



RENTAL AGREEMENT

General Terms and Conditions

Effective Date: 21 December 2020

IMPORTANT INFORMATION: This document does not contain all the terms of your rental agreement or all of the information we are required by law to give you before the agreement is made. Further terms and information are in the Rental Agreement Offer. You should read this document and the Rental Agreement Offer together.

Contents

1. Application of these Terms and Conditions.....	1
2. Ownership of the Goods	1
3. What You must pay.....	1
4. Rent payments	2
5. Debit and credits to Your account	2
6. Fees	3
7. Enforcement expenses.....	3
8. Receiving and caring for the Goods	3
9. Australian Consumer Law	3
10. Difrent Service Cover	4
11. How to access Difrent Rental Service Cover?	4
12. Loss or destruction of Goods	5
13. Termination by You.....	5
14. If You are in default and consequence of default.....	6
15. Return of Goods	6
16. The end of the Term	7
17. Changes to this Agreement.....	7
18. Assignment.....	7
19. Severability.....	8
20. GST	8
21. PPS Act	8
22. Consent to electronic communications	8
23. Notices	8
24. Definitions.....	9
25. Interpretation.....	11
CREDIT GUIDE	12
INFORMATION STATEMENT.....	14
Things you should know about your consumer lease.....	14
<i>The Lease</i>	14
<i>The Goods</i>	15
<i>General</i>	15

About this Rental Agreement

This Rental Agreement consists of two documents which are the Rental Agreement Offer and the Rental Agreement General Terms and Conditions. You should read these two documents together.

RENTAL AGREEMENT - General Terms and Conditions

The meaning of words beginning with a capital letter is explained in clause 24 entitled "Definitions". At the back of this booklet there is a description of your major rights and obligations under this Agreement and the Credit Law. If You have any questions or concerns about the terms of this Agreement, please contact Us at 1300 225 228 or by email hello@difrent.com.au.

1. Application of these Terms and Conditions

- (a) We must rent the Goods to You and You must take on the rent of Goods for the Term at the Total Rental Contract Amount on the terms contained in this Agreement.
- (b) This Agreement is governed by the laws of South Australia. You and We submit to the exclusive jurisdiction of the courts of South Australia.

2. Ownership of the Goods

- (a) The Agreement is an operating lease. We are the owners of the Goods. You have the right to use the Goods during the Term. You have no right or obligation to purchase the Goods.
- (b) Throughout the Term You must not:
 - (i) sell, hire out, dispose or part possession with the Goods; or
 - (ii) create or allow another interest to be created in the Goods.
- (c) We may inspect the Goods from time to time (for example, to establish that the Goods are in working order). If We do so, We will provide You with 5 Business Days written notice prior to the date We will be inspecting the Goods. You must then:
 - (i) give Us reasonable access to Your Address to inspect the Goods to ascertain its condition and existence and/or undertake proper maintenance; or
 - (ii) if We agree with You in writing, bring the Goods to the location nominated by Us to perform the inspection.
- (d) We will not enter a residential property without the written consent of the occupier or a court order.

3. What You must pay

- (a) You must pay:
 - (i) all Rent Payments;
 - (ii) all Fees in connection with this Agreement; and
 - (iii) any enforcement expenses under clause 7.
- (b) You must pay all amounts due under this Agreement without set-off, deduction or counterclaim. This obligation continues even if the Goods become unusable as a consequence of Your actions or Your failure to act under the terms of this Agreement.
- (c) Unless We agree in writing, You must make all Rent Payments due under this Agreement by direct debit from Your nominated bank account in accordance with the Direct Debit Request Service Agreement.

- (d) You may make a claim or complaint against Us if:
- (i) You dispute any amount payable including where You believe We owe You an amount in relation to the Goods or under this Agreement; or
 - (ii) You believe that You made a payment in error; or
 - (iii) You believe that We have not complied with the terms of this Agreement; or
 - (iv) You have a claim against Us based on Our conduct or in relation to the Goods and if You are not satisfied with Our response to Your claim or complaint, You may complain to Our external dispute resolution scheme as set out in the Credit Guide.

4. Rent payments

- (a) You must pay Us the Total Rental Contract Amount for the Goods in accordance with the terms of this Agreement. You must make the following payments to Us on the following dates:

Payment	The date when the payment is due and payable
First Rental Payment	Commencement Date
Rent Payments	Payment Due Date
Any Fees that are or may be payable in connection with this Agreement	In accordance with the terms of this Agreement

- (b) During the application process, We will ask You to select the frequency that You wish to pay rent on the Goods. You may select to pay rent each week, fortnight or month. When You have selected the frequency You wish to pay rent, We will advise You of the amount of Rent Payment. Your Rent Payment is specified in Table 2 of the Rental Schedule.
- (c) The Total Rental Contract Amount for the Goods will be the same (subject to minor rounding) regardless of the payment frequency You select in accordance with clause 4(b).
- (d) During the Term, You must make Rent Payments in advance to Us. All Rent Payments once paid are not refundable. If the payment is due on a non-Business Day You must pay on the preceding Business Day.
- (e) The First Rental Payment is due on the Commencement Date specified in the Rental Schedule. We will not authorise the delivery or the release of the Goods to You until We have received the First Rental Payment.
- (f) The Total Rent Payment is due on the Payment Due Date specified in the Rental Schedule.
- (g) If a Good has been terminated while You are renting other Goods then the Total Rent Payment will be reduced by an amount equal to the Rent Payment for the Good that was terminated.

5. Debit and credits to Your account

- (a) We may assign any date We consider appropriate to a debit or credit to Your account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). We credit payments to Your account as soon as practicable after We receive them. This is not necessarily the same day that You pay Us.
- (b) Unless You have made payment of any amount owing to Us in accordance with the terms of this Agreement, You authorise Us to debit these payments to Your account.

- (c) If Your account has a credit balance at any time, You may request that We transfer the credit balance to Your nominated bank account.
- (d) If Your account has a credit balance at the end of the Term and You have made payment of all amounts owing to Us in accordance with the terms of this Agreement, We will notify You of the credit balance and how We will transfer the credit balance to Your nominated bank account.
- (e) You are liable for any Fees involved in processing the payment of the credit balance in clauses 5(c) and 5(d) to Your nominated bank account.

6. Fees

- (a) Fees payable or which may become payable under this Agreement and when they are payable are set out under "Fees" in the Rental Schedule. The Fees shown in the Rental Schedule are current at the Disclosure Date.
- (b) We will notify You the date Fees become due or payable and You must pay Us before the due date. If the Fees remain unpaid when due, You authorise Us to debit these Fees to Your account.
- (c) Your or Our financial institution may charge Us a fee to process any payments You make to Us. We will pass this fee onto You. The fee for direct debits is disclosed under "Fees" in the Rental Schedule. In the case of payments to be made by means other than direct debit, we will disclose the fee prior to You making the payment to Us.

7. Enforcement expenses

You must pay Us any expenses We incur in enforcing this Agreement including expenses incurred when retaking possession of the Goods. We may debit these expenses to Your account so that they are included in the amount owing to Us under this Agreement. We do not have to notify You before We do so.

8. Receiving and caring for the Goods

- (a) Upon receiving the Goods from Us, You must inspect the Goods to satisfy Yourself that the Goods are in good working order and fit for Your required purpose. If You believe that the Goods are deficient or do not meet Your required purpose, You must contact Us within 2 Business Days of the Delivery Date.
- (b) You must do all things reasonable to keep the Goods in good condition and working order (subject to fair wear and tear) and use the Goods only for their intended use and in compliance with the manufacturer's instructions.
- (c) We recommend that You insure the Goods for their Market Value.
- (d) Unless We agree otherwise in writing You must keep:
 - (i) all Portable Goods either at Your Address or on Your person; and
 - (ii) all non-Portable Goods at Your Address.
- (e) If the Goods are not at Your Address or on Your person, You must, immediately following Our notice but in any event no later than 2 Business Days of Our notice, give Us all the information that You have that might assist Us to locate the Goods.

9. Australian Consumer Law

- (a) You may have the benefit of certain statutory guarantees in respect of the Goods under the Australian Consumer Law. Nothing in this Agreement will infringe on any rights You may have under the Australian Consumer Law.

- (b) You may also have the benefit of certain manufacturer warranties in respect of the Goods. Nothing in this Agreement will infringe on any rights You may have under a manufacturer warranty.

10. Different Service Cover

- (a) Subject to the exclusions in clause 10(b), We offer Different Service Cover to Goods that become faulty during the Term.
- (b) However, a Good that becomes faulty during the Term will not be covered by the Different Service Cover if:
 - (i) You did not notify Us of the fault in accordance with clause 11(a);
 - (ii) You did not provide Us with reasonable access to the Goods in accordance with clause 11(b);
 - (iii) You modified or serviced the Good, or arranged for the modification or service of the Good, without Our consent or in contravention of an applicable warranty by the manufacturer of the Good;
 - (iv) the Good was not used in the way intended by the manufacturer (such as usage of Goods for commercial purposes where the manufacturer intended it for domestic and personal purposes only);
 - (v) the Good became faulty due to negligence or misuse in installation, use or maintenance of the Good; or
 - (vi) the Good became faulty due to malicious software, irrespective of whether the software was installed intentionally or otherwise, by You or another; or
 - (vii) at the time or after the Good became faulty, You were in breach of a term of this Agreement.
- (c) Under Different Service Cover:
 - (i) We may repair the faulty Good at no cost to You;
 - (ii) However, in some circumstances where the cost of repair is uneconomical, We may provide You with a like-for-like replacement at no cost to You;
 - (iii) If We are unable to repair the faulty Good or provide You with a like-for-like replacement in accordance with clause 10(c)(ii) for whatever reason, We may offer to substitute the Good with a Comparable Good. You may choose to accept Our offer of a Comparable Good or terminate this Agreement in accordance with clause 13(d).
- (d) Our liability under Different Service Cover is limited to repairing the faulty Good, or providing a like-for-like replacement, or substituting it with a Comparable Good. Our liability does not extend to components of the Good that are consumable and expected to require replacement during the Term such as batteries, light bulbs and globes, ink or toner cartridges and filters.
- (e) If the Good is excluded from Different Service Cover, We may offer to repair it at Your cost. You agree to pay Us all cost involved with the repair (including freight costs if applicable) before We commence any repairs. To the fullest extent permitted by law, We are not liable for indirect or consequential damage or loss arising in relation to the faulty Good.

11. How to access Different Rental Service Cover?

- (a) You must notify Us as soon as possible of the nature of the fault but in any event no later than 5 Business Days from the date You became aware of the fault.
- (b) You must provide Us with reasonable access to the faulty Good. Depending on the circumstances, You may be required to:

- (i) grant access to Your Address for the Repair Agent to repair the Good on-site. In this circumstance, Your Address must be free from any hazards and/or hazardous substances; or
 - (ii) if the Good is a Portable Good and the Repair Agent is situated within the Service Area, deliver it to the Repair Agent in person.
- (c) If there is no Repair Agent within the Service Area and You are unable to deliver the faulty Good to the Repair Agent in person for whatever reason, then We may require You to:
- (i) pay freight costs to transport the Good to the Repair Agent; or
 - (ii) pay travel costs incurred by the Repair Agent to attend to the repairs at Your Address.

12. Loss or destruction of Goods

- (a) If any Goods are lost or destroyed during the Term, then You must do all of the following:
- (i) You must notify Us of that event as soon as possible but not later than the next Payment Due Date;
 - (ii) if the Goods are replaced by Your insurer under the terms of Your insurance policy, then You and We agree the replacement good replaces the Good that was lost or destroyed and You immediately transfer the title in that good to Us; and
 - (iii) if You have not insured the Goods, You must pay Us the Finalisation Fee and the Early Termination Fee.
- (b) You must continue to make payments under this Agreement when due until You fulfil the conditions referred to in clause 12(a).

13. Termination by You

Termination before the Delivery Date

- (a) You may terminate this Agreement without any costs to You before the Delivery Date and We will refund the First Rental Payment (if You have paid it to Us) into Your nominated bank account provided that all of the following conditions are satisfied:
- (i) You notify Us of Your intention to terminate this Agreement before the Delivery Date; and
 - (ii) if the Goods were held by the Supplier at the time this Agreement was formed, the Goods have not left the Supplier's warehouse on route for delivery to Your Address; or
 - (iii) if the Goods were not held by the supplier at the time this Agreement was formed and were required to be ordered by the Supplier, the order for the Goods has not been placed; or
 - (iv) You have not collected the Goods from the Supplier.

Termination after the Delivery Date but before the end of the Term

- (b) If You terminate this Agreement after the Delivery Date but before the end of the Term, You must:
- (i) notify Us of Your intention to terminate this Agreement; and
 - (ii) return the Goods to Us in accordance with clause 15 (which may require You to pay a Refurbishment Cost);
 - (iii) pay Us all overdue Rent Payments and any Fees or other amounts that are due and payable under this Agreement; and
 - (iv) pay Us the Early Termination Fee; and
 - (v) continue to make payments under this Agreement when due until You fulfil these conditions.

- (c) We will notify You of the Early Termination Fee once We received Your notice of intention to terminate this Agreement in accordance with clause 13(b). To work out the Early Termination Fee, we take into account the following factors:
 - (i) the remaining Rent Payments for the balance of the Term;
 - (ii) administrative costs incurred in relation to this Agreement for the balance of the Term; and
 - (iii) proceeds that We reasonably expect to realise from the resale of the Good provided that the Good is returned in accordance with clause 15.

Where the Credit Law regulates the amount payable on the termination of this Agreement before the end of the Term, then We will reduce the Early Termination Fee to the extent necessary to comply with the Credit Law.

Termination by You because the Goods are faulty

- (d) You may terminate this Agreement if You do not accept Our offer to replace a Good that is faulty with a Comparable Good in accordance with clause 10(c)(iii). If You do so, You must pay Us the Finalisation Fee (if any such amount is payable).

14. If You are in default and consequence of default

- (a) You are in default if:
 - (i) You do not make payments under this Agreement when due; or
 - (ii) You fail to comply with Your obligations under this Agreement; or
 - (iii) You give Us materially incorrect or misleading information in connection with this Agreement; or
 - (iv) We reasonably believe that You have acted fraudulently in connection with this Agreement; or
 - (v) You become bankrupt or insolvent or steps are taken to make You so.
- (b) If You are in default We will give You written notice stating that You are in default. If You do not or cannot remedy the default within the stated grace period in the notice then, at the end of that period We may exercise our legal right to give You 30 days' notice before terminating this Agreement.
- (c) If We give You written notice terminating this Agreement, You must:
 - (i) immediately return the Goods to Us in accordance with clause 15; and
 - (ii) pay Us the Early Termination Fee.
- (d) While You are renting certain Goods from Us, including but not limited to mobile phones, laptop computers, tablets, and smart watches:
 - (i) We may remotely install technology that enables Us to block usage of the Goods;
 - (ii) We reserve the right to utilise this technology if You are in default; and
 - (iii) if We offer to sell the Goods to You at the end of the term, as outlined in clause 16 and You choose to accept this offer We will no longer utilise the technology and We will remotely remove the technology within 5 Business Days of the end of the term, subject to the Finalisation Fee being paid (if any such amount is payable).

15. Return of Goods

- (a) If You have returned the Goods to Us under this Agreement at the end of the Term or earlier for any reason (except where the Goods are returned for repair or replacement in accordance with clause 10), then You must do all of the following:

- (i) at Your expense, return the Goods to an address nominated by Us or give Us reasonable access to Your Address to retake possession of the Goods;
 - (ii) return the Goods to Us in the same condition as on the Delivery Date (subject to fair wear and tear);
 - (iii) return any hardware, software, accessories, parts, manual or any other thing that was provided with the Goods and specified in the Rental Schedule;
 - (iv) remove all personal information or data from the Goods; and
 - (v) remove all software that was not installed on the Goods on the Delivery Date.
- (b) We are not liable for any consequences:
- (i) arising from Your failure to remove Your personal information, data or software installed on the Goods; or
 - (ii) of Us removing any information from the Goods.
- (c) If You return the Goods to Us but fail to do so in accordance with this clause 15 then You must pay Us the lesser of the Refurbishment Cost and the Fair Market Value. We will notify You of the Refurbishment Cost or the Fair Market Value (whichever is lower) and You must pay Us within 10 Business Days from the receipt of the notice.
- (d) This clause 15 does not apply in the circumstances where We have agreed in writing with You that You are not required to return the Goods to Us.

16. The end of the Term

- (a) You have no right or obligation to purchase the Goods at the end of the Term.
- (b) We will give You a statement, no later than 90 days before the end of the Term, that states whether We are willing to sell the Goods to You and if so, the estimated sale price.
- (c) If We are willing to sell the Goods to You, the statement in clause 16(b) will include Our offer to sell the Goods to You for no consideration if there are no amounts owing to Us at the end of the Term. You are not obliged to accept our Offer and can notify Us that You wish to either:
- (i) return Goods at the end of the Term in accordance with clause 15; or
 - (ii) extend this Agreement for an indefinite period on a month to month basis. The mechanics of this extension will be set out in the statement in clause 16(b).

17. Changes to this Agreement

- (a) We may change this Agreement without Your prior agreement by giving You written notice at least 30 days before the change takes effect where the change:
- (i) reduces Your obligations or extends the time for making any payment under the Agreement; or
 - (ii) relates to the variation or introduction of a government charge, fee or levy payable directly or indirectly by You; or
 - (iii) is required to enable Us to comply with any law.
- (b) We may change any other term of this Agreement provided that We give You written notice of the proposed changes and You agree to them.

18. Assignment

- (a) We may assign or otherwise deal with Our rights under this Agreement in any way We consider appropriate. You cannot assign Your rights or obligations under the Agreement unless We agree otherwise in writing.

- (b) You agree that We may disclose any information or documents We consider necessary and desirable for Us to exercise this right and disclose information or document at any time to a person to whom We assign Our rights under this Agreement.

19. Severability

- (a) If any term of this Agreement:
 - (i) is illegal, void or unenforceable under the Credit Law or any other law; or
 - (ii) would otherwise contravene a requirement of the Credit Law or any other law; or
 - (iii) imposes an obligation or liability that is prohibited by the Credit Law or any other law,

this Agreement is to be read as if that provision were varied to the extent necessary to comply with the Credit Law or that law or if necessary, omitted.

20. GST

- (a) The Rent Payment for the Goods includes the GST payable by Us. We will notify You of any additional GST amount if it has not been set out in this Agreement.
- (b) You must pay as requested by Us any additional amount necessary to compensate Us for any direct or indirect increase resulting from any GST in the cost to Us of carrying on the business connected with administering this Agreement.

21. PPS Act

- (a) You acknowledge that the terms of this Agreement constitute a PPS lease (as that term is defined in the PPS Act) for the purposes of the PPS Act and We may register a security interest over Goods on the Personal Property Securities Register.
- (b) You must do anything that We reasonably request of You to enable Us to register the security interest created by this Agreement on the Personal Property Securities Register and ensure that the security interest is perfected, enforceable and otherwise effective.

22. Consent to electronic communications

- (a) Subject to the Credit Law, You agree and authorise Us to provide You with the Documents by electronic mail to Your Email Address.
- (b) You agree that You will not receive a paper copy of the Documents unless You specifically request the Document from Us and if required by Us, pay Us the fee to provide that Document in paper copy to You.
- (c) You must notify Us of any change to Your Email Address in accordance with clause 23.

23. Notices

- (a) We may give You notices by:
 - (i) giving it to You personally or leaving it at Your Address
 - (ii) sending it by prepaid post; or
 - (iii) electronic mail, to Your Email Address,

and subject to the Credit Law, the notice will be deemed sufficiently given:

- (iv) in the case of hand delivery, on the date of delivery;
- (v) in the case of prepaid post, 4 Business Days after being sent by prepaid post;

- (vi) in the case of electronic mail, on the day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.
- (b) You may give Us notices:
- (i) sending it by prepaid post to: 5/611 Magill Rd, Magill, SA 5072
 - (ii) by email to hello@difrent.com.au
 - (iii) by any other means permitted by the Credit Law.

24. Definitions

In this Agreement, unless context otherwise requires:

Agreement means the rental agreement between You and Us for the Goods listed in the Rental Schedule comprising of the Rental Agreement Offer and the Rental Agreement General Terms and Conditions and any other document referred to by those documents.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Business Day means a day (not being a Saturday, Sunday or a public holiday) on which banks are open for general banking in South Australia.

Commencement Date means the date when the First Rental Payment is due as specified in section 7 of the Rental Schedule.

Comparable Good means a good which is substantially similar and comparable to the Good.

Credit Law means the *National Consumer Credit Protection Act 2009* (Cth) and regulations made pursuant to it.

Delivery Date means the date when the Good is delivered to Your Address, or the date when the Good is collected by You from the Supplier, at which time You take possession of the Good.

Difrent Service Cover means the service We provide in relation to goods that become faulty during the Term of the Agreement in accordance with clause 10.

Direct Debit Request Service Agreement means the document entitled "Direct Debit Request Service Agreement" that You agree to in connection with this Agreement.

Disclosure Date means the date of the Rental Schedule.

Documents means any document or notices in connection with or arising under this Agreement permitted to be provided by electronic mail under the Credit Law.

Early Termination Fee means subject to the Credit Law and the Australian Consumer Law:

- (a) all remaining Rent Payments for the balance of the Term; plus
- (b) all costs and expenses incurred by Us in relation to the sale of the Goods; less
- (c) the proceeds that We reasonably expect to realise from the resale of the Good; less
- (d) all administrative costs in relation to this Agreement for the balance of the Term.

Email Address means the email address You nominate to receive any Documents from Us.

Fair Market Value means the amount We reasonably estimate the Good has in the market at that time assuming the Good is in normal working condition (subject to fair wear and tear).

Fees includes any fees for charges that are or may be payable in connection with this Agreement as specified in Table 3 of the Rental Schedule.

Finalisation Fee means subject to the Credit Law:

- (a) all overdue Rent Payments; plus
- (b) any Fees or other amounts that are due and payable under this Agreement.

First Rental Payment means the payment You must make on the Commencement Date before We authorise the delivery of the Goods to You.

Goods means each one or more of the following as applicable:

- (a) each good described in Table 1 of the Rental Schedule which includes any hardware, software, accessories, parts, manual or any other thing that was provided with the goods at the Delivery Date, or described in the Rental Schedule; and
- (b) any replacements for the goods and includes any replacement paid by Your insurer in accordance with clause 12(a)(ii).

GST means goods & services tax levied under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and related legislation.

Market Value means the Supplier's normal retail selling price at the time We purchased the Goods from them. The Market Value for each Good is specified in Table 1 of the Rental Schedule.

Payment Due Date means the day or date that We apply the Rent Payment (other than the First Rental Payment) to the rent that is due for the Good. The Payment Due Date is specified in section 8 of the Rental Schedule.

Portable Good means any Good that is designed to be carried on Your person and includes mobile electronic and/or audio equipment such as mobile phones, laptop computers, tablets and cameras.

PPS Act means the *Personal Property Securities Act 2009 (Cth)*.

Refurbishment Cost means in the case where the Good requires repair and can be repaired, the cost of the repair.

Rent Payment means the amount that You must periodically pay Us to rent the Goods as specified in Table 2 of the Rental Schedule.

Rental Schedule means the document entitled Rental Agreement Offer which sets out Our Offer to rent the Goods to You in accordance with these Terms and Conditions.

Repair Agent means the agent nominated by Us to repair a Good that becomes faulty during the Term.

Service Area means the area calculated as a radius of 25km from Your Address where We provide the Difrent Rental Service Cover.

Supplier means the supplier of the Goods or any supplier of the replacement goods.

Term means the period of months as specified in Table 2 of the Rental Schedule, being the period for the rent of the Goods under this Agreement.

Total Rental Contract Amount means the aggregate of all the Rent Payments for each Good payable by You to Us for that Good rented to You under this Agreement over the Term.

Total Rent Payment means the aggregate of the Rent Payments that is due each month, fortnight or week (as the case may be) for all the Goods rented to You under this Agreement as specified Table 2 the Rental Schedule.

We or Our or Us means Difrent Rental Pty Ltd (ACN 624 271 469) and Australian Credit Licence number 506892 and its directors, employees, agents, contractors, representatives and related bodies corporate.

You or Your means the customer whose details are specified in section 2 of the Rental Schedule under "Your details".

Your Address means the address of the customer specified in section 2 the Rental Schedule under "Your details".

25. Interpretation

- (a) If there is any inconsistency between any General Terms and Conditions and the Rental Schedule, the General Terms and Conditions prevail to the extent of the inconsistency.
- (b) A reference to:
 - (i) a document includes any variation or replacement of it; and
 - (ii) anything (including the any payments) includes the whole and each part of it.
- (c) A reference to "\$" or "dollar" is a reference to the lawful currency of the Commonwealth of Australia.
- (d) A reference to month means a calendar month.
- (e) A reference to any party includes the party's successors, personal legal representatives and permitted assigns.
- (f) A reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any substituted statutory provision and all ordinances, by-laws, regulations and other statutory instruments.
- (g) The singular includes the plural and vice versa.
- (h) The meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions.

CREDIT GUIDE

Difrent Rental Pty Ltd offers lease agreements to customers.

This Credit Guide provides you with our details if you need to contact us and our dispute resolution procedures if you wish to make a complaint about our leased products or services. This document also explains when we are prohibited by law from entering into lease agreements with you and how you can receive a copy of our assessment that a lease agreement is not unsuitable for you.

1. Our details

Name:	Difrent Rental Pty Ltd
Australian Credit Licence Number:	506892
Address:	5/611 Magill Rd, Magill, SA 5072
Website:	www.rentdifrent.com.au
Phone number:	1300 225 228 (refer to the "contact us" page of our website for hours of operation)
Complaints email address:	disputeresolution@difrent.com.au

2. Dispute Resolution Procedure

Internal dispute resolution procedure

We try to resolve complaints or concerns of our customers as soon as practicable. If you have a concern or complaint about our lease products or services, please contact us to tell us about it, by using the postal, phone or email information set out in part 1 of this document. We may contact you if we require further information in order to resolve your complaint.

External dispute resolution

We are a member of the Australian Financial Complaints Authority (**AFCA**). If you are not satisfied with our response to your complaint, you can lodge a complaint with AFCA using the following details:

Website:	www.afca.org.au
Phone number	1800 931 678
Our membership number:	41125

The AFCA scheme assist individuals to resolve complaints or disputes with their credit providers. This is a free service.

You can also contact the Australian Securities and Investment Commission (**ASIC**). ASIC has a free call infoline on 1300 300 630. You can call this number to make a complaint or to learn more about your rights. You can also visit ASIC's website at <http://www.asic.gov.au> to obtain more information about your rights.

3. When we are prohibited from entering into a lease agreement with you

By law, we are required to make an assessment that the lease is not unsuitable for you before we agree to enter into a lease agreement with you. We call this process the "Unsuitability Assessment".

As part of the Unsuitability Assessment, we will make reasonable inquiries about:

- your requirements and objectives in relation to the consumer lease; and
- your financial situation (including information about your income and expenses).

We are unable to offer you a lease agreement if as a result of the Unsuitability Assessment, we determine that:

- the lease does not meet your requirements and objectives; or
- it is likely that you would not be able to comply with the financial obligations under the lease; or
- it is likely that you could only comply with your financial obligations under the lease with substantial hardship.

4. Providing you with the Unsuitability Assessment

By law, we must retain a written record of the Unsuitability Assessment. We will provide you with a copy at your request and no cost to you in the following situations:

- if you request a copy of the Unsuitability Assessment before entering into the lease agreement, we will provide you a copy before entering into the lease agreement with you;
- if you request a copy of the Unsuitability Assessment within 2 years of entering into the lease agreement, we will provide you a copy within 7 Business Days after we receive your request; and
- if you request a copy of the Unsuitability Assessment between 2 years and 7 years after entering into the lease agreement, we must provide you a copy within 21 Business Days after we receive your request.

However, we do not need to provide you with a copy of the Unsuitability Assessment if you do not enter into a lease agreement with us.

INFORMATION STATEMENT

Things you should know about your consumer lease

This statement tells you about some of the rights and obligations of yourself and your lessor. It does not state the terms and conditions of your lease.

The Lease

1. How can I get details of my lease?

Your lessor must give you a copy of your consumer lease with this statement. Both documents must be given to you within 14 days after the lessor enters into the consumer lease, unless you already have a copy of the consumer lease.

If you want another copy of your lease write to your lessor and ask for one. Your lessor may charge you a fee. Your lessor has to give you a copy—

- within 14 days of your written request if the contract came into existence 1 year or less before your request; or
- otherwise within 30 days.

2. What should my lease tell me?

You should read your lease carefully.

Your lease should tell you about your obligations, and include information on matters such as:

- details of the goods which have been hired; and
- any amount you have to pay before the goods are delivered; and
- stamp duty and other government charges you have to pay; and
- charges you have to pay which are not included in the rental payments; and
- the amount of each rental payment; and
- the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and
- the number of rental payments; and
- the total amount of rent; and
- when you can end your lease; and
- what your obligations are (if any) when your lease ends.

This information only has to be included in your lease if it is possible to give it at the relevant times.

If your lease does not tell you all these details, contact 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:

TELEPHONE: 1800 931 678 (9:00 am – 5:00 pm AEST weekdays)

INTERNET: www.afca.org.au

POST: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

EMAIL: info@afca.org.au

FAX: (03) 9613 6399

INTERPRETER SERVICE: 131 450

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 cannot 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 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 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.