

Wayne Byrnes Discounts Pty Ltd
PO Box 7003 Bass Hill NSW 2197
Phone: 1300 888 109
Australian Credit Licence Number: 389798

(Account Number)



Credit Guide

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Rental Agreement

Rental Agreement – Terms and Conditions

This Agreement is a “Consumer Lease” as defined in the National Consumer Protection Act (NCCP) and is for consumer purposes and the provisions of the NCCP apply to it if at the date that Renter sign the Rental Agreement Renter are an individual and the Goods are obtained wholly or predominantly for personal, domestic or household purposes.

1 Definitions

Company means Wayne Byrnes Discounts Pty Ltd, ACN 002 643 496.

Premises means the premises as described in the Rental Agreement.

Initial Payment means the first rental instalment and the Delivery Fee as specified in the Rental Agreement.

Rental Agreement means the agreement provided to the Renter titled „rental agreement“.

Goods means the goods described in the Rental Agreement.

Renter means the person(s) so described in the Rental Agreement.

Term means the term stated in the Rental Agreement.

2 Acceptance of this offer

2.1 This offer is accepted by Renter when the Initial Payment is made by Renter to Company and when Company delivers or installs the Goods to or in the Premises.

2.2 The Renter agrees to take the Goods upon rent for the Term.

2.3 Notwithstanding acceptance of the offer by Company in accordance with clause 2.1, Company may at any time within one calendar month from the date of the signing of the offer by Renter, without notice and without being bound to give any explanation, rescind this Agreement ab initio and take possession of the Goods, upon repayment to Renter of all moneys paid by Renter to Company.

2.4 The Goods must NOT be removed from the Premises unless Company has consented in writing to such removal.

3 Ownership of the Goods

3.1 The Renter acknowledges the Company’s title to the Goods and the Renter acknowledges that it does not own the Goods.

4 Termination by Renter

4.1 Renter may terminate this Agreement on one (1) months written notice to Company upon which the Agreement will terminate

4.2 The Renter must pay to Company within 30 days of termination of the Agreement any default charges and the balance of any repayments outstanding at the date of termination.

4.3 Renter must also within 30 days return the Goods to Company to Company’s place of business or as Company directs, in good working order and in good repair (reasonable wear and tear excepted) during ordinary business hours or at such time as agreed with Company.

5 Termination by the Company

5.1 Company may terminate the Agreement:

5.1.1 at the expiry of any paid up term;

5.1.2 during the term of the Agreement without previous notice thereof to Renter;

5.1.3 the Renter becomes bankrupt;

5.1.4 the Renter assigns his or her estate for the benefit of his or her creditors or suffers execution upon any of his or her goods; or

5.1.5 becomes lunatic or of unsound mind;

5.1.6 forthwith on any breach of this Agreement by Renter.

5.2 The Renter must return the Goods on termination of this Agreement by the Company. If the Renter fails to comply with this obligation, the Renter must on demand pay to the Company all costs, expenses and charges (legal or otherwise) sustained or incurred by the Company in recovering possession thereof and or in recovering any amount to which it is entitled under this Agreement.

6 Repossession of Goods

6.1 If Renter does not return the Goods to Company when required, Company may take possession of them by giving The Renter 30 days written notice of its intention to do so and the Renter agrees to reimburse Company on demand for all

costs and expenses Company incur retaking or attempting to retake possession of the Goods

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 Credit Ombudsman Service Limited AND CAN BE CONTACTED AT PO Box A252, Sydney South NSW 1235, or by 1800 138 42200. www.cosl.com.au

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

The goods

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

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

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

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

General

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

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

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

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

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

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

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

11 Can my lessor take action against me?

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

12 Do I have any other rights and obligations?

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

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

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

- 6.2 Company is not required to provide 30 days" written notice of its intention to take possession if, in accordance with the NCCP:
- 6.2.1 the Term has expired;
 - 6.2.2 Company believes on reasonable grounds that Renter has disposed of the Goods or intends to do so;
 - 6.2.3 Company has made reasonable attempts to locate Renter but has been unable to do so;
 - 6.2.4 Renter is insolvent; or
 - 6.2.5 a Court authorises Company to repossess the Goods.
- 6.3 Company will not enter any part of the Premises used for residential purposes for the purpose of exercising its rights, unless;
- 6.3.1 a Court has authorised the entry; or
 - 6.3.2 the occupier of the Premises, after being informed in writing of their rights under the Code, has given consent in writing, in the manner required by the Code.

7 Maintenance of the Goods

- 7.1 Renter undertakes to maintain the Goods in good order and condition and must indemnify the Company against any loss or destruction thereof or damage thereto from any cause whatsoever (fair wear and tear only excepted) at all times during the Term and until the Goods are delivered to the Company or as the Company directs
- 7.2 Company may, at any time substitute the Goods for other goods of the same nature as the Goods but of such type or model as will, for the time being, be available. The goods substituted shall for all purposes be deemed to be the Goods and be subject to the Agreement.
- 7.3 Renter agrees to produce the Goods for inspection, testing, servicing or repair to any person authorised by Company and for that purpose to allow such person access to any place where the Goods are kept.

8 Renter's Obligations

- 8.1 Renter must:
- 8.1.1 keep the Goods at the Premises;
 - 8.1.2 comply with the manufacturer"s instructions and recommendations relating to the Goods;
 - 8.1.3 keep the Goods under personal control;
 - 8.1.4 do everything necessary to protect our rights in relation to the Goods;
 - 8.1.5 notify Company immediately of any seizure or attempted seizure of the Goods; and
 - 8.1.6 comply with all laws and regulations relating to the Goods, the use or possession of them, or the premises at which they are kept.
- 8.2 Renter permits any person authorized by the Company to inspect and test the Goods from time to time and enter upon any premises where the Goods may be at all reasonable times.
- 8.3 The Renter must not:
- 8.3.1 sell the Goods;
 - 8.3.2 create any charge, lien, security or other encumbrance over the Goods;
 - 8.3.3 assign, encumber or otherwise deal with the Goods or the Renter"s rights under this Agreement without the Company"s written consent.

9 Payment

- 9.1 Renter must:
- 9.1.1 pay the rent for the Term, in accordance with the Rental Agreement; and
 - 9.1.2 pay any other money due under this Agreement on demand.
- 9.2 All repayments are payable in advance on or before the due date. In each and any event whereby Renter fails to forward such repayments on or before the due date without written consent of Company to such, Renter must pay to Company an additional sum by way of recompense for its time and trouble AND the parties hereby agree that the amounts referred to in clause 10 are payable by Renter for each occasion upon which any repayment, or part thereof, is collected in the field by Company or on its behalf.
- 9.3 It is acknowledged and agreed by the Renter that the rate of rental has been calculated on the basis that the Company is not liable to pay in respect of the Goods any license fees, taxes, surtaxes, imposts, charges and/or levies to

governments or governmental or semi-governmental instrumentalities. To the maximum extent permissible by law the Renter agrees that he will pay by way of additional or increased rent an amount equivalent to any additional or other monies paid or payable from time to time by the Company in respect of any liability imposed on the Company under or by virtue of its ownership of the goods or by virtue of this Agreement notwithstanding that any statute, amendment, ordinance, proclamation, order, regulation, Ministerial direction, moratorium or the like at any future date directly or indirectly imposes such liability on the Company.

10 Default Charges

10.1 The following are Company's default charges:

10.1.1 if the payments at any stage fall into arrears which results in a call by Company's collection agent to collect monies owing, a cost of \$80.00 will be charged and payable together with any arrears;

10.1.2 if the payments at any stage fall into arrears which results in repossession, a cost of \$110.00 would be charged and become payable together with any arrears;

10.1.3 all payments over three days late attract a cost of \$10.00 which will be debited to Renter's account;

10.1.4 any enforcements expenses will be charged to Renter should Company commence enforcement proceedings against Renter.

11 Variation of Rental Agreement

11.1 Company reserves the right (subject to any legislation for the time being in force) to increase the total amount of repayments, the amount due per repayment, the Term and the total number of repayments are payable by Renter at any time after 6 months from the date hereof

12 On expiry of the agreed term

12.1 On expiry of the agreed term the Renter is to return the Goods to the Company or, alternatively, it may

12.1.1 seek to re lease the Goods for a further agreed term; or

12.1.2 make an offer to purchase the Goods, which the Company may or may not except.

13 Exclusion of liability

13.1 To the extent permitted by law, Company's liability for breach of any condition or guarantee which is, by law, unable to be excluded, is limited, to the replacement of the Goods or the supply of equivalent goods or the repair of the Goods, as determined by Company.

14 Notices

14.1 Any notice or demand to be given by Company to Renter may be delivered to Renter personally, or by leaving it at, or by sending it by post to, the Premises. Where there are multiple Renters, any notice or demand will be given to each Renter unless a different arrangement is requested and the law permits it. Renter agrees to advise Company of any change to their address.

15 Miscellaneous

15.1 Where a deposit has been paid to Company upon the signing of this offer and Renter has duly complied with all the terms and conditions herein, Company shall refund in full the amount of the deposit to Renter at termination of the Agreement and upon return of the goods to Company.

15.2 Where there are two or more Renters, each Renter is bound by this agreement jointly and severally.

15.3 The waiver by any party of any breach of any term of this Agreement does not prevent the subsequent enforcement of the term and it is not deemed to be a waiver of any subsequent breach of that term.

15.4 This Agreement is governed by the laws of the State or Territory of Australia in which Renter ordinarily reside when Renter enter into the agreement and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

15.5 Any provision in this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

15.6 The conditions set out on this and the proceeding pages, the Rental Agreement and the Form 17 Information Statement constitute the whole Agreement made between Renter and Company and no representations by the Company form part of this Agreement. No officer, servant or agent of Company has any authority to vary, add to or omit any of the terms or conditions hereof.

About this Credit Guide

As a licensed credit provider, we are required to give Renter a Credit Guide as soon as practicable after it becomes apparent to us that a credit Agreement is likely to be entered into.

The guide includes information about us, our responsible lending obligations, and our dispute resolution process.

Suitability Assessment

Under the National Consumer Credit Protection Act, we must not enter into a credit Agreement with Renter, or increase the credit limit of a credit Agreement with Renter, if the Agreement is unsuitable for Renter.

The Agreement will be unsuitable for Renter if, at the time the Agreement is entered into or the credit limit is increased, it is likely that:

- Renter will be unable to comply with Renter financial obligations under the Agreement, or could only comply with substantial hardship; or
- the Agreement will not meet Renter requirements or objectives.

We must make an assessment whether the Agreement will be unsuitable for Renter before entering into a credit Agreement with Renter or increasing the limit of an existing credit Agreement.

Renter can request a copy of our assessment. We must give Renter a copy (at no charge to Renter):

- before entering the credit Agreement or before the credit
- limit is increased, if Renter make the request before then;
- within 7 business days, if Renter request is made within 2 years of entering into the Agreement or the credit limit increase; and
- otherwise, within 21 business days.

We do not need to give Renter a copy of the assessment if:

- Renter request is made more than 7 years after entering into the Agreement or the credit limit increase; or
- the credit Agreement is not entered into or the credit limit is not increased.

Dispute Resolution

Wayne Byrnes Discounts offers its members both an internal and an external dispute resolution process that are readily accessible and free.

When Does a Dispute Arise?

A dispute arises if Renter make a complaint to Wayne Byrnes Discounts about a product or service and Renter are not satisfied with the response that Renter receive.

Internal Dispute Resolution

To use our internal dispute resolution procedure Renter should address a letter, email or fax detailing the dispute to:

Name: The Member Representative
Mail: Wayne Byrnes Discounts Pty Ltd
PO Box 7003 Bass Hill NSW 2197
Phone: 1300 888 109
Fax: 02 9822 4900
Email: rentbuy@bigpond.com

If the Member Representative is able to resolve the dispute he or she will promptly notify Renter in writing of the outcome and provide reasons for the outcome. If Renter are still not satisfied with the outcome of a dispute, Renter can refer the matter to our external dispute resolution scheme.

Renter are not obliged to pursue a dispute with Wayne Byrnes Discounts using its internal dispute resolution procedure. If Renter do use the internal dispute resolution procedure, Renter may commence legal proceedings before, after or at the same time as using the internal dispute resolution procedure.

Wayne Byrnes Discounts' participation in the internal dispute resolution procedure is not a waiver of any rights it may have under the law or under any Agreement between Renter and Wayne Byrnes Discounts.

External Dispute Resolution

External dispute resolution is a free service established to provide Renter with an independent mechanism to resolve specific complaints.

Renter must attempt to resolve Renter complaint with us before contacting our external dispute resolution scheme. If Renter have a complaint which remains unresolved after speaking to our Member Representative, Renter can contact our external dispute resolution provider or get legal advice.

Our external dispute resolution provider is:
Name: Credit Ombudsman Service Limited
Mail: PO Box A252, Sydney South NSW 1235
Phone: 1800 138 42200
Fax: 02 9273 8440
Email: info@cosl.com.au
Website: www.cosl.com.au

FURTHER INFORMATION

For more information regarding Wayne Byrnes Discounts or any of the products and services outlined in this guide, please visit any of our branches, or contact us on 1300 888 109.

