

Alarm



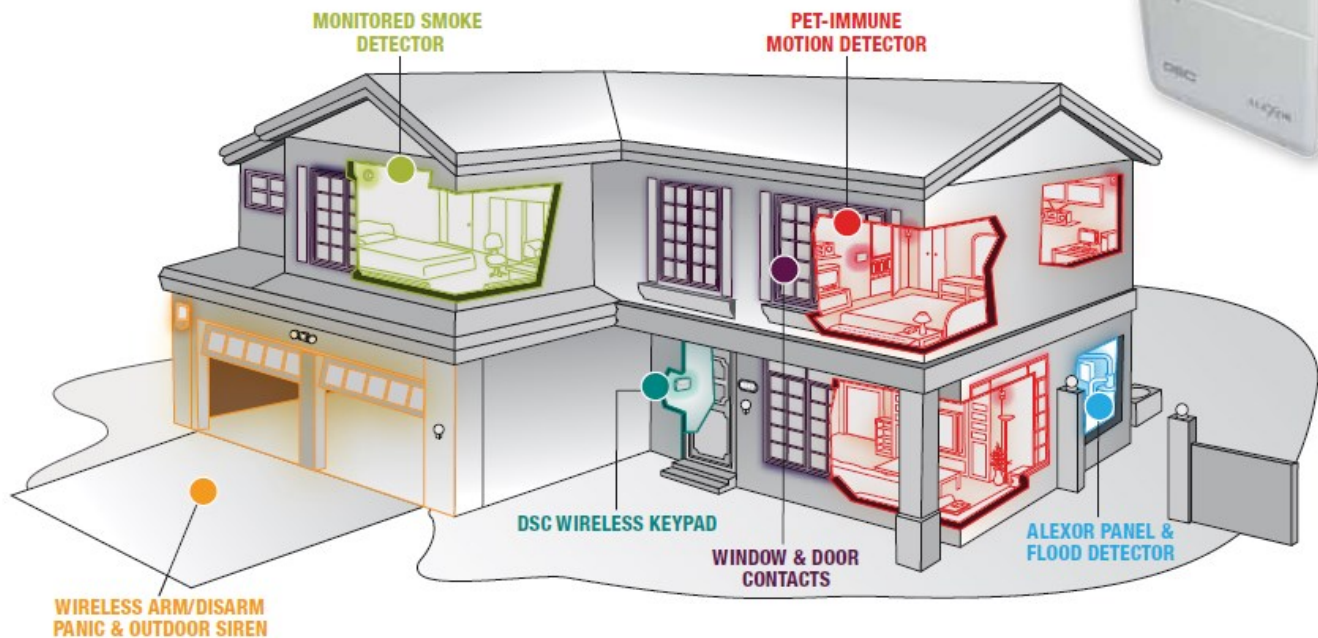
Rentals

Your "peace of mind" is our "Duty of Care"!



ALEXOR & the DSC 2-Way Wireless Security Suite

Suggested placement of Security Suite components within your home



Terms and Conditions

BOTH CONSUMER AND BUSINESS LEASES

Alarm Rentals

Effective 1st December 2014

PURPOSE

This Contract is a "Consumer Lease" and is for consumer purposes, and the provisions of the National Credit Code apply to it if at the date you sign the Lease Schedule, you are an individual and the Goods are leased wholly or predominantly for personal, domestic or household purposes.

This Contract is a "Business Lease" and is for business purposes if at the date you sign the Lease Schedule, the Goods are leased for wholly or predominantly business purposes and you sign a business purposes declaration.

1. INTERPRETING THESE TERMS AND CONDITIONS

This clause defines some of the important terms and conditions and some rules to be applied when interpreting the Contract.

1.1 In these Terms and Conditions the following words have defined meanings:

"Amount Due" means the amount you must pay us on the Delivery Date, or if the Contract is an Unsolicited Contract where we cannot accept payment before the end of the Cooling-Off Period, when the Cooling-Off Period has ended;

"Authorised Representative" means a director, secretary, authorised officer or nominated representative of the Customer or Guarantor;

"Calculation Date" means -

- (a) for early termination by the Customer pursuant to clause 12, the date the Contract is terminated;
 - (b) for termination by us because of a breach of the Contract by you, the date that the Goods are either -
 - (i) returned by you; or
 - (ii) repossessed by us; or
- if the Goods are neither returned or repossessed
- (iii) reasonably deemed by us to be lost or damaged beyond repair.

"Charge Period" is the period for which you must pay rent in advance and which is specified in your Lease Schedule;

"Company" is Meteoric Communications Pty Ltd trading as "Alarm Rentals" ABN 60 766 487 154, the lessor of the Goods who will be referred to as "we" or "us" or "our" in these Terms and Conditions;

"Computer Equipment" is any computer equipment, mobile phone, smart phone, tablet computer, notebook computer, digital music player or other mobile electronic device listed in the Lease Schedule, including any accessories, manuals and software, and includes New Computer Equipment and Re-rent Computer Equipment;

"Cooling-Off Period" means the period of 10 business days from and including the date after the Contract was made;

"Consumer Protection Legislation" means the Competition and Consumer Act 2010 (Cth) including the Australian Consumer Law, the National Consumer Credit Protection Act 2009. (Cth) including the National Credit Code, the Australian Securities and Investments Commission Act 2001 (Cth), equivalent State or Territory legislation and successor legislation, and regulations made under any such legislation.

"Current Disconnection Fee" is our disconnection fee current at the time an appointment is made for collection of the Goods from the Installation Address;

"Customer" is the person or persons specified in the Lease Schedule, as the lessee of the Goods, who will be referred to as "you" in these Terms and Conditions;

"Delivery Date" is the date on which we deliver the Goods to you and which is specified in your Lease Schedule;

"Discount Rate" is the rate of interest implicit in the Contract used by us to calculate the Rental Amount;

"DLR Fee" is the Damage Liability Reduction Fee specified in the Lease Schedule (as varied from time to time) and referred to in clause 10;

"Early Termination Fee" is:

(A) Where this Contract is a Consumer Lease the sum of the following amounts calculated at the Calculation Date, and

(i) where the Lease Period is 18 months or less:

(a) the lesser of 95% of the outstanding balance of the Total Rental Amount or

1. six months Rental Amount if the Contract is for brand new Goods or New Condition Goods
2. three months Rental Amount for Contracts for all other categories of Goods

and

(b) our reasonable expenses in attempting to recover the Goods.

(ii) where the Lease Period is 24 or 36 months:

and

(a) the lesser of 95% of the outstanding balance of the Total Rental Amount or twelve months Rental Amount;
and
(b) our reasonable expenses in attempting to recover the Goods.
(iii) where the Lease Period is 48 months:

(a) the lesser of 95% of the outstanding balance of the Total Rental Amount or twelve months Rental Amount;
and
(b) our reasonable expenses in attempting to recover the Goods.

(B) Where the Contract is a Business Lease the sum of the following amounts calculated at the Calculation Date:

- (a) the present value of future Rental Amounts payable for the Lease Period calculated by applying the Discount Rate to each such installment;
- (b) where the Goods are returned, the Replacement Value less the present value of our estimate of the fair market value of the Goods at the end of the Lease Period determined by us at the Delivery Date calculated by applying the Discount Rate; and
- (c) our reasonable expenses in attempting to recover the Goods

“Goods” are the equipment, including the Computer Equipment, which you have agreed to lease from us, listed in the Equipment Schedule specified in the Lease Schedule, including any accessories and manuals;

“GST” is any goods and services tax, consumption tax or similar impost;

“Guaranteed Monies” means all monetary liabilities of the Customer to us in connection with the Contract on any account and in any capacity irrespective of whether the liabilities:

- (a) are present or future;
- (b) are actual, prospective, continuant or otherwise;
- (c) are owed or incurred by or on your account alone or separately or jointly with any other person;
- (d) are owed to or incurred for our account alone, or separately or jointly with any other person;
- (e) are owed or incurred as an indemnity or as rent, interest, fees, charges, taxes, damages (incurred on any ground), losses, costs or expenses or in any other way; or
- (f) any combination of the above.

“Guarantor” means the person(s) so specified in the Lease Schedule;

“Installation Address” is the address you specified in the Lease Schedule;

“Lease Schedule” is the document called Radio Rentals Lease Schedule signed by you;

“Lease Period” is the period for which you have agreed to lease the Goods, as specified in the Lease Schedule, together with any additional days arising from any variation to your Payment Date;

“Mark” is anything on the Goods which we have affixed to show their ownership;

“New Computer Equipment” means Computer Equipment that is brand new and has not previously been rented prior to the Customer entering into the Contract;

“New Condition Goods” means used Goods which are in a condition equivalent to brand new Goods and are indicated as such in the Lease Schedule;

“Nursery Item” means a stroller, child car seat, port-a-cot, cot or dresser with chest top changer, and such other items as may be specified as a Nursery Item in the Lease Schedule;

“Payment Date” is the date by which you must pay each Rental Amount:

- (a) If you have an existing contract with us (other than this contract) then the Payment Date under this contract is the same as the date for payment of amounts owing under the first of those contracts that was entered into.
- (b) If you do not have an existing contract with us (other than this contract) then the Payment Date for the first Charge Period is the Delivery Date. Subsequent Payment Dates are on the same day of each subsequent Charge Period (eg if the Charge Period is fortnightly, the Payment Date might be every second Tuesday; if the Charge Period is monthly, the Payment Date might be the 12th day of each month). Where the Payment Date for a monthly Charge Period would fall on a date that does not occur in a particular month (ie because the Goods delivered were on the 29th, 30th or 31st of a month) then the Payment Date for that Charge Period is taken to be the last day in the relevant month.
- (c) You can request a variation to your Payment Date at any time. If we agree to your request, we will provide written confirmation of the variation to your Payment Date and advise of any Pro rata Charges which arise from the variation.

“Reduced Liability Sum” is the Reduced Liability Sum specified in the chart (as varied from time to time) set out in these Terms and Conditions and which corresponds with the type of Goods leased by you under this Contract;

“Rental Amount” is the rental payment per Charge Period specified in the Lease Schedule;

“Replacement Value” is the amount reasonably determined by us from time to time as the cost of replacing the Goods with equipment of comparable value, quality and features;

“Re-rent Security Equipment” means Security Equipment that has previously been rented prior to the Customer entering into this Contract;

“Similar Goods” means goods which are similar in age, dimension and feature to the Goods including any accessories and manuals;

“Similar Goods Purchase Price” means the Purchase Price (inclusive of GST) for the Similar Goods at the relevant Purchase Date as specified in the Lease Schedule, clause 4.6 of the Terms and Conditions;

“Terms and Conditions” are the terms and conditions in this document;

“Total Rental Amount” is the total amount which you are obliged to pay during the Lease Period but not including the DLR Fee. We have specified the Total Rental Amount in the Lease Schedule;

“Unsolicited Contract” means a contract that is subject to the provisions of the Australian Consumer Law relating to unsolicited consumer agreements;

“User Manual” means any instruction manual, guide or similar document relating to Electronic Equipment.

1.2 Unless the context indicates otherwise, in these Terms and Conditions:

(a) headings and words in italics are for convenience only and do not form part of the Contract;

(b) month means a calendar month;

(c) the singular includes the plural and vice versa and words importing a gender include any gender; and

(d) The provisions of clause 12 and the Information Statement appearing at pages 22 and 23 of this booklet do not apply to a Business Lease.

1.3 If this Contract is an Unsolicited Contract, you may end it by indicating an intention to terminate the Contract in an oral or written notice under this Contract during the Cooling-Off Period.

2. THE CONTRACT

This clause explains that the contract comprises your Lease Schedule and these Terms and Conditions.

2.1 The Contract comprises:

(a) your Lease Schedule; and

(b) these Terms and Conditions.

2.2 The Contract commences when you sign the Lease Schedule.

2.3 If you have signed the Lease Schedule with another Customer, you will all be liable to perform this Contract and we can enforce this Contract against each one of you or all of you together.

3. SCOPE OF THE CONTRACT

Although the Contract contains all the express terms, you also have additional statutory rights available to you.

3.1 We have included in the Contract all the terms and conditions which expressly bind you and us. We have not included any terms implied by legislation.

3.2 Conditions and warranties may be implied into the Contract by Consumer Protection Legislation. Your rights under Consumer Protection Legislation are not taken away or reduced by anything in this Contract.

3.3 We do not exclude or restrict any liability that cannot be excluded or restricted by law including liability under Consumer Protection Legislation however to the extent permitted by law our liability is limited to the payment of the cost of repair, the Replacement Value or of acquiring equivalent Goods at our election where the Contract is a Business Lease.

3.4 Apart from those implied by law and which are not permitted to be excluded, all implied terms, conditions and warranties (including those as to the condition, capacity, age, description, specifications, quality, fitness for purpose or safety of, or title to, the Goods) are excluded from this Contract and we make no representation and give no other warranty or undertaking, in relation to any of these matters.

3.5 No employee or agent of ours is authorised to agree to add anything to or change this Contract or agree to an additional contract with you. This includes any condition or warranty in relation to the Goods not already included in this Contract or implied by the Consumer Protection Legislation.

4. THIS CLAUSE IS INTENTIONALLY BLANK

5. YOUR PAYMENT OBLIGATIONS

This clause explains your obligation to pay for the lease of the Goods. Our rights in the event of your failure to pay are set out in clause 6.

5.1 You must pay the Amount Due and the Total Rental Amount.

5.2 You must pay the Amount Due at the time of delivery of the Goods to you, or if the Contract is an Unsolicited Contract, you must pay it at the expiry of the Cooling-Off Period.

5.3 You must pay the Total Rental Amount:

- (a) in full at the time of delivery if the Lease Period is for one month or less; or
- (b) by paying the Rental Amount no later than the Payment Date for each Charge Period until the end of the Lease Period if the Lease Period is greater than a month.

5.4 We may also require you to pay at the time of delivery a sum of money as a deposit or bond if this amount is specified in the Lease Schedule. Clauses later in these Terms and Conditions explain how this money is dealt with.

5.5 Your obligation to pay the Rental Amount no later than Payment Date for each Charge Period continues even if the Goods break down, are defective, damaged, under repair or otherwise not in your possession.

5.6 If you take advantage of the option in clause 10, you must also pay the amount of DLR Fee specified in the Lease Schedule at the same time as you pay the Rental Amount.

5.7 You are required to pay any fee or charge referred to in this Contract and any new fee or charge which we impose in accordance with our rights under this Contract.

6. OUR RIGHT TO RECEIVE PAYMENT

If you do not pay the amounts specified in clause 5, we will have the rights set out in this clause.

6.1 If you do not pay any amount specified in clause 5 on time we may charge you a late payment fee. The amount of the late payment fee will not exceed \$15.00, plus any applicable GST.

6.2 In addition, if you are overdue with your payment:

- (a) we may deduct the amount overdue from any money held by us as a deposit or bond;
- (b) we will be under no obligation to keep the Goods in good working order;
- (c) we may terminate the Contract and re-take possession of the Goods.
- (d) and you are leasing Computer Equipment, we may deactivate the Computer Equipment and deny you access to any software program run by the Computer Equipment.

7. YOUR OBLIGATIONS IN RELATION TO THE GOODS

This clause explains your obligations, and our rights, in relation to the Goods.

7.1 You do not own the Goods.

7.2 You must ensure you either take out the DLR coverage referred to in clause 10 or include the Goods on your Household Contents/Business Insurance Policy. If you do not have DLR or your Household Contents/Business Insurance Policy lapses you must indemnify us against any loss of, or damage to, the Goods.

7.3 If the Goods are immovable or not readily portable, this Contract is for the purpose of allowing you to use the Goods at the Installation Address. You must not remove the Goods from or allow the Goods to be removed from that address without first obtaining our written consent. If we provide consent, we may impose conditions which are reasonably necessary to protect our interest in the Goods or cost effectively fulfil our obligations in relation to the Goods.

7.4 You must provide us with reasonable access to:

- (a) recover the Goods; or
- (b) inspect the Goods to enable us to:
 - (i) check the condition of the Goods;
 - (ii) maintain the Goods in good condition and repair; and
 - (iii) monitor your compliance with the Contract.

7.5 If the Goods comprise Computer Equipment or video equipment, this Contract is for the purpose of allowing you to use the Goods either at the Installation Address or at other places provided the Goods remain in your possession and control.

7.6 If the Contract is a Consumer Lease you must tell us within seven (7) days of our written request where the Goods are used or ordinarily kept and if the Goods are not in your possession, you must give us all the information that you have that might assist us to trace the Goods.

7.7 On the termination of the Contract for any reason or (but subject to clause 13) on the expiry of the Lease Period you must:

- (a) at your own expense, return the Goods to us, in the same condition (except for normal wear and tear) as the Goods were delivered to you; and
- (b) if the Goods are not in your possession, do everything you can to help us to locate the Goods.

7.8 Because you are not the owner of the Goods, you must not:

- (a) attempt to sell or give away the Goods;
- (b) deposit or pledge the Goods with or to someone else or otherwise use the Goods as security to borrow money or for any other reason;
- (c) lend, lease or hire the Goods to any person without our consent; or
- (d) remove, alter or otherwise tamper with any Mark.

7.9 You must immediately inform us and your insurer, where applicable, if the Goods are lost, stolen or damaged.

7.10 If you let any person have possession of the Goods without our consent:

- (a) you will be responsible for any damage to the Goods (including any costs of repair); (b) we may terminate the Contract; and
- (c) you must pay us the Replacement Value if the Goods cannot be recovered or are damaged beyond reasonable repair.

7.11 You must use the Goods safely and only for their intended use, in compliance with the law and any manufacturer's instructions.

8. YOUR LIABILITY IF THE GOODS ARE LOST OR DAMAGED

You are responsible for loss or damage to the Goods.

8.1 If the Goods are lost or damaged you must compensate us.

8.2 If the Goods are lost you must pay us the Replacement Value of the Goods.

8.3 If the Goods are damaged you must pay us the cost of their repair. If we decide that the Goods are damaged beyond reasonable repair you must pay us the Replacement Value of the Goods.

9. YOUR LIABILITY FOR EVENTS BEYOND YOUR CONTROL

If you take advantage of the option in clause 10 you may limit your liability for loss or damage to Goods for the following events which may be beyond your control.

9.1 You must pay us the Replacement Value, or the cost of their repair, if the Goods are lost, are damaged or breakdown because of:

- (a) lightning;
- (b) windstorm;
- (c) flood;
- (d) smoke;
- (e) fire;
- (f) burglary or housebreaking; or
- (g) bursting or leaking of fixed water installations.

9.2 If you have indicated in the Lease that you have insurance cover for the above events you must keep the insurance current during the Contract.

9.3 You may limit your liability under this clause by taking advantage of the option in clause 10 except if the Goods comprise portable Computer Equipment and/or video equipment which are lost, damaged or breakdown whilst not at the Installation Address.

Please note that smart phones are typically lost, damaged or stolen outside the Installation Address and in that situation smart phones (and any other types of Computer Equipment) are not covered by the option in clause 10 for limiting your liability. If the Goods are a smart phone, you should therefore take special care to ensure that the Goods are not lost, damaged or stolen outside the Installation Address.

10. DAMAGE LIABILITY REDUCTION

Under this clause you have an option to limit your liability to us under clause 9 by paying the DLR Fee.

10.1 If any of the events listed in clause 9 (lightning, windstorm etc) occurs, we will forego our right to receive compensation from you under clause 9 to the extent described in this clause if:

- (a) you pay the DLR Fee; and
- (b) you comply with this clause.

10.2 The effect of paying the DLR Fee is that your liability to us under clause 9 is limited to payment of the Reduced Liability Sum.

10.3 You are not entitled to rely on our agreement to limit your liability under this clause unless you have:

- (a) paid all rental payments and the DLR Fee up to and including the date of loss or damage;
- (b) substantially complied with all the terms of the Contract;
- (c) provided correct details in the Lease Schedule;
- (d) reported any loss or damage to the Police within 7 days, and to our office within 24 hours, of the loss or damage occurring;
- (e) fully and correctly completed a liability loss damage report form, and returned it to us within 7 days of the loss or damage occurring; and
- (f) paid to us the applicable Reduced Liability Sum within 30 days of the loss or damage occurring.

10.4 Either we or you may terminate the operation of this clause at any time by written notice to the other, and the termination will be effective at the end of the current period for which you have paid the DLR Fee.

10.5 This DLR Fee is not an insurance premium and this clause is not an insurance contract.

10.6 If the Lease Schedule and the Schedule below do not provide for a DLR Fee for the type of goods being leased under the Contract, then Clauses 10.1 to 10.5 do not apply.

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11.2 Subject to the provisions of clauses 11.5 and 11.6, we will keep the Goods in good working order during the Lease Period. This warranty is given by us, **Meteoric Communications Pty Ltd**. Our business address is **2800 Logan Road, Underwood, Qld 4119**. To claim this warranty you must contact us if the Goods are not in good working order during the Lease Period. Our telephone number is **(07) 3114 2428**, our email address is **support@alarmrentals.com.au** and our mailing address is **PO Box 291, Corinda, Qld 4075**. You are responsible for any expense in claiming the warranty. The benefits given to you by the warranty in this clause

11.2 are in addition to other rights and remedies under a law in relation to the Goods to which the warranty relates.

11.3 If we consider it necessary to do so, we may replace the Goods with goods which we believe are comparable in quality, features and performance unless it is not reasonably possible for us to do so. Any replacement goods will be deemed to be the Goods.

11.4 If we consider it necessary in order to comply with this clause, we may remove the Goods from the Installation Address. If we do so we:

- (a) will use our best endeavours to return the Goods with all due expediency but make no representation or warranty in that regard; and
- (b) are under no obligation to provide substitute Goods.

11.5 Our obligation to maintain the Goods in good working order does not apply if the Goods are damaged, rendered defective or not in good working order by reason of:

- (a) the use of unauthorised parts; or
- (b) failure to provide a suitable physical environment; or
- (c) unauthorised alterations and attachments; or
- (d) unauthorised repair or service; or
- (e) tampering with or removal of any protective seal or Mark; or
- (f) act of God; or
- (g) screen burn to LCD screens in Codepads.

11.6 Our obligation to maintain the Goods in good working order does not apply if:

- (a) you have failed to make a payment which has fallen due under the Contract; or
- (b) you remove the Goods from the Installation Address without our written consent or you do not comply with any condition we impose in giving our consent; or
- (c) the Goods are located at an address other than the Installation Address.

11.7 We are only liable to you if we breach our obligations to you expressly stated in this Contract or implied by legislation.

11.8 This clause 11 does not affect your liability under clause 8 and clause 9

.12. YOUR RIGHT OF EARLY TERMINATION

This clause regulates your right of early termination. Note that you must pay the Early Termination Fee. You may also have to make other payments to us.

12.1 This clause applies only if the Contract is a Consumer Lease.

12.2 In addition to your rights under clause 19, you have the right to terminate the Contract before the expiry of the Lease Period. We call this your right of early termination.

12.3 However, in order to exercise your right of early termination you must:

- (a) return the Goods to us;
- (b) pay us as liquidated damages the Early Termination Fee; and
- (c) pay us the amount of any other money which you are liable to pay under the Contract.

12.4 The amount of any bond or deposit which you paid to us will be returned to you, after deduction of any amount then owed by you to us.

12.5 You may ask us to calculate the applicable Early Termination Fee without having to exercise your right of early termination.

13. YOUR RIGHTS AND OBLIGATIONS ON EXPIRY OF THE LEASE PERIOD

This clause applies when the Lease Period expires.

13.1 Your right to retain the Goods comes to an end on the expiry of the Lease Period and you must return the Goods to us unless:

- (a) you reach agreement with us for a new Lease Period at a mutually agreed rental; or

(b) you make us an offer to purchase the Goods and we accept your offer.

13.2 If you would like to reach agreement with us for a new Lease Period you must give us reasonable notice of your decision prior to expiry of the Lease Period. We are not obliged to enter into any such agreement with you.

13.3 If you would like to make us a written offer to purchase the Goods, your offer must specify the price which you are willing to pay. We may choose not to accept your offer.

13.4 If you return the Goods to us, the amount of any bond or deposit which you paid to us will be returned to you, after deduction of any amount then owed by you to us.

13.5 If you make us a written offer to purchase the Goods and we accept your offer, the amount of any bond or deposit which you paid to us will be returned to you, after deduction of any amount then owed by you to us.

13.6 If you do not:

(a) return the Goods to us; or

(b) reach agreement with us for a new Lease Period at a mutually agreed rental; or

(c) make us a written offer to purchase the Goods and we accept your offer, you will be taken to have agreed to continue hiring the Goods for a fixed term of one Charge Period and then from Charge Period to Charge Period at rent equal to the Periodic Charge as defined in the Lease Schedule payable for the last Charge Period of this Contract and otherwise on the Terms and Conditions of this Contract, so far as applicable. This means that if your Charge Period is one month, but you retain the Goods for part of the following month, you must pay us for the whole of the second month.

13.7 Either party may terminate the continued hiring of the Goods for the fixed term pursuant to Clause 13.6 by giving to the other by the last day of a Charge Period written notice that the fixed term hiring will be terminated at the expiry of the next full Charge Period. Such termination will only be effective if the Goods are returned to us.

13.8 If we make an appointment with you to collect the Goods from the Installation Address on the expiry of the Lease Period or on termination of the Contract for any reason and you fail to keep the appointment, you must pay us the Current Disconnection Fee. This is in addition to any other amounts for which you must pay us.

14. BREACH OF CONTRACT

This clause explains that you will breach the Contract if you do not comply with your obligations under the Contract.

14.1 You are in breach of the Contract if you:

(a) do not comply with any provision of the Contract; or

(b) become insolvent or bankrupt; or

(c) do not keep the Goods insured (unless you take advantage of the option in clause 10).

(d) are in default under any other Contract you have entered into with us. 14.2 We will be in breach of the Contract if we do not comply with any obligation we have in the Contract, including any obligation implied by legislation into the Contract.

14.3 If you are in breach of Contract, we may be entitled to compensation. We may also be entitled to terminate the Contract.

15. TERMINATION FOR BREACH OF CONTRACT

This clause sets out the circumstances in which we or you may terminate the Contract and the procedures to be followed. For your position following termination for breach see clause 16 and clause 17.

15.1 If you breach the Contract we may terminate the Contract by giving you written notice of termination.

15.2 We may choose to give you an opportunity to remedy your breach. If you are given opportunity to remedy your breach but do not do so to our reasonable satisfaction, we may terminate the Contract. We are not obliged to give you an opportunity to remedy your breach.

15.3 Unless we are in breach of a condition implied by legislation you must not terminate the Contract for breach by us without first giving us written notice of the breach which allows us a reasonable opportunity to remedy the breach.

15.4 Because any termination by you which does not comply with this clause will be a serious breach of contract, you should discuss the matter with us if you think that we have breached the Contract.

16. YOUR LIABILITY ON TERMINATION BY US

This is an important clause which sets out the extent of your liability if we terminate the Contract because of your breach.

16.1 If we terminate the Contract under clause 15, or in reliance on any right of termination conferred by law, you must immediately return the Goods to us.

16.2 If you do not do so and the Contract is a Business Lease then we may enter any premises where we believe the Goods may be located and repossess the Goods.

16.3 If you do not do so and the Contract is a Consumer Lease:

(a) we will not enter any part of premises used for residential purposes for the purpose of taking possession of the Goods unless a court has authorised entry or after we have informed the occupier of their rights under the legislation and the occupier has given us consent in writing; and

(b) we will give you thirty (30) days written notice of our intention to exercise a right under this Contract to take possession of the Goods. However, we need not give you this notice if:

- (i) we believe on reasonable grounds that you have disposed of the Goods or intend to dispose of the Goods, contrary to the terms of this Contract; or
- (ii) we have made reasonable attempts to locate you without success; or
- (iii) you are insolvent; or
- (iv) a court authorises us to do so.

16.4 In addition, you must pay the amount of each of the following to us:

- (a) any payments which have fallen due but remain unpaid including any Rental Amount which fell due for payment after the date of termination and prior to the Calculation Date;
- (b) as liquidated damages, the Early Termination Fee;
- (c) any other money which you are liable to pay under the Contract; and (d) any fees or other payments (not included in 16.4 (a), (b) or (c)) which we make or incur in connection with termination.

16.5 If you do not return the Goods to us, or the Goods have been lost or we determine that they have been damaged beyond reasonable repair you must pay to us the Replacement Value in addition to the Early Termination Fee. However, you do not have to pay the Replacement Value and the Early Termination Fee if you have taken advantage of the option in clause 10 and the loss or damage to the Goods is caused by an event listed in clause 9, although you must still pay to us the Reduced Liability Sum for the Goods which have been lost or damaged beyond reasonable repair.

16.6 The amount of any bond or deposit which you paid to us will be returned to you, after deduction of any amount then owed by you to us under this clause.

17. OUR LIABILITY ON YOUR TERMINATION

This clause describes our liability if you terminate the Contract for breach by us. It does not apply if you exercise your right of early termination.

17.1 If you validly terminate the Contract for breach of contract by us, and you have paid rental payments in advance, we must pay to you (after deduction of any amount then owed by you to us) a sum equal to the amount of:

- (a) unused rental payments; and/or
- (b) any bond or deposit.

17.2 The amount of unused rental payments will be calculated from the time you notify us of termination, provided that within a reasonable time:

- (a) you return the Goods to us, or
- (b) you make the Goods available for collection by us.

17.3 You must pay to us any other money which you are liable to pay under the Contract.

17.4 This clause does not apply if the Contract is a Consumer Lease and you exercise your right of early termination.

17.5 This clause is in addition to any liability we may have for any breach of an obligation implied by legislation.

18. TRANSFER OF RIGHTS

Under this clause you are not entitled to transfer any of your rights under the Contract without our written consent. However, we may transfer any of our rights without your consent.

18.1 You are not entitled to transfer any of your rights or responsibilities under this Contract without first obtaining our written consent.

18.2 We may transfer any of our rights under this Contract without your consent. We cannot transfer our responsibilities without your consent.

19. VARIATION OF CONTRACT

This clause explains the circumstances in which the Contract may be varied. This includes the Rental Amount.

19.1 We may vary the Rental Amount at any time to reflect the net effect of any change in the rate of GST applicable to the Contract or any supply made under it.

19.2 We may change the amount or frequency of payment of any fees and charges and impose new fees and charges at any time without your consent. We will tell you in writing if we do so. Such change or imposition of new fees and charges will be to the extent permitted by and subject to the requirements of any law.

19.3 We may also decide to increase or decrease the Rental Amount. If we decide to increase the Rental Amount for any reason other than your decision to change the Goods, you may terminate the Contract by:

- (a) returning the Goods to us in good operating order and condition (fair wear and tear excepted); and

(b) paying all rental (and DLR Fees) due up to the date of return of the Goods.

19.4 If you terminate the Contract, the amount of any bond or deposit which you paid to us will be returned to you, after deduction of any amount then owed by you to us.

19.5 We may increase or decrease the DLR Fee and/or Reduced Liability Sum from time to time. If we decide to increase the DLR Fee and/or Reduced Liability Sum then you may terminate the operation of clause 10 (Damage Liability Reduction clause) in accordance with clause 10.4.

19.6 We and you must agree in writing to any other variation to the Contract. This includes any supplementary Contract between you and us.

20. NO OFFER TO SELL

This clause explains that you do not have the right to purchase the Goods from us. However, you may make an offer to purchase under clause 13.

20.1 The Contract is not an offer by us to sell the Goods to you and you have no right or obligation to purchase the Goods from us.

20.2 You may make an offer to purchase the Goods from us under clause 13 on the expiry of the Lease Period.

21. OFFER TO PURCHASE SIMILAR GOODS

This clause sets out the circumstances in which you may purchase the Similar Goods.

21.1 This clause applies only if the Contract is a Rent Try Buy Contract.

21.2 (a) Where the Lease Period is 36 months or 48 months, you have the right to purchase Similar Goods at the date of expiration of the Lease Period.

(b) Where the Lease Period is 18 months, you have the right to purchase Similar Goods on only one of the following dates:

(i) the date of expiration of the Lease Period; or

(ii) provided the Contract remains on foot pursuant to the provisions of Clause 13, the day which is 36 calendar months from the Delivery Date.

(c) Where the Lease Period is 24 months and the Goods are Nursery Items, you have the right to purchase Similar Goods at the date of expiration of the Lease Period. (collectively called the Purchase Date).

21.3 You may exercise your right to purchase the Similar Goods by giving us written notice 30 days before the relevant Purchase Date.

21.4 You may only exercise the right to purchase the Similar Goods provided:

(a) you are not in default of any of your obligations under the Contract; and

(b) you have not purchased the Goods pursuant to the provisions of Clause 13.1(b); and

(c) we obtain possession of the Goods pursuant to Clause 13.6.

21.5 If you exercise your right you must pay to us the Similar Goods Purchase Price on the Purchase Date.

21.6 The amount of any deposit or bond which you paid to us in respect of the Goods will be applied in part or full payment of the Similar Goods Purchase Price.

21.7 On or as soon as practicable after the Purchase Date we will deliver the Similar Goods to you and will, unless you have returned the Goods, repossess the Goods from you.

21.8 On return or repossession of the Goods the Contract will be at an end and neither party will have any further obligations under it.

21.9 The provisions of Clause 3 of this Contract apply to the Similar Goods purchased by you.

22. DELAY IN ENFORCEMENT OF RIGHTS

This clause explains that delay does not prevent us exercising our rights under the Contract, and that failure by us to enforce a right does not prevent our enforcing other rights, or the same right on a future occasion.

22.1 We are not obliged to exercise any right under the Contract within any particular time. Therefore, if we take time to consider our position you must not assume that we have decided not to exercise the right.

22.2 Similarly, if we choose on any occasion not to enforce any right under the Contract, you must not assume that we will not exercise other rights, or the same right on a future occasion.

23. SEVERABILITY

This Clause applies to Consumer Leases.

23.1 This clause applies only if the Contract is a Consumer Lease.

23.2 If Consumer Protection Legislation would otherwise make a provision of this Contract illegal, void or unenforceable or a provision of this Contract would otherwise contravene a requirement of any Consumer Protection Legislation, this Contract is to be read as if that provision were varied (or omitted) to the extent necessary to comply with the provisions of the Consumer Protection legislation.

24. COMPUTER EQUIPMENT

This clause applies only if you lease Goods which comprise or include Computer Equipment. General

24.1 This clause applies if you lease Goods which includes Computer Equipment.

24.2 You acknowledge that:

- (a) any software preloaded onto the Computer Equipment is subject to copyright;
- (b) we are not the owner of the copyright of any such software;
- (c) your use of any software is governed by a limited copyright licence from the owner of the copyright, a copy of which is included with the Computer Equipment;
- (d) your use of any Microsoft software accompanying the Computer Equipment hereby rented is governed by the Microsoft End-User License Agreement attached hereto;
- (e) the limited copyright licence expires at the conclusion of the Lease Period;
- (f) you may use the software only on the Computer Equipment leased from us for the Lease Period and may make a copy of the software only for back up purposes and only in support of this use;
- (g) if you copy, modify or transfer the whole or any part of the software without the copyright owner's consent you may be in breach of copyright laws and liable to the copyright owner;
- (h) you are solely responsible for the supply and maintenance of consumables such as printer ribbons and cartridges, floppy disks and which are not supplied by us under the Contract;
- (i) no statement, representation or warranty about the copyright owner or the software has been made by us except as expressly stated in this clause 24;
- (j) we have no obligation to maintain or upgrade any software preloaded into the Computer Equipment but we will provide you with helpdesk access for that purpose by supplying you with a toll-free telephone number on or before delivery of the Goods; and
- (k) you have read the privacy provision at clause 25.17 which relates to Computer Equipment.

Your obligations

24.3 You must:

- (a) comply at all times and in all respects with the limited copyright licence referred to above and advise us immediately if you become aware of any violation (or threatened violation) of the licence; and
- (b) provide such assistance as we may reasonably require in connection with any action which may be taken in relation to any breaches of the copyright owner's copyright.

24.3A (a) You acknowledge and agree that your ability to use the Security Equipment is dependent upon you paying the Rental Amount. The Computer Equipment has been loaded with a software program which enables us to deactivate the Computer Equipment and deny you access to any software program run by the Computer Equipment if you fail to pay the Rental Amount.

(b) An electronic notice will be sent to you advising of the deactivation of the Computer Equipment and informing you as to how you can reactivate the Computer Equipment.

(c) We may reactivate the Computer Equipment once we are satisfied all overdue Rental Amounts have been paid together with any late payment fee and any other payments due under this Contract.

24.4 When the Computer Equipment is returned to us you must also:

- (a) return the original preloaded copies of the software and any computer disks containing the software;
- (b) either return or destroy any copy you made for backup purposes, including modified copies or portions of the software merged into other software;
- (c) return the Microsoft End User Licence Agreement; and
- (d) have removed and/or deleted all your personal information stored on the Computer Equipment.

24.5 You must not under any circumstances:

- (a) reverse assemble or reverse compile the software and any manuals relating thereto;
- (b) sublicense, rent, lease, or assign any software or any copy thereof;
- (c) load any software onto the Computer Equipment in violation of any copyright;

- (d) cause any computer virus to be introduced into the Computer Equipment;
- (e) have the Computer Equipment serviced by any person who is not authorised by us; or
- (f) tamper with or remove any protective seal on the Computer Equipment.

24.6 Re-Rent Computer Equipment

- (a) This clause applies if you lease Goods which are Re-rent Computer Equipment.
- (b) You acknowledge that:
 - i. you are entering into a Contract for Re-rent Computer Equipment;
 - ii. we have used our best endeavours to erase, clean, delete and remove any viruses, pornography and other offensive and undesirable material ("Offensive Material") which may have been stored on the Re-rent Computer Equipment;
 - iii. we expressly advise you there is a risk that some Offensive Material which may affect the use of the Re-rent Computer Equipment may be undetected by Thorn during the processes in clause 24.6(b)(ii);
 - iv. we give you no warranty that the Re-rent Computer Equipment is free of Offensive Material;
 - v. you accept the risk that the Re-rent Computer Equipment may be affected by Offensive Material and absolve us from responsibility or liability for any loss, corruption of your data, programmes, files or removable storage media arising from Offensive Material which may be stored on the Re-rent Computer Equipment;
 - vi. the provisions of this clause do not merge on expiry or termination of the Contract.

Our obligations and liability

24.7 Clause 11 applies to the Computer Equipment. In addition our obligation to maintain the Computer Equipment in good working order does not apply if the Computer Equipment is damaged, rendered defective or not in good working order by reason of:

- (a) improper use, including the accidental erasure of the preloaded software and/or formatting of the hard disk (you must pay the cost of recovery of preloaded software); or
- (b) computer virus or by any improper or illegal use, abuse or accident; or
- (c) a breach of clause 24.2 to clause 24.5.

24.8 To the extent permitted by law, we exclude liability for any and all losses, damage, claims, liabilities, demands and all expenses legal or otherwise of any kind and nature arising out of, or in connection with any loss or corruption of your data, programmes, files or removable storage media whether as a result of:

- (a) use or misuse by you, or by a third party of the Computer Equipment or the software;
- (b) advice given by the copyright owner or us to you in relation to the Computer Equipment or the software, whether negligent or otherwise;
- (c) the intentional or unintentional introduction of a computer virus into the Computer Equipment or the software; or
- (d) any other cause whatsoever
- (e) the Computer Equipment being deactivated and denial of access to software programs run by the Computer Equipment as set out in clause 24.3.A.

24.9 We limit our liability in respect of the repair or replacement of faulty batteries for laptop computers to the first 12 months of the Lease Period.

25. PRIVACY MATTERS

Personal information

25.1 We are bound by and will comply with the Privacy Act and Australian Privacy Principles in relation to the treatment of your personal information.

25.2 Information which we collect about you either directly or indirectly will be used, disclosed and made accessible by us in the manner set out below.

25.3 We may collect personal information about you for the following purposes:

- (a) to answer an enquiry from you;
- (b) to provide you with the service you requested;
- (c) to enable us to develop, administer and manage our services and businesses;
- (d) to customise services to better meet your needs and preferences;
- (e) to assess your application and manage your account with us;
- (f) to compile a customer profile about you to serve you better;
- (g) to engage a credit reporting body to conduct a credit and reference check;
- (h) to assess your creditworthiness;

- (i) billing purposes and collection of debts;
- (j) statistical purposes;
- (k) future promotional and marketing purposes including direct marketing purposes, and to inform you of special offers, promotions and competitions;
- (l) for research purposes to better improve our website, products or services;
- (m) any other customer support purposes;
- (n) to notify credit providers of a default by you of your agreement with us;
- (o) to deal with complaints; and
- (p) to enforce our rights when you are in breach.

25.4 We may collect personal information about you from someone else, such as from a credit reporting body or another credit provider when we are assessing your credit application or collecting a debt you owe.

25.5 Collection of some personal information about you may be required or authorised by or under an Australian law. These laws include:

- (a) the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), which requires us to collect personal information about you when verifying your identity;
- (b) the National Consumer Credit Protection Act 2009 (Cth), which requires us to make inquiries about you when assessing an application for credit by you; and
- (c) the Personal Property Securities Act 2009 (Cth), under which we may need to collect personal information about you to record a security interest on the Personal Property Securities Register.

Credit reporting bodies and credit providers

25.6 You authorise us to give to and seek personal information about your credit arrangements or obtain a consumer credit report containing information about you from any credit reporting body.

25.7 The credit reporting bodies that we are likely to disclose your personal information to are:

Veda Advantage

Veda - Customer Resolutions

PO Box 964 North Sydney NSW 2059

1300 762 207

corrections@veda.com.au

Dun & Bradstreet

Attn: Public Access Centre

PO Box 7405 St Kilda VIC 3004

1300 734 806 pac.austral@dnb.com.au

25.8 The personal information which we may give to or seek from a credit reporting body includes (where applicable):

- (a) your name, sex, date of birth, current address and last two addresses, current or last known employer and driver's licence number;
- (b) consumer credit liability information including the fact that you have entered into the Contract, the date of the Contract, the value of the Goods leased or proposed to be leased under the Contract, and the repayment terms;
- (c) repayment history information;
- (d) information about arrangements with you; and
- (e) that court judgments and/or bankruptcy orders have been made against you.

25.9 You authorise us to use the credit report, or obtain a further credit report, for the purpose of collecting overdue payments relating to credit owed by you.

25.10 Your authorisation also entitles us to give the following information to a credit reporting body (where applicable):

- (a) that you are 60 days or more overdue in making a payment to us of \$150 or more and that steps have been taken to cover all or any part of the amount which you owe; and
- (b) that in our opinion you have committed a serious credit infringement.

25.11 A credit reporting body may also disclose credit reporting information about you to us if we request the information:

- (a) to assess an application for commercial credit made by you us;
- (b) to collect overdue payments in relation to commercial credit provided by us to you;
- (c) to assess whether to accept you as a guarantor in relation to credit provided by us to another person or credit for which an application has been made to us by another person.

- 25.12 You authorise us to give to and seek credit reports and other information about your credit arrangements from:
- (a) credit providers named in the Lease Schedule;
 - (b) any credit providers that may be named in a credit report issued by a credit reporting body; and
 - (c) if you have been a resident in New Zealand during the last five years, any credit reporting body which may hold a credit report about your credit history in New Zealand as permitted by the New Zealand Credit Reporting Privacy Code 2004.
- 25.13 Your authorisation entitles us to exchange information about your:
- (a) credit worthiness;
 - (b) credit standing;
 - (c) credit history; and
 - (d) credit capacity,
- as permitted by the Privacy Act.

Scope

25.14 Credit reports and other personal information we obtain about your credit arrangements from a credit reporting body or a credit provider may be used by us for the following purposes:

- (a) to assess your application for a lease;
- (b) to collect payments that are overdue;
- (c) to notify a credit provider if you breach the Contract;
- (d) to exchange personal information with other credit providers as to the status of your account where you are in breach of a contract with a credit provider;
- (e) to assess your credit worthiness;
- (f) to allow a credit reporting body to create a file about you;
- (g) to administer your account; and
- (h) any other purpose permitted or required by law.

25.15 We usually disclose personal information of the kind collected by us to:

- (a) related companies of ours;
- (b) distributors and introducers of our products and services;
- (c) credit reporting bodies;
- (d) other credit providers and insurers;
- (e) service providers including mailhouses, printers, call centres, marketing companies, and technology providers;
- (f) government bodies;
- (g) persons who act as your guarantor or who provide security for credit to you (or who are considering whether to do so);
- (h) debt collectors and assignees of your debts;
- (i) a recognised external dispute resolution scheme of which we are a member; and
- (j) our professional advisors, including our lawyers, auditors and accountants.

You agree that we may disclose personal information about you to these persons for the purposes for which we collect it where permitted by law, including the Privacy Act. You acknowledge that we may provide your personal information to these persons when required by law.

25.16 Where you have left the Billing Address/Installation Address and you have not provided us with your new address and contact details, you authorise us to use your personal information to contact your current or past landlord or agent to collect personal information regarding your address and contact details so that we can administer your account and this Contract.

25.17 You authorise the use of your personal information for marketing, planning and product development purposes by us, our related companies or an unrelated marketing organisation conducting marketing activities on our behalf. You can request that you do not receive direct marketing communications.

25.18 Our Privacy Policy has information about how you may access personal information about you that we hold and seek the correction of such information, and how you may complain about a breach of the Australian Privacy Principles or any registered privacy code that may bind us. Our Privacy Policy also explains how we will deal with such a complaint. You can obtain a copy of our Privacy Policy by calling our telephone number (07 3114 2428).

25.19 Our Credit Reporting Policy includes information about credit reporting, including:

- (a) the credit reporting bodies to which we are likely to disclose your credit information;
- (b) how credit reporting information is used and your rights in relation to credit reporting information;

- (c) information about how you can access credit eligibility information about you held by us;
- (d) information about how you may seek the correction of credit information or credit eligibility information held by us; and
- (e) how you may complain about a failure by us to comply with Part IIIA of the Privacy Act or the Credit Reporting Privacy Code, and how we will deal with such a complaint.

You can get a copy of our Credit Reporting Policy online at www.thorn.com.au.

You can request us to provide you with a copy of the policy in an alternative form such as a hard copy.

25.20 You can request a copy of our Privacy Policy or our Credit Reporting Policy or obtain access to or update your personal information by writing to - The Privacy Officer, Alarm Rentals P.O.Box 291 Corinda Qld 4075.

25.21 If you provide personal information about another individual you agree that you will inform the individual that personal information about them has been supplied to us and why it has been provided and that they can contact us to obtain access to or update their personal information or get a copy of our Privacy Policy or Credit Reporting Policy.

25.22 If you do not provide the information requested or do not give your authority for the use of the information we may decline your application.

25.23 We may use or disclose this information before, during or after the Lease Period.

25.24 This clause applies if you lease Goods which comprise or include Computer Equipment. You acknowledge that:

- (a) the Computer Equipment you are renting may be subsequently rented by us to another customer after the expiry of the Lease Period;
- (b) prior to the Computer Equipment being rented to another customer, we will use our best endeavours to erase, clean, delete and remove any of your personal information from the Computer Equipment;
- (c) we expressly advise you that there is a risk that some of your personal information may be undetected by us during the processes described above and remain stored on the Computer Equipment when rented to another customer, and as a result, a subsequent customer who rents the same Computer Equipment may have access to your personal information;
- (d) you accept the risk of your personal information remaining stored on the Computer Equipment and absolve us from responsibility or liability for any unauthorised access, use or disclosure by another customer of your personal information stored on the Computer Equipment; and
- (e) the provisions of this clause do not merge on expiry or termination of this Contract.

25.25 We are likely to disclose personal information about you to overseas recipients who provide services for us that do not have an Australian link. Those recipients are likely to be located in the Philippines. If you consent to us disclosing your personal information to them, we are not required to take reasonable steps to ensure that the overseas recipient does not breach the Australian Privacy Principles. You consent to us disclosing your personal information to those overseas service providers.

26. ALLOCATION OF PAYMENTS

26.1 Payments received by us under this contract may be applied by us to any amount you owe under this Contract in any order we determine.

26.2 If you have any other contract with us and you make a payment which is insufficient to satisfy your repayment obligations under each contract, then unless you tell us to which contract the payment is to be applied, we may apply the payment to any one or more of the contracts in any way we think fit.

26.3 If you make a payment under this contract which exceeds your repayment obligations under this Contract and you had or have other contracts with us, then unless you tell us otherwise, we may apply the overpayment towards moneys owed to us under any one or more of such contracts in any way we think fit.

27. GUARANTEE AND INDEMNITY

27.1 The Guarantor unconditionally and irrevocably guarantees to us:

- (a) the payment of the Guaranteed Moneys; and
- (b) the performance of the Customer's obligations under the Contract.

27.2 If the Guaranteed Moneys are not paid when due, the Guarantor must immediately on demand from us pay to us the Guaranteed Moneys in the same manner as the Guaranteed Moneys are required to be paid.

27.3 If the Customer fails to perform its obligations under the Contract when they fall due, the Guarantor must immediately on demand from us perform the Customer's obligations under the Contract.

27.4 If any of the Guaranteed Moneys (or amounts which would have been Guaranteed Moneys had they not been avoided or irrecoverable) are irrecoverable by us, the Guarantor unconditionally and irrevocably and as a separate and principal obligation:

(b) must pay to us an amount equal to those amounts.

27.5 The Guarantor acknowledges that we are not obliged to:

(a) disclose to the Guarantor any information in relation to the affairs or circumstances of the Customer or the Customer's transactions with us; or

(b) do anything or execute any document at the Guarantor's request in relation to the affairs or circumstances of the Customer or the Customer's transactions with us.

27.6 If the Guarantee and Indemnity under Clause 27 or its performance constitutes a supply for the purposes of the GST legislation, the Guarantor must pay the amount of GST referable to the supply to us.

27.7 We may vary the Contract, grant any indulgence to the Customer or do or omit to do any other thing without obtaining the consent of the Guarantor and without regard to whether the Guarantor's rights against the Customer may be prejudiced by any such act or omission and any rule of law or equity to the contrary is expressly excluded.

27.8 (a) Any waiver of a breach of this Guarantee and Indemnity or of any right arising on default under this Guarantee and Indemnity must be in writing and signed by the party granting the waiver.

(b) Neither a breach of this Guarantee and Indemnity nor any right created or arising on default under this Guarantee and Indemnity is waived by any failure or delay in the exercise, partial exercise of any right exercisable in respect of that breach or by the waiver of any other breach whether of the same clause or otherwise.

28. INTENTIONALLY LEFT BLANK

29. TELECOMMUNICATIONS AND INTERNET SERVICES

If the Goods use any telecommunications or internet service, when those services are used you are responsible for all costs relating to them such as subscription fees or fees for usage of services (including downloads).

FORM 17

subsection 175 (1) of the Code
regulation 105 of the Regulations

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 your credit provider's external dispute resolution scheme, or get legal advice, for example from a community legal centre or Legal Aid, as you may have rights against your lessor.

3 Can I end my lease early?

Yes. Simply return the goods to your lessor. The goods may be returned in ordinary business hours or at any other time you and the lessor agree on or the court decides.

4 What will I have to pay if I end my lease early?

The amount the lease says you have to pay.

If you have made rental payments in advance then it is possible that your lessor might owe you money if you return the goods early.

5 Can my lease be changed by my lessor?

Yes, but only if your lease says so.

6 Is there anything I can do if I think that my lease is unjust?

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

If that is not successful, you may contact your credit provider's external dispute resolution scheme.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS CREDIT OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED ON 1800 138 422 or PO BOX A252 SYDNEY SOUTH NSW 1235 or 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.

DIRECT DEBIT REQUEST

- To take advantage of this service, complete the direct debit authority which authorises Meteoric Communications Pty Ltd to debit your selected account each Payment Date (or at any other time an amount is owing under this contract) and return the form to your nearest store or with your next payment or mail it to the following address: PO BOX 291 CORINDA QLD 4075.
- Meteoric Communications Pty Ltd trades as Alarm Rentals. The name Meteoric will therefore appear on your statement.
- You will always know in advance the amount to be regularly transferred from your Bank/ Financial Institution or Credit Card account.

WHEN YOU SIGN THIS DIRECT DEBIT FORM YOU AGREE:

1. to allow Meteoric Communications Pty Ltd to draw your rental amount and any other amounts payable under the contract accompanying this Direct Debit Request or any other contract that you have with us (Contract) from the Bank/Financial Institution account described in the Schedule (Account).
2. to ensure that the Account will contain sufficient clear or available funds to allow the direct debit to proceed. If the direct debit is not honoured by your Bank/Financial Institution, Meteoric Communications Pty Ltd will require payment in some other form. Meteoric Communications Pty Ltd may re-submit a request to debit this amount along with any other amount that you owe us under the Contract.
3. your Bank/Financial Institution will allow Meteoric Communications Pty Ltd to make direct debit from your account.
4. if you need to defer or stop any payment, change your Bank / Financial Institutional details or direct debit amount or suspend or cancel the direct debit you should contact Customer Support on 3114 2428. Customer Support will need 14 days advance notice to process any change.

METEORIC COMMUNICATIONS PTY LTD WILL ENSURE THAT:

1. if you have problem with any direct debit which we make from your Bank / Financial Institution account you may contact Alarm Rentals Customer Service on 3114 2428. We will help resolve your problem but if you feel that your problem has not been properly dealt with by Meteoric Communications Pty Ltd, we will investigate it further and respond to you within 14 days.
2. if the due date for the direct debit falls on a non-business day Meteoric Communications Pty Ltd will debit your account on the next business day. If for any reason the direct debit is delayed after the due date another attempt to direct debit our Bank / Financial Institution account will be made the next business day.
3. the information provided by you in the Schedule will not be provided to any other person other than your Bank / Financial Institution without your consent (unless we are required to do so by law).
4. Meteoric Communications Pty Ltd will notify you at least 14 days prior to any change to this arrangement.

SERVICE AGREEMENT



This Direct Debit Request form is to establish a direct debit from the Bank or Financial Institution account described in the Schedule below to pay your Meteoric Communications Pty Ltd account.

If you have any enquiries about your Direct Debit payments please contact Customer Support on 3114 2428.

Please note that direct debiting may not be available from all Bank or Financial Institution accounts. Please check with your Bank / Financial Institution whether the account you want direct debited can be used in this way.