

1. Read every document we give you carefully before you sign anything.
2. You can take the documents home so that you can take all the time you need to read every word of every document.
3. If you do not understand anything - ask questions.
4. Do not sign any document until all of your questions have been answered to your complete satisfaction.
5. Do not sign any document if you do not understand it.
6. You are encouraged to seek legal or other professional advice. We will not be offended in any way and we will wait while you take all the documents that we give you in order for you to get that advice.
7. We will explain the major points in the lease contract to you. It is your responsibility to listen carefully.

We hope this information has been of assistance and thank you for your enquiry.

Customer's attestation:

I have been given a copy of this document and the representative from Simons Rentals read the above "Important" section to me when they gave me my copy of the document.

.....
Signed

.....
Date

Terms and Conditions

PLEASE NOTE: THIS IS NOT A LOAN OR CREDIT CONTRACT

Parties

A contract between you (consumer/s), hereafter referred to as the **Lessee/s** and:

CSMA Pty Ltd ACN: 094 548 473 t/as Simons Rentals

a company having its registered office at (c/- Connole Carlisle), 12 Gregory Street, Mackay Qld 4740.

Tel: 1800 36 77 36

Post: PO Box 201 BUNGALOW Qld 4870

Email: admin@simonsrentals.com.au

Australian Credit Licence No. 450230

hereafter referred to as the **Lessor**,

Be it known that :

1. the **Lessor** hires goods in the course of a business hiring goods and/or as part of, or incidentally to, the conduct of another business.
2. The lease charges exceed the recommended retail price of the good/s.
3. The **Lessor** hires goods that are predominantly for personal, domestic or household purposes and has undertaken to do so on this occasion.

Terms and conditions

The parties hereby agree to the lease of goods applied for and specified in the Rental Agreement and Tax Invoice of this contract, under the following terms and conditions.

1. This is a lease contract:

- (a) this lease contract does not include an option or right to purchase, because it is prohibited under the National Consumer Credit Protection Act and associated Regulations; however
- (b) at the end of the lease term, the **Lessor** may contract with the **Lessee/s** to purchase the good/s, in accordance with the content of a statement to be issued during the term of the lease, as prescribed by the National Consumer Credit Protection Act and associated Regulations, and as an option to returning the leased good/s to the **Lessor**. This is the **Lessee/s'** decision.

2. In signing this lease, the Lessee/s attests:

- (a) the information provided to the **Lessor**, during the negotiation and signing of this lease, is truthful and to the best of the **Lessee/s'** knowledge;
- (b) they have been told exactly how much the payments will be and for how long;

- (c) they have had the concept of a lease fully explained to them by the **Lessor** and/or they have leased goods before;
- (d) they have had all questions satisfactorily answered by the **Lessor**;
- (e) this lease satisfies their requirements and objectives as presented to the **Lessor**, including that of enjoying the use and benefit of the leased good/s during the term of the lease; and
- (f) they have carefully considered their financial situation and have reasonably determined that they can afford the payments (rent) during the term of the lease.

3. Unascertainable fees and charges

In the event of a breach or default of this lease contract during the term specified, or a term as may later be negotiated or provided under this lease contract, the **Lessee/s** may become liable for one or more of the following fees or charges, which are unascertainable at the time of entering the lease contract. One fee (only) will be charged per incident. These fees may be charged at the **Lessor's** discretion, at the next available payment date, or thereafter.

(a)	Default notice fee (incl. GST)	\$ 38.50
(b)	Payment dishonour fee (incl. GST)	\$ 27.50
(c)	Lessee-specific letter fee, including overdue payment reminder (incl. GST)	\$ 22
(d)	Lease extension fee (incl. GST)	\$ 27.50
(e)	Collection department telephone call (incl. GST)	\$ 22
(f)	Personal visit to residence, re. overdue account (incl. GST)	\$ 77
(g)	Rescheduling fee (to accommodate consumer request for change in lease payment date/s) (incl. GST)	\$ 22
(h)	Lessor goods pick up at end of lease term	\$ 220 (incl. GST)
(i)	Repossession of goods following default (incl. GST)	Outsourced at reasonable cost
(j)	Legal and associated recovery/enforcement costs (incl. GST)	Outsourced at reasonable cost

4. Payment method

The **Lessee/s** agree/s to pay the lease payments (rent) by way of direct debit, unless another method of payment is negotiated between the parties to this lease contract.

5. Personal financial information

The **Lessee/s** hereby attests that all documents provided are unaltered originals, or true and fair copies of the documentation presented and that all other information provided by the **Lessee/s** is truthful and fulsome in revealing the **Lessee/s'** true financial position at the time of signing this lease contract. Such true financial position demonstrated by a selection of the following: bank statement/s; pay slip/s; invoices; account statements; and/or financial letters.

6. Changed contact details

In the event of any changes to any contact detail provided by the **Lessee/s** and included in this lease contract, during the term of the lease, the **Lessee/s** agree to contact the lessor at the

earliest possible opportunity, to notify the **Lessor** of the change/s. This includes changes to residential, employment, telephone, email, mobile, or any other contact detail.

In the absence of such notification, the **Lessor** will continue to use the last contact details given and will not be liable to the **Lessee/s** for any direct or indirect, current or consequential loss, embarrassment and/or inconvenience caused by the **Lessee/s'** failure to inform.

7. Assessment of suitability, Lessee/s objectives and requirements

The **Lessee/s** acknowledge/s that:

- (a) an assessment of the suitability of the lease was made by the **Lessor**;
- (b) such assessment was inclusive of reasonable enquiry and reasonable request for information as to the **Lessee/s'** ability to pay the lease payments (rent) without substantial (financial) hardship;
- (c) the **Lessee/s** was/were advised they would be provided with a copy of the assessment report if they were to request such;
- (d) this lease contract, satisfies the **Lessee/s'** objectives and requirements for entering into a lease;
- (e) the opportunity to closely inspect and test the leased good/s, before entering into this contract, was available to the **Lessee/s**, on request;
- (f) the good/s is/are considered suitable for their intended purpose, which has been communicated by the **Lessee/s** to the **Lessor**; and
- (g) this lease contract does not impose terms and conditions that the **Lessee/s** could regard as unfair, unjust or unconscionable, or creating substantial (financial) hardship.

8. Termination and acceleration :

Conditions under which the **Lessor** may terminate the lease are:

- (a) When the **Lessee/s** has/have defaulted and such default has not been rectified within thirty (30) days of receipt of a default notice, inclusive of a notice of intention to repossess;
- (b) In such circumstances, the **Lessee/s** will be liable for the defaulted lease payment amount/s (if any), being any lease payments overdue and other fees and charges due at the date of termination, including default fees and charges and the reasonable costs of reclaiming the good/s.

Conditions under which the **Lessee/s** may terminate the lease are:

- (c) The **Lessee/s** will provide thirty (30) days' notice, in writing; and
- (d) The **Lessee/s** will pay, in full, all lease payments due at the time of the termination including defaulted lease payment amount/s (if any), being any lease payments overdue and other fees and charges due, including default fees and charges and the reasonable costs of reclaiming the good/s.
- (e) Such amount to be paid in full on or before the thirtieth (30th) day of notice or, where such day is a Sunday or public holiday, the next business day.

On termination by either party:

- (f) The **Lessee/s** shall return the goods, hired under the lease, in good working order and in good repair (fair wear and tear excepted), to the **Lessor** during ordinary business hours, or at such other time as may be agreed, or fixed by the Court on the application of the **Lessee/s**, in accordance with Section 179 of the National Consumer Credit Protection Act 2009.

9. Delivery charges

There will be no charge for deliveries of leased or rented goods within thirty (30) kilometres of participating retail stores.

10. Hardship:

Hardship applications can be made where the **Lessee/s** reasonably believes that they will be unable to meet their financial obligations under the lease. This belief must be based on legitimate circumstances such as illness, unemployment or other reasonable cause.

In such genuine circumstances, the **Lessor** will accept negotiation for reasonable changes in the lease terms.

Changes may include:

- (a) extending the term and reducing the amount of each payment; and/or
- (b) postponing payments for a specific period.

Following a hardship application, the **Lessor** will notify the **Lessee/s**, in writing, whether or not the application has been agreed to.

If the application is agreed to, the **Lessor** will provide the **Lessee/s** with detail of the changes that have been made by that agreement.

If the application is not agreed to, the **Lessor** will inform the **Lessee/s** and provide the name of the external dispute resolution scheme of which the **Lessor** is a member (see Disputes section below).

These communications will be made within the time frames specified in the National Consumer Credit Protection Act 2009, as amended. For uniformity, this will be no more than twenty-one (21) days after the trigger event.

11. Notice:

- (a) The parties to this lease contract shall provide notice, in accordance with Section 194 and 195 of the National Credit Code, by posting or emailing, according to the postal or email address nominated by the relevant party.
- (b) Notice is deemed effective according to the following:
 - (i) immediately after sending an email;
 - (ii) four (4) business days after posting;
 - (iii) on personal delivery to the **Lessee's** residential address.
- (c) In the event that:

- (i) a reasonable attempt to give notice, by the **Lessor**, has been unsuccessful, or
- (ii) the **Lessor** has reasonable grounds for believing the **Lessee/s** can no longer be contacted at the address given, or
- (iii) the **Lessor** has reasonable grounds to believe that the leased good/s have been, or are likely to be disposed of or harmed by the **Lessee/s**,

the **Lessor** will be relieved from the obligation to give notice, in accordance with Section 194(2), National Credit Code.

- (d) Joint **Lessees** can nominate one of them to be the recipient of notices.
- (e) Where there are two or more **Lessees**, notice to one is considered notice to both.
- (f) A lawyer acting for the **Lessee/s** can receive notices on their behalf.

12. Location of leased good/s:

On receipt of written notice from the **Lessor**, the **Lessee/s** will provide information within seven (7) days, as to the location of the leased good/s.

13. Financial Statements:

In accordance with Sections 105C, 170 and 175A of the National Consumer Credit Protection Act 2009 and associated Regulations 2010 (as amended), the **Lessor** will provide to the **Lessee/s** the following statements relating to the financial circumstances of the lease:

- (a) a statement at the reasonable request of the **Lessee/s** during the term of the lease;
- (b) a statement on early termination; and
- (c) a statement at least three months prior to the conclusion of the lease term.

These statements will include mention as to whether or not the lessor is prepared to negotiate the sale of the goods leased.

14. Continuity of lease:

In the event that the **Lessee/s** continue/s possession of the leased good/s for a period after the conclusion of the term of the lease, without completing negotiation to purchase the good/s from the lessor and establishing a purchase payment amount, or without completing negotiations for the storage of the good/s, or without completing arrangements for the return of the good/s, the conditions of the lease will continue to apply as if within the lease term (notional).

15. Assignment:

The **Lessor** may assign or otherwise deal with the **Lessor's** rights under this lease at any time during the term. The **Lessor** may provide any relevant information concerning the lease or the **Lessee/s** to a third party, to assist in this assignment or dealing. The **Lessee/s** must not assign or otherwise deal with this lease without the written consent of the **Lessor**.

16. Storage costs:

The **Lessor** will not be liable for any actual or notional storage costs for the leased good/s, at any time during the term of the lease, or if they are not returned by the **Lessee/s** at the time the lease term concludes, or following an early termination decision by the **Lessee/s**.

17. Following default in payment:

In the unfortunate event that the **Lessee/s** breach/es or default/s under this contract, in particular failing to make a lease (or rental) payment in full and on time, the **Lessee/s** agree/s to pay the amount listed in the above table of unascertainable fees and charges.

Such fees and charges will be due and payable in total, on or by the date as the **Lessor** will specify in the Default Notice that will be sent to the **Lessee/s** if such an event occurs.

Further, should the default remain un-repaired and the **Lessee/s** maintain possession of the leased good/s, the **Lessee/s** will continue to be liable for lease payments (rent) in the same manner and amount as specified in this lease contract as for the lease term specified and, for the period thereafter, until the default is repaired. Should the **Lessee/s** not remain in possession of the leased goods, the debt incurred by the default, including default fees and charges, will remain due until paid in full by the **Lessee/s**.

Should any payment be made and then reversed, this will be considered under this lease contract to have never have been made and will be considered a default and as having occurred on the day a successful payment was due.

18. Default Notices:

In the unfortunate event of a failure to pay a lease payment (default) and as required under the National Credit Code 2009 and National Consumer Credit Regulations 2010, as amended, the **Lessor** will provide the **Lessee/s** with Default Notices as follows:

- (a) a Form 18, which is a notice that must be provided following a failure to make a lease payment (a default) by direct debit; and
- (b) a Form 18A, which is a notice that must be provided following default by **Lessees**; and
- (c) a standard Default Notice, which will explain what the consumer has to do to rectify or repair the default and how long the consumer has before collection or recovery action will commence, at the consumer's cost.

In accordance with Section 179D of the National Consumer Credit Protection Act 2009, the **Lessor** will not commence further recovery action until thirty (30) days after the date of this Default Notice.

This 30 days' notice will not be required if:

- i. the **Lessor** reasonably believes that the **Lessee/s** will dispose of the goods, contrary to the terms of this contract;
- ii. the **Lessor** reasonably believes that the **Lessee/s** intend/s to dispose of the goods, contrary to the terms of this contract;
- iii. after making reasonable attempts to do so, the **Lessor** cannot locate the **Lessee/s**;
- iv. the **Lessee/s** is/are made bankrupt; or
- v. the action is authorised by a court.
- vi. The **Lessee/s** hereby agree/s to make every reasonable effort to repair the default during that period. Such repair to include full payment of the rental payments outstanding, plus any fees due, in accordance with Clause 4 of this contract.

19. Lessor's right to take possession of good/s:

The **Lessee/s** hereby attest/s that the **Lessor** has made the **Lessee/s** aware of the provisions of Section 179N of the National Consumer Credit Protection Act 2009 (as amended), which provides that:

- (1) *A lessor, or an agent of a lessor, must not enter any part of premises used for residential purposes for the purpose of taking possession of goods hired under a consumer lease unless:*
- (a) *the court has authorised the entry; or*
 - (b) *the occupier of the premises has, after being informed in writing of the provisions of this section, consented in writing to the entry.*

The **Lessee/s** hereby attest/s that the **Lessor** has informed the **Lessee/s** of the provisions of National Consumer Credit Protection Regulation 2012 (No 3), Regulation 105L, in that the consent of the occupier/s, being the **Lessee/s**, must be obtained in writing and such is satisfied if a Form 19 is signed by the **Lessee/s** who is/are the occupier/s. In the alternative, the consent of the occupier/s, being the **Lessee/s**, may be obtained by calling at the premises between 8 a.m. and 8 p.m. on any day other than a Sunday or public holiday. The consent of another occupier may be similarly obtained in lieu.

The **Lessee/s** hereby attest/s that a Form 19 was not provided by the **Lessor** with this contract.

20. Consent to enter premises:

If there is any un-remedied default in the payment of the lease amounts and, if not previously signed, the **Lessee/s** will sign a Form 19, as provided by the **Lessor**, in accordance with the National Consumer Credit Regulations 2010 as amended. This Form 19 is a consent for the **Lessor** or its agents to enter the prescribed Premises, to repossess the leased goods, in particular the right of the **Lessor**, or its agent, to enter the premises between 8 am and 8 pm on any day other than a Sunday or a Public Holiday.

21. Notice of Repossession:

The **Lessor** will provide the **Lessee/s** with thirty (30) days' written notice of intention to repossess unless, if applicable, in accordance with Section 178(2) of the National Credit Code:

- (a) such repossession is at the end of the term of the lease; or
- (b) the **Lessor** has reasonable grounds to believe that the **Lessee/s** has/have disposed of the good/s hired under the lease; or
- (c) the **Lessor** has reasonable grounds to believe that the **Lessee/s** intend/s to dispose of the good/s; or
- (d) the **Lessor** has made reasonable unsuccessful attempts to contact the **Lessee/s**; or
- (e) the **Lessee/s** become insolvent; or
- (f) according to a Court order,

in which case no notice will be provided and repossession will occur as soon as practicable, at the **Lessor's** convenience.

22. Following repossession:

In the unfortunate circumstance that repossession, by the **Lessor** has been necessary:

- (a) The **Lessee/s** will be provided with a written notice by the **Lessor**, detailing the estimated value of the goods, the enforcement expenses to the date of repossession, the enforcement expenses accruing since that date and a statement of the **Lessee/s'** rights and obligations, in accordance with the applicable regulations.
- (b) The **Lessee/s** will have thirty (30) days from the date of the Default Notice previously issued, to make good.
- (c) The **Lessee/s** will be provided with a written financial statement and will be liable for any amount that may be incurred, including:
 - i. default payment amounts outstanding;
 - ii. future lease payment amounts;
 - iii. reasonable repossession expenses;
 - iv. reasonable (other) enforcement expenses.
- (d) The financial statement will also include explanation as to what will occur in the event that the **Lessee/s** fail/s to pay any outstanding balance within twenty-one (21) days of receipt of the financial statement.

23. Lease reinstatement

If there is a termination of the lease during the lease term, the **Lessor**, in its absolute discretion, may permit a reinstatement of the lease, provided all overdue payments and fees included are paid by the **Lessee** to the **Lessor**.


24. Disputes:

In the event of a dispute, the **Lessor** and **Lessee/s** agree that the process to be followed is:

- (a) the **Lessee/s** will first contact the **Lessor's** representative with whom the **Lessee/s** has/have been dealing, explain the **Lessee/s'** concerns and the outcome the **Lessee/s** wish/es to achieve.
- (b) If unsuccessful, the **Lessee/s** agrees to contact the **Lessor's** Internal Disputes Resolution Manager, either verbally or in writing. The Manager will contact the **Lessee/s** to discuss the matter after making preliminary enquiries. This will be done at no cost to the **Lessee/s**.

IDR Manager: Ask for Dispute Resolution Manager.	Ph: 1800 36 77 36
	Email: admin@simonsrentals.com.au

- (c) If unsuccessful and as a final recourse, the **Lessee/s** may contact the External Disputes Resolution scheme of which the **Lessor** is a member. This scheme is a free service for the **Lessee/s**. The contact details for this service are:

External Dispute Resolution (EDR) Scheme membership details:	AFCA: Phone: 1800 931 678 Email: info@afca.org.au Or go to: www.afca.org.au Postal address: GPO Box 3, Melbourne VIC <u>3001</u>	 afca Australian Financial Complaints Authority
--	--	--

The Lessee/s agree/s not to contact the External Disputes Resolution scheme before they have contacted the Internal Disputes Resolution Scheme Manager.

25. Condition of the goods:

The **Lessor** does not provide any warranty as to the condition, suitability for any purpose and/or safety of the good/s.

Before signing this contract, the **Lessee/s** is/are strongly encouraged to carefully inspect the good/s to assure themselves that the goods are in a satisfactory condition for the purpose intended.

26. Lessee/s' responsibility for the goods:

During the term of the lease and during any associated period when the leased good/s may continue in the possession of the **Lessee/s**, whether as a **Lessee**, or simply as a person in possession, the **Lessor** will retain ownership of the leased good/s, but the **Lessee/s** shall be responsible for:

- (a) the proper employment of the leased good/s for the intended purpose/s for which they were manufactured and in accordance with the manufacturer's instruction and recommendations; and
- (b) the care and maintenance of the good/s in proper working order and condition, including the direct and indirect costs of such responsibility; and
- (c) the good repair of any damage, however so incurred; and
- (d) the insurance of the good/s; and
- (e) in the event of theft, fire or any other hazard, the replacement of the good/s; and
- (f) any damage the leased good/s may cause to their surroundings, whether by legitimate purpose, misuse, malfunction, or other non-performance including, but not limited to, the consequential direct and indirect damage that might be caused by the good/s catching fire, being recklessly or negligently used, or otherwise creating damage in any manner; and
- (g) any and all other risks associated with the good/s.

In addition, the **Lessee/s** hereby agree/s to indemnify the **Lessor** against all liabilities which may arise in regard to the good/s' ownership, use, damage or loss.

27. Goods and Services Tax (GST):

This lease contract provides for an assessment of GST, in accordance with Subdivision 9-C, 9-70 of the A New Tax System (Goods and Services Tax) Act 1999, as amended, which is remitted to the Australian Tax Office by the Lessor.

28. Waiver

Any waiver shall only apply if provided in writing by the **Lessor** and in strict accordance with its terms. The **Lessor's** failure, or delay, in exercising any **Lessor's** right under this contract shall not constitute a waiver of such right.

29. Acceptance of lease contract:

I/we the undersigned, being the **Lessee/s**, attest that I/we:

- (a) have read and understood all the lease and associated documents provided;
- (b) are over 18;
- (c) completely understand that this is a lease contract and not a loan or credit contract;
- (d) have had this lease contract comprehensively explained to me/us;
- (e) have had adequate opportunity to ask or email questions; and
- (f) any question I/we did ask was answered to my/our complete satisfaction;
- (g) do not suffer any special disadvantage and have the full mental and legal powers to enter into a lease, without representation at the negotiation;
- (h) are aware that there are other competing lessors with whom I/we could have negotiated a lease;
- (i) have considered other forms of finance and have made an informed decision that a lease, as provided in this lease contract, best suits my/our objectives and requirements, which were communicated to the **Lessor/Lessor's** representative at the time of negotiation and assessment for this lease contract;
- (j) have not been harassed, coerced or otherwise intimidated into entering into this lease contract by the **Lessor**, the **Lessor's** representative, nor any associated third party;
- (k) were not induced by the **Lessor**, its management, employees and/or agents to make false or misleading declarations, verbal and/or written;
- (l) understand that, once I/we have signed this lease contract, I/we have entered into a legal arrangement whereby I/we are obliged to pay the lease payments for the term of the lease, or such extension of that term as this lease contract may provide;
- (m) understand that any debt (and liability for payment to the **Lessor**) created by breach or default of the lease contract terms and conditions, will survive any termination or conclusion of the lease, if unpaid or not repaired;
- (n) have been told by the **Lessor**, prior to signing this lease contract, to seek independent legal advice and to visit state or territory Consumer Affairs/Fair Trading and ASIC MoneySmart websites;
- (o) have a reasonable belief that it will be possible to pay all the lease repayments on time and in full;
- (p) do not have, and do not expect to have during the term of the lease, any circumstance that would threaten my/our ability to pay the lease payments in full and on time, including a Part IX (9) or Part X (10) arrangement, court judgement, or any litigation, or any family or employment event;
- (q) have provided original, or true copy evidentiary documentation that has not been altered, and other written information that is truthful and fulsome, so as to present my/our financial circumstances accurately;
- (r) have not provided such evidence in a better light that might encourage the **Lessor** to present the offer to lease on the basis of circumstances that were not true and/or correct; and
- (s) have honestly and accurately provided current details of all lease or credit contracts to which I/we are currently a party

Signed:

Lessee 1	Lessee 2
Date:	

Form 17 Information statement
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?

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

AFCA: Phone: 1800 931 678

Email: info@afca.org.au

Or go to: www.afca.org.au

Postal address: GPO Box 3, Melbourne VIC 3001



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.

YOUR PRIVACY AND THE PROVISION OF CREDIT (LEASES)

CSMA Pty Ltd t/as Simon's Rentals, Australian Credit Licence No.: 450230

There are **4 SECTIONS** included in this form.

By continuing to the next section in this "Your Privacy and the Provision of Credit (Leases)" form you will be indicating that you have carefully read and understood each section separately. You are indicating that you have given willing, informed, direct and not implied consent to the contents of each section. We invite you to give your consent to all four sections, but we emphasise, **you have the right to refuse to consent to any one or more of the various sections.**

Please read each Section carefully.

SECTION 1

PRIVACY CONSENT AGREEMENT

By consenting to this section you consent to Simon's Rentals and other entities, as listed below, collecting, holding, using and disclosing personal identification and credit information about you. If you do not provide us with this consent we will be unable to provide you with a lease. For more detail, read the company's Credit Information (Privacy) Management Policy available on our website or, on request, via printed copy. This policy contains **detailed** information concerning the company's management and use of your information.

The Commonwealth Privacy Act 1988, as amended, the Commonwealth Privacy Regulations 2013, and the Credit Reporting Privacy Code 2014 empower and regulate Simon's Rentals in accordance with the following.

Use of your Information - Australian Privacy Principle 6

In accordance with Sections 21G, 21H, 21J and 21 M of the Privacy Act, Simon's Rentals collects and holds your personal identification and credit information only for the following purposes:

- to verify your identity and other information provided;
- to assess any application you make for a lease;
- to assess your financial circumstances;
- to help us process your application for a lease in an efficient manner;
- to avoid the chance you may default on your payment obligations;
- to notify you of a default;
- to notify other lessors of a default;
- to facilitate the collection of overdue payments;
- to efficiently manage and administer the lease and any services we provide to you; and
- to introduce you to another lessor, when we act as a referrer.

This information can include any information about your credit worthiness, credit standing, credit history, or credit capacity, that you, other lessors and credit reporting bodies and their authorised agents are allowed to provide to Simon's Rentals under the Privacy Act and/or Credit Reporting Privacy Code. It may also include information provided by referees, relatives, real estate agents and employers listed on your lease application.

By agreeing to this Section, you authorise Simon's Rentals to contact your bank, real estate agent, landlord, payroll officer and employer (past and present), plus referees and third parties listed in the lease application/assessment form, to provide any and all permitted relevant information they may have regarding you, including tenancy or employment history and bank account and other financial details.

Simon's Rentals may ask you for documents, including one or more of the following:

- 90 days of bank statements, to date of application;
- driver's licence;
- Centrelink income statements;
- employment payslips;
- bills and invoices, showing current address and payment information;
- bank cards;
- passport;
- birth certificate;
- proof of age cards;

and the like.

This information is only accessed as required by Simon's Rentals' employees, representatives, professional advisers, contractors and other service providers, to facilitate the above purposes. Simon's Rentals will not sell, rent or trade your personal information.

Simon's Rentals reasonably assumes that any referral to third parties that you may nominate, in order that Simon's Rentals may obtain or verify your personal and other information, will have been with the agreement and knowledge of the third parties involved and that you will have made them aware of the purposes and use of such information, prior to Simon's Rentals contacting them.

Information disclosure to a credit reporting body

In accordance with Section 21D of the Privacy Act, Simon's Rentals has chosen to continue with the lawful negative credit reporting (privacy) regime. By consenting to this section, you specifically agree that the company may provide information to Veda, a credit reporting body. This disclosure will be for the following purposes only:

- to obtain identity verification information;
- to obtain a consumer credit report about you, and/or
- to allow the credit reporting body to create or maintain a credit information file, containing information about you.

Your identity verification

Simon's Rentals may verify your identity by attempting to match information you have provided with that held by a verification company and/or a credit reporting body. This task may involve the disclosure of your name, date of birth and address, to verify whether or not the personal identity information you have provided to Simon's Rentals matches information held by that third party.

If we are unable to verify your identity by the above means, the company will inform you, so that you might contact the verification company or credit reporting body to update your information they hold, or you may ask Simon's Rentals to attempt to verify your identity by alternate means.

Information disclosed to one or more credit reporting bodies

The information disclosed to the credit reporting body is limited to (if applicable):

- identity particulars - your name, sex, address (and previous two addresses), date of birth, name of employer and driver's licence number;
- your application for a lease;
- the fact that Simon's Rentals may provide, or has provided you with a lease;
- the fact that your lease has incurred overdue account status;
- the fact that your lease has incurred default status; and
- information that, in the reasonable opinion of Simon's Rentals, you have committed a serious credit infringement (i.e. you have been fraudulent, or indicated an unwillingness to make your lease payments).

Information disclosure to other entities

Under Part 111A of the Privacy Act, Simon's Rentals may disclose your personal information to:

- credit providers;
- other lessors;
- our external service providers and their agents who provide business services to us, on a confidential basis, only for the purpose of our business;
- the Australian Financial Complaints Authority (AFCA), to which a complaint relating to a particular service we provide to you can be referred. Telephone - 1800 931 678, email - info@afca.org.au, Postal address - GPO Box 3, MELBOURNE VIC 3001, website - www.afca.org.au; and
- any court or tribunal as may be required by law.

Simon's Rentals may provide limited permitted information to real estate agents, employers, referees and other third party entities that you may have listed in the application/assessment form associated with your application for a lease, for identity and/or credit information verification purposes.

The names and contact details of the other lessors and/or credit providers with whom we have shared information, if any, will be provided on request, as they vary from time to time and for the particular consumer.

Referred information

The information we may provide to another lessor, when acting as a referrer, will be limited to the following:

- your name;
- your contact details; and
- the purpose of your proposed lease.

Period to which this understanding applies

The information may be collected or disclosed before, during, or after the term of the provision of the lease.

Information disclosure in the event of a default of your payment obligations

In the event of the creation of an overdue account and/or default of the payment conditions entered into in with Simon's Rentals, any information you have provided may be made available to personnel employed by solicitors and/or debt collection agencies authorised by Simon's Rentals to assist in the process of recovery of the overdue payments, plus all associated fees and charges (if any) and all relevant legal and reasonable administrative costs incurred.

Access to your personal information

You may access your personal identification and credit information and request changes where relevant. You can apply to Simon's Rentals to obtain access to your personal information by contacting the Privacy Compliance Manager by email at admin@simonsrentals.com.au, or post to PO Box 201 BUNGALOW QLD 4870.

You can also apply to access the personal information Veda holds about you. They may be contacted on telephone no. 1300 762 207, or through www.mycreditfile.com.au.

Concerns and complaints

If you have any privacy management concerns during the application process and term of the lease, please contact Simon's Rentals' Privacy Compliance Manager. You also have a right to ask the relevant credit reporting body not to use your information for pre-screening credit offers and/or not to use your information, if you believe that you have been a victim of fraud.

Commercial credit Information

In order to assess an application for a lease, Simon's Rentals may obtain a report containing information about your commercial credit activities and/or credit worthiness from a credit reporting body. To the extent that any of this information could be regarded as personal, the provisions outlined in this section, in regard to personal information, apply.

DECLARATION BY CONSUMER

I/we hereby declare that I/we have read the above and note and accept the rights of Simon's Rentals concerning the collection and use of my/our personal identification and credit information.

Consent of consumer/s, please sign here:

Date:

SECTION 2

Information Disclosure and Communications Under the SPAM Act 2003

You are informed that Section 16 of the Spam Act provides that Simon's Rentals cannot communicate with you via a "commercial electronic message" (email, fax, SMS) without your consent.

As you would expect, for speed and convenience, where possible and with your permission, Simon's Rentals would prefer to communicate with you using such electronic means. Without your permission, written communications will have to be conveyed by Australia Post.

DECLARATION BY CONSUMER

I/we hereby declare that I/we have read, understood and noted the above and hereby provide my/our express and informed consent for Simon's Rentals to communicate with me/us electronically, via email, fax and/or SMS as relevant, address details for which we have willingly provided for contractual and communications purposes.

Consent of consumer/s, please sign here:

Date:

SECTION 3

The Electronic Transactions Act 1999

You are informed that the Electronic Transactions Act requires that, before Simon's Rentals can communicate with you electronically (email, fax, SMS), you also have to give permission under that Act for Simon's Rentals to communicate with you in that way.

We seek your permission to:

1. electronically format and send you the information that we are obliged to provide under the National Consumer Credit Protection Act 2009 and associated Regulations;
2. send you electronic messages, rather than providing paper copies.

You are informed that, in giving this permission, you are agreeing to:

- (a) use the relevant computer programs and have sufficient internet capacity to interact with Simon's Rentals' system;
- (b) regularly check your email Inbox and/or fax machine and/or SMS Inbox;
- (c) not blame Simon's Rentals if any properly sent electronic message does not reach you; and
- (d) notify Simon's Rentals of any changes to your electronic addresses, and absolve Simon's Rentals from any liability if you fail to do so.

We remind you that you can withdraw your permission for the above at any time, provided you give Simon's Rentals 24 hours' notice, confirming your current address and contact details.

DECLARATION BY CONSUMER/S

I/we hereby declare that I/we have read, understood and noted the above and hereby provide my/our express and informed consent for Simon's Rentals to communicate with me/us electronically, under the Electronic Transactions Act 1999 and associated Regulations.

Consent of consumer/s, please sign here:

Date:

SECTION 4

Information Disclosure Under the Commonwealth Anti-Money Laundering and Counter-Terrorism Legislation

You are informed that, under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act), there are provisions for the use of credit reporting information to assist in identity verification. By consenting to this section, you attest that Simon's Rentals has informed you of the following statutory provisions.

Under Section 35A(1), this can include the electronic provision of your name and/or address and/or date of birth, as you may have provided to us, to a credit reporting body. This information can and frequently has to be provided to credit reporting bodies by Simon's Rentals, for a matching process entailing comparison with personal information about you they already have on their files.

If there is no satisfactory match found and/or the level of verification which we must seek, as part of both our AML/CTF responsibilities and our mandatory credit unsuitability/suitability assessment process under the National Consumer Credit Protection Act 2009 and associated Regulations, is not achieved, we must give you the opportunity to verify your identity by alternative means.

In these circumstances, if you choose not to attempt to verify your identity by contacting the credit reporting body yourself, or by alternative means, or your contact with the credit reporting body is unsuccessful, or we determine that the alternative has failed to provide adequate identity verification, we cannot provide you with a lease. To do so would threaten our Australian Credit Licence.

Please note that we have to keep a record for 7 years regarding which credit reporting body we contacted, the personal information we provided and the assessment with which we were supplied.

DECLARATION BY CONSUMER/S

I/we hereby declare that I/we have read, understood and noted the above and hereby provide my/our express and informed consent to allow Simon's Rentals to undertake electronic or emailed verification of my/our identity.

Consent of consumer/s, please sign here:

Date: