

FORM 11

Section 35 of the regulation. Section 153 of the Code.

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 conditions of conditions of your lease.

THE LEASE

1. *How can I get the 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. 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 requests: 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 including 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 payment; 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 Government Consumer Agency, or get legal advice 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 can apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

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 Consumer Credit Code.

GENERAL

9. *What do I do if I cannot make a rental payment?*

Get in touch with your lessor immediately. Discuss the matter and see if you can come to some arrangement. For example you could ask your lessor to extend the term of the lease and either reduce the amount of each rental payment accordingly or defer rental payments for a specified period; or to simply defer rental payments for a specified period.

10. *What if my lessor and I cannot agree on a suitable arrangements?*

You can apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this. If you have been unemployed, sick or there is another good reason why you are having problems with your lease, then your lease may be able to be changed to meet your situation. There are other people such as financial counsellors, who may be able to help.

11. *Can my lessor take action against me?*

Yes, if you are in default under your lease. But the law says that you cannot be unduly harassed or threatened for rental payments. If you think you are being unduly harassed or threatened, contact the Government Consumer Agency or the Trade Practices Commission 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 THE GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.