**GOLDPUSH PTY LTD TRADING AS RIVIERA RENTALS ABN 68 610 520 183 A.C.L 379426 A.F.C.A 15286**

**PH 0351332777 Email** [**rivierarentals@bigpond.com**](mailto:rivierarentals@bigpond.com) **PO BOX 1064 BAIRNSDALE VIC 3875**

**TERMS AND CONDITIONS OF CONSUMER LEASE**

I ACKNOWLEDGE THAT IF THIS CONSUMER LEASE GOES TO ITS FULL TERM, THE TOTAL COST WILL BE SIGNIFICANTLY HIGHER WHEN COMPARED TO THE COST OF BUYING THE SAME GOODS OUTRIGHT FROM A RETAILER. OTHER OPTIONS MAYBE INTERST FREE TERMS AFTERPAY OR LAYBY. YOU MUST BE AN AUSTRALIAN CITIZEN TO APPLY

**1 Interpreting these Terms and Conditions**

**Amount Due In Advance or on Delivery** is the amount which you must pay to us when or before the Goods are delivered to you. **Charge Period** is the period of time from one lease payment to the next. **Collection Fee** is a fee which we charge to you when we attend at your address for collection of the Goods. Consumer leaseis the document you have signed entitled Riviera Rentals consumer lease. **Customer** or **You** is you and any other persons specified in the consumer lease as being the renter of the Goods. **Damage Waiver Fee** is the damage waiver fee which is specified in clause 7 of the consumer lease. **Early Termination Fee** is the total of the outstanding balance of the Total Rental Amount or three months' rental, whichever is the lesser and our reasonable expenses in recovering the Goods. **Existing Account Balance** means the total of all amounts owed by you for all leases that you have with us. **Goods** are the various items which you have agreed to rent from us. **GST** is any goods and services tax or similar impost. **Installation Address** is the address where the goods are to be located. **LEASE PERIOD** is the period for which you have agreed to hire the Goods, as specified in the consumer lease. **Payment Date** is the date by which you must pay each Rental Amount. **Reduced Liability Sum** is the sum which would be payable where you take up the option of the Damage Waiver Fee and the goods are damaged or lost. **Payment Amount** is the payment per Charge Period. **Replacement Value** is the amount we determine as the cost of replacing the Goods with comparable equipment. **Terms and Conditions** are the terms and conditions in this document. **Total Payment Amount** is the total amount of **payment** which you are obliged to pay during the lease Period.

**2 The lease**

Your lease is comprised of these terms and conditions and the consumer lease. Other conditions and warranties may be implied into the lease by legislation such as the Trade Practices Act 1974 (Cth). Your rights under such legislation are not taken away or reduced by anything in this lease. Your lease attracts a monthly interest rate of 4% of the Riviera rentals cash price 48% per annum.

**3 Payment**

You are required to pay to us the Amount Due in Advance or on Delivery and the Total payment Amount Unless Otherwise Specified. The Amount Due in Advance or on Delivery is payable at the time of delivery of the Goods to you. The Total payment Amount is payable in instalments by paying the payment Amount on or before the Payment Date for each Charge Period and continuing to make such payments until the end of the credit Period. We may also require you to pay at the time of delivery a deposit or bond as a security for the performance of your obligations under the consumer lease. If you take advantage of the option in clause 7, you must also pay the amount of the Damage Waiver Fee at the same time as you pay the amount due in Advance or on Delivery. The amount of any bond or deposit which you paid to us will be returned to you after we deduct any amount owed by you to us upon termination or expiry of the consumer lease.

**4 What happens if you default in Payment?**

We may charge you a late payment fee if you do not pay or are late in paying any of the amounts specified in clause 3. The amount of the late payment fee will not exceed $10.00. In addition, we may deduct any overdue amounts from any money held by us as a deposit or bond and/or we may terminate the lease and re‑take possession of the Goods. All arrears must be paid up in full and 90 days of clear payments made before a new lease will be considered.

**5 Your Obligations in Relation to the Goods**

We allow you to use the Goods at the Installation Address. You are not allowed to remove the Goods from that address or otherwise deal with, sell, pledge, lend, lease or hire the Goods without our written consent. The goods remain our property throughout the whole of the lease Period. You are required to allow us reasonable access to inspect the Goods so as to enable us to check the condition of the Goods and /or monitor your compliance with the consumer lease. You are required to insure the goods noting with your insurer our interest in the Goods. On the termination of the consumer lease you must return the Goods to us at your expense and in the same condition (fair wear and tear excepted) as the Goods were delivered to you. A breach of any of these terms and conditions gives us the right to terminate the consumer lease.

**6 What happens if the Goods are Lost or Damaged?**

The Goods are our property and it is your responsibility to ensure that they are properly looked after. If they are lost for any reason you must pay to us the Replacement Value of the Goods. 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. You may limit your liability under this clause by paying the Damage Waiver Fee described in clause 7.

**7 Damage Waiver Fee**

If you have elected to pay the Damage Waiver Fee and;

(a) you have substantially complied with the terms and conditions of the consume lease; and

(b) you have taken all appropriate action to minimise the extent of the loss or damage

(c) you have paid the Reduced Liability Sum within 30 days of the loss or damage occurring

we will forego our right to receive compensation from you under clause 6 where the goods are lost or damaged and in lieu thereof you are only required to pay to us the Reduced Liability Sum. 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 Damage Waiver Fee.

The Damage Waiver Fee is not an insurance premium and this clause is not an insurance contract.

**8 Our Obligations in Relation to the Goods**

We agree to keep the Goods in good working order during the lease Period. We may replace the Goods with goods which we believe are comparable in quality, features and performance if we consider it necessary or appropriate to do so. Any such replacement goods will be deemed to be the Goods. This clause does not affect your liability under clause 6

9 Early Termination of the consumer lease by you

Subject to your compliance with the terms and conditions of the consumer lease you have the right to terminate the consumer lease before the expiry of the lease Period. In order to exercise this right of early termination you must return the Goods to us, and pay any other amounts for which you are liable.

1. **Your Rights and Obligations when the lease Period Expires**

**This Rental Agreement is not an offer by Us to sell the Goods to You or to provide You with a payment option to buy the Goods by instalments.**

**At the conclusion of the Consumer Lease, You may make Us an offer to buy the Goods from Us. This may be in writing or it can be done over the phone by calling 03 5153 2777.**

**Any offer to buy the Goods from Us needs to take into account the market price of the Goods, if any, as second hand goods, the depreciated value of the Goods (which We can advise You on) and what is a fair value for such Goods considering the cost that Riviera Rentals is likely to incur in collecting the Goods, storing them before sale and then offering the Goods to the second hand market including any marketing and sale related expenses.**

**Indicatively but not conclusively, after considering the items in this clause , commonly the value of the second hand Goods to Riviera Rentals is nominal. Whilst Riviera Rentals has the right to decline the offer, Riviera Rentals recognises and appreciates your Patronage in using our services and accordingly, every offer will be looked at favourably.**

**You may even Request that being a good client with a good payment history, we gift the Goods and transfer title in them to a family member or friend nominated by you.**

**11 Termination for Breach of lease**

If you breach the lease we may terminate the lease by giving you written notice of termination. We may provide you with an opportunity to remedy your breach. If you are given an opportunity and do not remedy your breach we may terminate the consumer lease. Any indulgence granted by us in relation to a breach is not a waiver of our rights to terminate the consumer lease. The grant of an in indulgence on one occasion does not mean that we will do so on another.

1. **Acceleration of Debt**

Be Aware that your consumer lease has an A**cceleration of Debt clause** apart from the moneys owed on the previous default notice **any interest or additional repayments** that are due shall be added to the amount listed with the **credit bureau.**

**13 Your Liability on Termination of the lease by Us**

You are required to immediately return the Goods to us upon termination of the consumer lease. If you fail to return the Goods to us you agree to allow us and/or our agents to enter any premises where we believe the Goods may be located and repossess the Goods. In addition, you will be required to pay to us:

(a) any amounts due under the consumer lease but which remain unpaid;

(b) any other money which you are liable to pay under the lease including the Replacement Value where the Goods are damaged or not returned; and

(c) any other fees or other payments (not included in (a), (b) or (c)) which we make or incur in connection with termination (for example the reasonable costs of repossession agents)

**14 Transfer or Assignment of rights**

You Are Not entitled to transfer any of your rights or responsibilities under this without first obtaining our written consent. We are entitled to transfer our rights under this consumer lease without your consent.

**15 Variation of lease**

We may vary the Payment Amount at any time to reflect the effect of any change in the rate of GST applicable to the consumer lease or any supply made under it. We may also increase or decrease the Payment Amount. If we decide to increase the Payment Amount for any reason other than your decision to change the Goods, you may terminate the lease by returning the Goods to us in good operating order and condition (fair wear and tear excepted) and paying all payments and other amounts otherwise due up to the date of redelivery of the Goods.

**16 Early Pay Out**

**Should you wish to pay the lease out early 4% per month interest shall be deducted from riviera rentals cash price.**

**17 Privacy – Your Agreement to Disclose Information**

You authorise us to give information to and seek information from any credit reporting agency about your credit worthiness and any credit arrangements or contracts that you have or have had. This information 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; and

1. the fact that you have entered into this consumer lease and the details of this consumer lease; and

(c) That you have drawn cheques which have been dishonoured more than once; and

(d) That court judgments and/or bankruptcy orders have been made against you.

You authorise us to give to and seek information about your credit worthiness and any credit arrangements from:

(a) Credit providers named in the consumer lease; and

(b) Any credit providers that may be named in a credit report issued by a credit reporting agency.

Your authorisation entitles us to exchange information about you’re:

(a) Credit worthiness;

(b) Credit standing;

(c) Credit history;

(c) credit capacity;

As permitted by the Privacy Act.

Your authorisation also entitles us to advise , where applicable,\* a credit reporting agency that:

1. you are overdue in making a payment to us;
2. we have taken steps to recover all or part of the amount which you owe to us; and
3. In our opinion you have committed a serious credit infringement.

Any information that we obtain from a credit reporting agency or a credit provider may only be used by us for the following purposes:

(a) To assess your application with us for a consumer lease;

(b) To collect payments that are overdue to us;

(c) To notify a credit provider if you breach the consumer lease;

(d) To exchange information with other credit providers as to the status of your account where you are in breach of a lease with a credit provider;

(e) To assess your credit worthiness; and

(f) Any other purpose permitted by law.

You agree that we may use or disclose this information before, during or after the credit Period.

*“We may request and obtain your credit information from CRB’s and may also disclose your credit information to CRB’s as allowed for in Part IIIA of the Privacy Act and the Credit Reporting Code. We share credit information with Equifax, Lendguard and Experian. Their details are as follows:*

*Equifax Australia*

[*www.equifax.com.au*](www.equifax.com.au)

*Tell number: 138332*

*E-mail:* [*www.equifax.com.au/contact*](http://www.equifax.com.au/contact)

*Postal address:*

*100 Arthur St*

*North Sydney NSW 2060”*

*Lendguard Pty ltd*

[*www.lendguard.com.au*](http://www.lendguard.com.au)

*Tell number 03 96709797*

*E-mail lendguard.com.au*

*Postal address:*

*Level 3, 4-10 bank place*

*Melbourne*

*Vic 3000*

*Experian Australia*

*Email* [*creditreport@experian.com*](mailto:creditreport@experian.com)

*Ph 1300783684*

*Postal Address*

*101 Miller St*

*North Sydney*

*Australia 2060*

FORM 11

**Section 153 of the Code**

**Section 35 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 lease provider 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 lease, unless you already have a copy of the consumer lease

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

* within 14 days of your written request if the lease 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 payments; and
* the amount of each payment; and
* the date on which the first payment is due and either the dates of the other payments or the interval between them; and
* the number of payments; and the total amount of payments; 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 lease provider.

**3. Can I end my lease early?**

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

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

The amount the consumer lease says you have to pay.

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

**5. Can my consumer lease be changed by my lease provider?**

Yes, but only if your consumer lease says so.

**6. Is there anything I can do if I think that my consumer 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 can contact your lessor’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 the Australian Financial Complaints Authority Ph 1800931678 Web Address www.afca.org.au alternatively, you can go to court. You may 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 lease provider writes asking me where the goods are, do I have to say where they are?**

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

**8. When can my lease provider or its agent come into a residence to take possession of the goods?**

Your lease provider 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 lease payment?**

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

**10. What if my lease provider and I cannot agree on a suitable arrangement?**

You can apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this or contact the Australian Financial Complaints Authority Ph 1800931678 Web Address www.afca.org.au

If you have been unemployed, sick or there is another good reason why you are having problems with your lease then your contract 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 credit provider take action against me?**

Yes, if you are in default under your consumer lease. But the law says that you cannot be unduly harassed or threatened for payments. If you think you are being unduly harassed or threatened, contact the Government Consumer Agency or the Australian Competition and Consumer 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 consumer lease carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER RIVIERA RENTALS PHONE 03 51532777 OR Email rivierarentals@bigpond.com PLEASE ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE 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.