

Lease  **24/7**

Furniture and Home Appliance Rentals

Terms and Conditions



TERMS AND CONDITIONS - LEASE 24/7

In this these terms and conditions (**Terms and Conditions**), "Lease 24/7", "we", "us" and "our" mean Wittenham Pty Ltd (ACN 165 433 894) Australian Credit Licence 448817 and our related bodies corporate from time to time.

IMPORTANT

BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: 'THINGS YOU SHOULD KNOW ABOUT YOUR CONSUMER LEASE'.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- **Do not sign** this contract document if there is anything you do not understand.
- **Once you sign** the Lease Schedule, you will be bound by the lease agreement comprising that Lease Schedule and these Terms and Conditions (referred to as "**this Agreement**").

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1. Lease Agreement

1.1 Agreement

- a. Subject to the terms of this Agreement, we agree to lease to you, solely for your personal use, the Goods for the Term.
- b. Subject to the terms of this Agreement, you are solely responsible for the Goods for the Term.

1.2 Application

By submitting an Application, you agree that if we accept your offer by executing this Agreement, you agree to lease the Goods from us and we agree to lease the Goods to you in accordance with these Terms and Conditions and the Lease Schedule.

1.3 Application for Goods requiring payment of Delivery Administration Fee prior to delivery

Following receipt of an Application, if the Goods requested in the Application are goods that we require you to pay us a Delivery Administration Fee for prior to delivery:

- a. We will prepare and deliver to you for signing a lease schedule which will confirm the details of the Goods to be delivered subject to this Agreement (**Initial Lease Schedule**).
- b. Upon execution of the Initial Lease Schedule and payment of the Delivery Administration Fee, we will arrange with you for the Goods to be delivered to your Address during normal business hours or at an agreed time.
- c. Not all details required to be included in the lease schedule may be available to be included by us at the time the Initial Lease Schedule is signed (including the Commencement Date and expiry of the Term). Accordingly, you authorise us, on delivery of the Goods, to insert these dates in the Initial Lease Schedule and we will provide you a copy of the finalised Lease Schedule on delivery.
- d. You may end this Agreement before the Goods are delivered to you by giving us written notice. If you do this, you will not have to pay an Early Termination Fee, but you must immediately pay any fees which were incurred before you ended this Agreement.
- e. You may not make any claim or reject the delivery of any Goods unless such Goods are materially inconsistent with our original description of the Goods (for the avoidance of doubt, if the Goods are a different colour than as specified in any description, this will not be a material inconsistency entitling you to reject the Goods).

1.4 Warranties

You warrant that all statements made and documents provided in or in connection with this Agreement and all representations which you have or may make are true and correct. We have relied on your statements, documents and representations in entering into this Agreement and will continue to do so in our dealings with you.

1.5 No offer by Lease 24/7

You acknowledge and agree:

- a. we own the Goods;
- b. nothing in this Agreement may be constituted as an offer by us to sell the Goods to you; and

- c. nothing in this Agreement grants you a right, or imposes an obligation on you, to purchase the Goods from us during or at the expiry or earlier termination of the Term.

1.6 Offer to purchase

You may choose to make an offer to purchase the Goods from us at the end of the Term, however we have no obligation to accept any offer by you to purchase the Goods.

2. Term

2.1 Term

This Agreement commences on the Commencement Date and expires on the expiry of the Term or earlier termination of this Agreement.

2.2 Commencement Date

Unless otherwise noted in the Lease Schedule, the Commencement Date will be the date of delivery of the Goods.

3. Delivery

3.1 Delivery

Subject to clause 1.3, upon execution of this Agreement, you acknowledge the Goods have been delivered to your Address and you accept the delivery of the Goods on the date you executed this Agreement.

3.2 Acceptance of Goods

You may not make any claim or reject the delivery of any Goods unless such Goods are materially inconsistent with our original description of the Goods.

3.3 Risk

Risk of loss in or damage to the Goods passes to you when the Goods are delivered to your Address.

4. Amounts payable

4.1 Payments

You must pay to us:

- a. all lease payments outlined in the Lease Schedule as we require;
- b. all other amounts you owe us under this Agreement; and
- c. all applicable fees and charges as set out in the Lease Schedule and Fee Schedule, (Lease Payments) and;
- d. an amount equal to Government Charges; and
- e. on the last day of the Term, or earlier termination, the Balance that remains unpaid.

4.2 Method of payment

All Lease Payments are to be made as directed by us. You must sign any forms required by us to effect the Lease Payments. Lease Payments must be made in full, without any deduction or set-off for any amount we owe you.

4.3 Allocation of payments

We may use any payment we receive from you in satisfying money due from you in any way we determine including to any other agreement you may have with us.

5. Direct Debit

5.1 Account

If we require you to use direct debit to make payments under this Agreement, you must not cancel the direct debit authorisation or close the account without making alternate arrangements.

5.2 Authority

- a. We will not debit the nominated account or payment service or accept the funds transfer if you withdraw your authority or authorisation at least 5 business days before a payment is due.
- b. If you withdraw the direct debit authority or your authorisation for us to debit your account or payment service, you must pay us any amount payable on the due date and provide a new direct debit authority.

6. Obligations

6.1 Positive obligations

You must:

- a. maintain and keep the Goods in a condition which is generally as good having regard to its condition as at the Commencement Date (allowing for fair wear and tear);
- b. comply with all laws and all requirements of any government or semi-government authority, administrative, fiscal or judicial body, department, commission or other similar body which affect the Goods or their possession or use;
- c. immediately notify us if the Goods are lost, stolen, damaged, destroyed or become defective;
- d. only have the Goods serviced by an appropriately qualified person;
- e. notify us immediately if your Address changes;
- f. tell us where the Goods are, within 7 days of being asked; and
- g. upon reasonable notice, provide us access to the Goods if we request in order for us to exercise our rights under this Agreement.

6.2 Access

You must give us access to the Goods on reasonable notice to:

- a. re-take possession of the Goods in accordance with this Agreement;
- b. inspect the Goods; and
- c. maintain, replace or repair the Goods in accordance with this Agreement.

6.3 Negative obligations

You must not:

- a. sell, hire or deal with part or all of the Goods in any way;
- b. part with possession of the Goods;
- c. use the Goods for any illegal or unlawful purpose;
- d. conceal, alter or damage the Goods in any way;
- e. do anything which reduces the value of the Goods (fair wear and tear excepted);

- f. abandon, lose or dispose of the Goods;
- g. replace the Goods with similar goods; or
- h. use the Goods in a manner other than how they are intended to be used.

6.4 Portable Goods

- a. If the Goods are Portable Goods you may use them at any location provided the Goods remain in your sole possession and control.
- b. If the Goods are not Portable Goods, you must only use them at your current Address unless otherwise agreed to by us in writing.

6.5 Digital Goods

If the Goods are Digital Goods, you must:

- a. not breach any copyright or other licence attached to any software installed on the Digital Goods;
- b. take reasonable steps not to cause any computer virus or malicious software to be introduced or installed onto the Digital Goods; and
- c. not tamper with or remove any protective seal or cover on the Digital Goods.

7. Lost, damaged or stolen Goods

7.1 No obligation to repair or replace

- a. If the Goods are damaged, destroyed or become defective we will inspect the Goods in accordance with clause 8.
- b. We are not obliged to repair or replace Goods that are damaged or destroyed or rendered defective if, in our opinion (acting reasonably), the damage, destruction or defect was caused or contributed to by your negligent, careless or intentional act or omission.
- c. If we provide notice under clause 8.1 that we are not responsible for repairing or replacing the Goods, you must, within 5 days of the date of the notice either:
 - i. arrange, at your cost, for the Goods to be repaired by a suitably qualified professional and provide evidence to us that the repairs have been satisfactorily completed; and
 - ii. continue to pay your Lease Payments to us; or
 - iii. provide notice terminating this Agreement and pay to us the Balance, including any Early Termination Fee.

7.2 Events outside your control

Without limiting any of your rights under the Australian Consumer Law, and subject to the terms of this Agreement, we are not responsible for Goods that are damaged or destroyed during the Term as a result of:

- a. robbery, burglary or housebreaking;
- b. fire or smoke, soot, ash and other by-products of fire;
- c. flooding and/or bursting of a fixed water installation; or
- d. weather events (such as but not limited to: lightning, cyclone, storm).

7.3 Insurance

- a. You acknowledge:
 - i. the Goods are not insured by us for loss, theft or accidental damage while they are in your possession;
 - ii. we do not offer insurance for loss, theft or accidental damage; and

- iii. you are encouraged to insure the Goods as part of your contents insurance or, if you do not have contents insurance, that you do so for at least the Replacement Value in the case of loss, theft or accidental damage.

7.4 Consumer protection

- a. The Goods come with guarantees that cannot be excluded under the National Consumer Legislation.
- b. If the Goods are defective or become defective during the Term through no fault of your own, we will repair or replace the Goods with goods which are similar in age, size and feature to the Goods without charge to you.

7.5 Stolen or lost Goods

We are not obliged to replace stolen or lost Goods.

8. Inspecting damaged, destroyed or defective Goods

8.1 Inspection process

If the Goods are damaged, destroyed or become defective, we will:

- a. make arrangements with you:
 - i. for us to inspect the Goods at your Address; or
 - ii. to return the Goods to us or to a third party nominated by us, for inspection;
- b. assess the Goods to determine how the Goods were damaged or destroyed or rendered defective and if the Goods should be repaired or replaced with goods which are similar in age, size and feature to the Goods (including, by having regard to whether the Goods are covered by a product or manufacturer's warranty); and
- c. upon completion of our investigation, will notify you if in our opinion (acting reasonably) we are, or are not, responsible for repairing or replacing the Goods.

8.2 Lease Payments

- a. If, in accordance with clause 8.1, we determine we are responsible for repairing or replacing the Goods, Lease Payments are not payable from the date we or our nominees receive the Goods for inspection under clause 8.1 until the date you received the repaired Goods or replacement Goods from us or our nominated representative.
- b. Nothing in the clause limits your liability to pay Lease Payments payable up until the date the Goods are received by us or our nominated representatives for inspection under clause 8.1.

8.3 Repaired Goods

- a. If we elect to repair the Goods, we will use reasonable endeavours to ensure the Goods will be repaired as soon as reasonably practical having regard to the nature and extent of the damage and the availability of the necessary parts.
- b. Once we have notified you the Goods have been repaired, you must promptly notify us of a suitable time and date for delivery of the Goods.

8.4 Replacement Goods

If we are required to repair the Goods in accordance with these Terms and Conditions and we reasonably decide:

- a. the Goods cannot be repaired within 30 days of us electing to repair the Goods; or
- b. the Repair Costs exceed the Replacement Value,
- c. we will replace the Goods with goods which are similar in age, size and feature to the Goods and deliver them to your Address at an agreed time.

8.5 Agreement to continue

This Agreement will continue to apply to any replacement goods provided to you in accordance with clause 8.4, whether they are provided:

- a. during assessment of defects, damage, destruction or theft of the original Goods;
- b. pending repair and return of the original Goods; or
- c. in permanent replacement of the original Goods that were destroyed or damaged beyond repair.

8.6 No obligation on expiry Term

Upon expiry of the Term or earlier termination of this Agreement, we will have no obligation to repair or replace the Goods.

9. Responsibility

9.1 Lease 24/7 responsible

If we, acting reasonably, determine you are not responsible for the Goods being damaged, destroyed or rendered defective, you will not be required to pay any amount that relates to the period from when you told us the Goods were damaged, destroyed or defective until:

- a. the Goods have been repaired and delivered to you; or
- b. the Goods have been replaced with goods which are similar in age, size and feature to the Goods, but you must still pay us any Lease Payments outstanding during this period.

9.2 Lease 24/7 not responsible

If we, acting reasonably, determine that we are not responsible for repairing or replacing the Goods under the terms of this Agreement, including because you caused the Goods to be damaged, destroyed, or rendered defective or the Goods were lost or stolen or you did not comply with the terms of this Agreement, you must pay us:

- a. our reasonable costs for assessing the Goods (if applicable); and
- b. any other amount which you owe us under this Agreement including any payment obligations that were suspended or amounts credited to you during the assessment period,
- c. and, if we repair or replace the Goods, you must also pay:
- d. if the Goods are lost, stolen or destroyed, the Replacement Value; or
- e. if the Goods are defective or damaged, the Repair Administration Fee and Repair Costs; or
- f. if we reasonably determine that the Goods are defective or damaged beyond reasonable repair, the Replacement Value.

10. End of Term arrangements

10.1 Return of Goods

- a. You must arrange for the return of the Goods to us, in accordance with our directions (including by us or our authorised representatives collecting the Goods), on the last day of the Term.
- b. When you return the Goods to us the returned Goods must be in Good Working Condition.
- c. If the Goods are not returned cleaned and free of contaminants, a Cleaning Fee may be payable
- d. If the Goods are Digital Goods, you must remove or delete all personal files and data (including personal information) from the Digital Goods. We have no obligation to remove your personal files and data from the Digital Goods, but may do so at your expense if you do not. Before doing so, we will first give you a reasonable opportunity to do so. We will not be responsible, or liable, to you for any personal files or information that you do not remove or delete from the Digital Goods.
- e. If you arrange for us or our authorised representatives to collect the Goods and on the date agreed you do not provide us access, you will be charged a Cancellation or Site Visit Fee.

10.2 Failure to return

- a. If you do not return the Goods to us or the Goods have been damaged beyond reasonable repair, you must pay to us the Replacement Value.
- b. If you do not return the Goods to us on the last day of the Term, or any earlier termination, and you have not entered into a new Lease in respect of the Goods, you will be in breach of this Agreement.

11. Termination by you

11.1 Early termination

You may terminate this Agreement at any time if:

- a. you notify us in writing of your intention to end this Agreement and return the Goods;
- b. at the time the Goods are returned, the Goods are in the same condition (allowing for fair wear and tear) as the Goods were in when you first received the Goods; and
- c. You pay to us the Balance, including the Early Termination Fee and any other applicable fee including Collection Fee, Cleaning Fee, Repair Administration Fee and Repair Costs.

At any time, you may request a calculation of your Early Termination Fee.

11.2 Repayment of unused Lease Payments

We must pay to you (after the deduction of any amount you owe to us) any unused Lease Payments.

12. Default and termination

12.1 Default by you

You will be in default of this Agreement if:

- a. you do not pay an amount due under this Agreement by the date it is due;
- b. you breach any provision of this agreement or any other agreement you have with us;
- c. any representation made by you to us or our agents proves to be untrue or misleading;

- d. you breach a material undertaking given at any time to us;
- e. the Goods are lost or stolen and we are not required under the terms of this Agreement to replace them; or
- f. you become insolvent or are jailed.

12.2 Notice to remedy

If you are in default, we may give you a default notice. Subject to requirements under the National Consumer Legislation, if you do not or cannot remedy the default within the relevant period stated in the notice, we may enforce our rights under this Agreement including by terminating this Agreement. In some circumstances we are not required to give you a default notice before enforcing our rights.

12.3 Enforcement expenses

Enforcement expenses may become payable under this Agreement in the event of a default. You must pay us any reasonable expenses we reasonably incur in enforcing this Agreement and our rights in the event of default including:

- a. in the case of the Goods, expenses incurred in preserving and maintaining the Goods;
- b. legal fees; and
- c. the use of our staff and facilities.

We may add the enforcement expenses to the Balance.

12.4 Termination

Upon termination by us for a default by you, you must pay to us the Balance (including any Early Termination Fee and any other applicable fees) and return the Goods as directed by us in the same condition (allowing for fair wear and tear) as the Goods were in when you first received them. If you fail to return the Goods to us as required by this Agreement you may be liable to pay further fees as outlined in the Lease Schedule. If the Goods are not in the same condition (allowing for fair wear and tear) we may charge you the Repair Administration Fee and Repair Costs.

12.5 Digital Goods

Upon termination by us for a default by you, if the Goods are Digital Goods:

- a. we may deactivate the Goods;
- b. we may either deny you access to the Goods or deny you access to any software program run by the Goods,

but will provide you a reasonable opportunity to remove any personal information from the Digital Goods. You acknowledge we have no obligation to remove your personal information from the Digital Goods.

12.6 Amounts payable

Upon termination by us for a default by you, you must pay to us:

- a. any other amounts which you owe us under this Agreement that remain unpaid;
- b. the Early Termination Fee;
- c. our enforcement expenses; and
- d. the Balance.

13. Breach by us

- a. If we do not materially comply with our obligations under this Agreement or at law you may choose to give us an opportunity to remedy the breach.
- b. If you give us an opportunity to remedy our breach and we fail to do so, you may end this Agreement without penalty by giving us 30 days' prior written notice of termination or if the breach can be remedied you may remedy the breach at our cost.
- c. If you choose to terminate the Agreement, you must return the Goods to us or our nominated representatives in the condition required in 11.1(b) at the end of the notice period.
- d. If you lawfully terminate this Agreement due to our failure to remedy our default, we will reimburse you for amounts paid to us by you from the date we received a notice to remedy breach in accordance with clause 13(a) and for your reasonable costs of returning the Goods to us.

14. Warranties, disclaimers, limitation of liability and indemnity

14.1 Warranties

To the maximum extent permitted by law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.

14.2 Australian Consumer Law

Nothing in this Agreement is intended to limit the operation of the National Consumer Legislation. Under the National Consumer Legislation, in particular the Australian Consumer Law, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the Goods provided.

14.3 Indemnity

You agree at all times to indemnify and hold harmless us and our representatives (**those indemnified**) from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by you due to your breach of any term of this Agreement or any negligent, misleading, fraudulent or criminal act or omission.

14.4 Limitation of liability

To the maximum extent permitted by applicable law, and without limiting your rights under the National Consumer Legislation, our maximum aggregate liability to you in respect of loss or damage sustained by you, including for breach by us of this Agreement however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, under or in connection with this Agreement is limited to the total amount paid and payable by you to us under this Agreement.

14.5 Force majeure

A party will not be liable for any failure or delay in the performance of its obligations under this Agreement (other than to make payment) to the extent that the failure or delay has been caused by an event beyond

its reasonable control, including without limitation acts of government or regulatory bodies, war, terrorist acts, industrial disputes, fire, pandemics, epidemics, quarantines, floods, storms, earthquakes or acts of God (**Event of Force Majeure**).

14.6 Exclusion of liability

- a. To the extent permitted by law, we will not be liable to you or any other person, whether under the law of contract, in tort (including in negligence), for breach of statutory duty or otherwise unless expressly stated to the contrary in this Agreement, for any injury, loss, damage, cost or expense relating to, arising from or in connection with the conduct of a third party supplier including but not limited to any Event of Force Majeure.
- b. Nothing in this Agreement limits or excludes our liability:
 - i. for death or personal injury caused by our negligence or wilful misconduct or that of our employees, as applicable;
 - ii. for fraud or fraudulent misrepresentation by us or our employees, as applicable; or
 - iii. where liability cannot be limited or excluded by applicable law.

14.7 Survival

For the avoidance of doubt, the provisions of this clause 14 shall survive the expiration or termination of this Agreement.

15. Notices

We may give you any correspondence, notice or other document by personal delivery, prepaid ordinary post, facsimile or email sent to your address shown on the Lease Schedule, or sent to your last Address known to us. We may also give a notice in any other way authorised by law, noting that in some circumstances we may not be required to give you a notice. You must notify us as soon as possible if you change or intend to change your name or address.

16. Personal information

16.1 Collection and use of personal information

- a. Any personal information we collect about you either directly or indirectly will be used, and disclosed by us as set out in our Privacy and Credit Reporting Policy located at www.lease247.com.au/privacy.
- b. You authorise us to collect, use and disclose your personal information that we may receive from you, credit reporting bodies, credit providers or other third parties for the purposes of assessing your suitability to enter into this Agreement, and otherwise for the purposes outlined in our Privacy and Credit Reporting Policy.

17. Electronic communication

17.1 Electronic communications

Each party acknowledges and agrees that they may provide communications to the other party, including signing by digital signature, by electronic communication in accordance with the *Electronic*

Transactions Act 1999 (Cth) and associated regulations, or other similar or analogous legislation applicable to the Agreement.

17.2 Electronic signing

- a. In this clause, SignNow means the secure electronic signature technology system operated by airSlate Legal Forms, Inc.
- b. Without limiting clause 21.6:
 - i. The parties acknowledge and agree that prior to the signing of this Agreement that you and we consented to the Agreement being electronically signed using SignNow.
 - ii. This Agreement may be validly created by counterparts electronically signed by each party using SignNow and shall together be deemed to constitute one and the same instrument.
 - iii. It is agreed that the delivery of a counterpart of the Agreement bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented.
 - iv. For the avoidance of doubt, no witnessing of a party's signature is required.
 - v. The parties agree to be bound by copies of this Agreement which has been electronically signed using SignNow in accordance with this clause.
 - vi. The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 1999* (Cth), in relation to the execution of this Agreement.
- c. A party may sign electronically a soft copy of this document through SignNow or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

17.3 Electronic communication

Where you have authorised us to provide you with this Agreement and other notices electronically:

- a. we will send the documents to your email address shown on the Lease Schedule, or as otherwise nominated by you in writing;
- b. you will not receive a paper copy of the documents unless you request it in writing;
- c. you must regularly check to see if you have received any electronic communication from us;
- d. your nominated address must always be capable of receiving electronic communications;
- e. you must print or save the documents as required;
- f. you must notify us in writing of any change to your email address within 7 days of that change; and
- g. you may cancel your authorisation to receive the documents electronically at any time, by notifying us in writing.

18. Dealing with Agreement

- a. You may not assign your rights under this Agreement to another person. We may assign, novate or otherwise deal with this Agreement at our absolute discretion. You agree that we may disclose

- b. any information or document that we consider necessary to help us exercise these rights.
- b. You must sign anything and do anything we reasonably require to enable any dealing with this Agreement. To the extent permitted by law, any dealing will be free of any set-off, equity or cross-claim which you would have had against us or any assignees of this Agreement, but for this clause.

19. Dispute resolution

19.1 Internal dispute resolution

We recognise, promote and acknowledge customer's rights to comment and complain and have people, processes and policy to resolve any complaint in a professional and timely manner. We will handle your complaints in line with our Dispute Resolution Policy located at www.lease247.com.au/disputes. You can also request a copy of our dispute resolution policy by calling us on 1800 81 91 10.

19.2 External dispute resolution

If you are not satisfied with the decision or handling of your dispute by our internal dispute resolution team, you may refer the complaint to the Australian Financial Complaints Authority (AFCA). Details of how to lodge a complaint with the AFCA are outlined in our Dispute Resolution Policy located at www.lease247.com.au/disputes.

19.3 Further action

If the AFCA is unable to resolve the issue, you may have a right to take this matter to the Court or Tribunal System in your State or Territory.

20. Hardship

Under the National Consumer Legislation, you have the right to request hardship assistance in certain circumstances. If you are unable to reasonably meet your obligations under this Agreement due to financial hardship you may apply to us for hardship relief.

21. General

21.1 Variations

- a. No variation of this Agreement, nor consent to a departure by a party from a provision, will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it.
- b. The non-exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by notice signed by the party (or its authorised representative) to be bound by the waiver.

21.2 National Consumer Legislation and other laws

To the extent that this Contract is regulated under the National Consumer Legislation or any other laws, any provisions which do not comply with that legislation have no effect, and to the extent necessary, this Agreement is to be read so it does not impose obligations prohibited by that legislation.

21.3 Further assurances

Each party to this Agreement must do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by notice from another party to carry out and give effect to the terms and intentions of this Agreement and to perfect, protect and preserve the rights of the other parties to this Agreement.

21.4 Attorney

Subject to any applicable law, you appoint us as your attorney (with power to appoint substitutes) to execute all documents and do everything:

- a. which you must do under this Agreement;
- b. which we are entitled to do under this Agreement; or
- c. for protecting or preserving our interest in the Goods.

You cannot revoke this power of attorney until you have paid to us all moneys you owe under this Agreement. You must ratify and confirm anything which we do in exercising this power of attorney.

21.5 Applicable law

This Agreement is governed by the law in force in Queensland. You and we submit to the non-exclusive jurisdiction of the courts of that place.

21.6 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

21.7 Authority to complete

You agree that we may fill in any blanks in any document related to the Agreement (such as an acknowledgment or date).

21.8 Entire agreement and understanding

The parties acknowledge and agree the Lease Schedule and these Terms and Conditions are the entire agreement and understanding between the parties on everything connected with the Goods.

22. Definitions and interpretation

22.1 Defined terms

These words and expressions have the following meaning when used in this Agreement:

Address means:

- a. your address listed in the Lease Schedule; or
- b. if you move and tell us, the new address you give us.

Agreement means a consumer lease of the Goods between you and us comprising:

- a. the Lease Schedule; and
- b. these Terms and Conditions.

Application means an application submitted by you to us to lease the Goods from us.

Balance means, at any time, the difference between the total amount owing (including outstanding Lease Payments and any applicable fees and charges outlined in the Lease Schedule and Fee Schedule) and all amounts paid under this Agreement at that time.

Commencement Date has the meaning given in clause 2.2, in respect of this Agreement, the date the Goods have been delivered to you and if the Goods are delivered at different times, the date on which the last of those Goods described in the Lease Schedule are delivered to you.

Delivery Administration Fee means the fees payable prior to delivery of the Goods on account of our costs in arranging ordering and delivery of the Goods as outlined in the Lease Schedule.

Fee Schedule means the fee schedule included at Schedule 1 of these Terms and Conditions.

Good Working Condition means the Goods are in good working order and free from damage (having regard to the condition of the Goods as at the Commencement Date), clean and free from biological contaminants.

Goods means the Goods described in the Lease Schedule prepared by us following acceptance by us of your Application.

Government Charges means government charges and duties on receipts or withdrawals under this Contract including financial institutions duty and debits tax.

Lease Schedule means, in respect of Goods, the lease schedule document signed by you and Lease 24/7 relating to those Goods, which is the subject of these Terms and Conditions.

National Consumer Legislation means the *National Consumer Credit Act 2009* (Cth) (including the *National Consumer Credit Code*), the *National Consumer Credit Protection Regulations 2010* (Cth) and the *Competition and Consumer Act 2010* (Cth) including the Australian Consumer Law.

Repair Costs means the costs incurred for the repair of the Goods by a suitably qualified professional. **Replacement Value** means the costs for replacing the Goods.

Term means the period specified as such in the Lease Schedule.

You or **your** means the person referred to as the customer in the Lease Schedule. If there is more than one of you, it includes any one or more of you. Where there is more than one of you, each of you is individually liable for the full amount. This liability will continue, as regards the others, even where one or more of you has not signed, is not liable or is no longer liable. **WARNING: This means that each of you may be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.**

22.2 Interpretation

In this Agreement:

- a. capitalised terms have the meaning given in the Lease Schedule;
- b. a reference to a document includes any variation or replacement to it;
- c. a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- d. a reference to a clause or schedule is a reference to a clause or schedule to or of this agreement;
- e. a reference to a natural person includes their personal representatives, successors and permitted assignees;
- f. an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- g. a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- h. including and includes are not words of limitation;
- i. the words at any time mean at any time and from time to time;
- j. a reference to a thing includes each part of that thing;
- k. headings are for ease of reference only and not to assist interpretation; and
- l. a reference to the singular includes the plural.

22.3 Construction

Neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

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Attachment 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 the AFCA 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 the AFCA scheme.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT ON 1800 931 678 OR GPO BOX 3 MELBOURNE VIC 3001 OR 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?

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 AFCA scheme. 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 the AFCA 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 THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.