loanie

Consumer Lease

Contract # ________________ Disclosure date ________________

ABN 59 617 641 620 · ACL 497790 · PO Box 3068, Newmarket QLD 4051

IMPORTANT

By signing this document you agree to be bound by this Agreement. Read it before you sign.

- If you default, we may recover the goods. Default events are in the Terms. You can default even if some payments have been made.
- Until the commencement date we may change these terms or withdraw this offer.
- Acting reasonably, we can make changes after commencement where the Terms allow, and after any notice the law requires.
- This is a consumer lease regulated by the National Credit Code. It is not a hire purchase and it is not a loan. Buying the goods at the end is not guaranteed on this document.

About this Agreement

This document is our offer to you to enter into a **consumer lease**. Our offer is valid for seven (7) calendar days from the Disclosure Date in the Schedule, unless we withdraw it earlier.

This Agreement is made up of: About this Agreement · Lease Schedule · Terms · Information Statement · Direct Debit Request · Privacy Statement · Credit Guide.

You can accept by signing electronically through the link we send, or by returning a signed copy. Once you accept, a contract exists on these terms.

Schedule

Credit provider / lessor

Name	Motion Money Pty Ltd t/as Leasie
ABN / ACL	59 617 641 620 · ACL 497790
Address	PO Box 3068, Newmarket QLD 4051
Email	contact@leasie.com.au

Lessee

First name	______________________________
Last name	______________________________
Date of birth	______________________________
Mobile	______________________________
Email	______________________________
Residential address	______________________________
Garage address (if different)	______________________________
Use	Personal use — consumer lease

Goods

Make	______________________________
Model	______________________________
Manufacture year	______________________________
Colour	______________________________
Registration	______________________________
VIN	______________________________
Engine number	______________________________
Odometer (km)	______________________________
Base price of goods (ex on-road)	$
On-road (rego, plate, stamp duty, CTP as applicable)	$
Ride-away figure (information only)	$

Term and payments

Start date	______________________________
First instalment date	______________________________
Term (months)	Maximum 24
Frequency	Weekly / fortnightly
Number of instalments	______________________________
Instalment amount	$
Deposit / upfront	$
Establishment fee	$
Default rate (if any)	% per annum — leave blank if none
Direct debit provider	the provider named on your schedule

Consumer lease cap (s175AA)

Permitted cap used for this quote	$
Total amount payable under this lease	$
Cap check	Total amount payable must not exceed the permitted cap

Fees

Fee	Amount	When payable
Establishment fee	$ ______	On the day you enter this Agreement
Deposit / upfront	$ ______	On the day you enter this Agreement, if any
Government / PPSR charges	$ ______ or at cost	When incurred
Missed payment fee	$ ______ (2024 pack used $30)	When an instalment is not paid on the due date
Infringement admin / nomination	$ ______ (pick one live figure)	When we receive or nominate an infringement
Monthly account fee	$ ______ or delete this row	Only if an amount is set
Direct debit fee	$ ______ or delete this row	Only if the law allows and an amount is set
Retrieval / enforcement	At reasonable cost	When we take possession or enforce

Blank fee rows are not charged. Set the dollar amount on the schedule, or delete the row.

Declarations

By signing you declare:

1. You have read this document and understand it is a legal contract. Ask before you sign.
2. Information you have given is true and not misleading. We are relying on it. You can make the payments without undue hardship.
3. You understand this is a consumer lease. We own the goods during the term. You may offer to buy them. We may refuse. Ownership at the end is not guaranteed on this document.
4. You have had a chance to read the Credit Guide and the Information Statement.

We may withdraw this offer if it is not accepted within 7 days of the Disclosure Date, or if something occurs that makes the transaction undesirable.

Lessee

Signature

Full name

Date

Lessee 2 (if any)

Signature

Full name

Date

Signed for Leasie

Signature

Full name

Date

Terms and Conditions

The wording below is the lawyer-drafted Terms and Conditions from the 2024 pack. Layout only.

These terms and conditions form part of your lease.

1. Terms of lease

1.1 Commencement

We offer to lease you the goods specified in the lease schedule (the goods) on these terms and conditions and the lease schedule incorporating these terms and conditions. By signing the lease schedule, you accept these terms and conditions. You are not entitled to withdraw your acceptance of the offer unless we agree to it. This lease becomes binding on us only when signed by us (or such other date as specified by us), irrespective of any payment of money or delivery of the goods.

1.2 Rent

(a) We lease the goods to you for the rent and term specified in the lease schedule. You must pay the lease money free of all deductions and without set-off irrespective of any loss, damage, destruction, forfeiture, defect, unsuitability, failure to operate, or anything else relating to the goods.

(b) Payments are to be made by direct debit. Until the lease money is paid in full, you must sign and maintain a direct debit authority to allow us to debit an account from which payments will be made. You must keep that account open and ensure that it has sufficient funds available to meet your payment obligations. You authorise us to obtain any payment due under this lease using the direct debit authority.

1.3 Interest

You must pay to us interest on any money payable under this lease not paid on the due date (without affecting the obligation to pay) at the default rate calculated from the earlier of the date the money is due, or the cost or expense is incurred by us and compounded monthly in arrears on the same day of each month as the commencement date of this lease.

1.4 Payment Dates

If any payment is due:

(a) on a day which is not a business day; or

(b) on a day which is the 29th, 30th or 31st of a month with no such date, the payment must be made on or before the next business day.

However, if that means that the payment is due in the next calendar month, your payment is due on the last business day of the current calendar month.

1.5 Acquisition of Goods

We have appointed you our agent for the purposes of the acquisition, certification of title, and delivery of the goods. You warrant to us that the goods are suitable for your intended use. Upon purchase of the goods, we will acquire free and unencumbered title to the goods. You indemnify us against any claims by any person (including by you) of any nature in relation to the condition, merchantability, suitability, title, operation, installation, assembly or delivery of the goods. You acknowledge, and it is fundamental to this lease that we have agreed, to purchase the goods for the sole purpose of leasing the goods to you, and you indemnify us from any loss however arising from this lease (other than as a result of our own error, mistake, fraud, negligence, wilful misconduct or omission).

1.6 Delivery of goods

Before delivery of the goods, you must pay the deposit amount, if any, specified in the lease schedule. By signing the lease schedule, you acknowledge delivery of the goods. You must pay all costs of delivery and arranging delivery of the goods. The failure to obtain delivery of the goods for any reason does not affect your obligation to pay the lease money.

1.7 Expiry of lease, holding over and offer to purchase

(a) On the expiry date, you must deliver the goods to a location nominated by us during ordinary business hours and pay to us the balance, if any, of the money payable under this lease. Following the expiry date or other termination of this lease, we may without any prior demand and on providing reasonable notice take possession of the goods and for that purpose may, after providing any notice required by the law, enter any premises where the goods are located.

(b) If this lease continues beyond the expiry date, and you have not returned the goods to us you must continue to pay the rent at the rate and at the frequency specified in the lease schedule without prejudice to our rights arising from the failure to return the goods on the expiry date. We may agree to an extension of the term of this lease at your request.

(c) At any time before or after the expiry date, you may offer to purchase the goods from us. We may accept or reject your offer at our sole discretion.

(d) If you choose not to offer to purchase the goods, or if we do not accept an offer by you to purchase the goods, the terms of clauses (a) and (b) of this clause apply.

1.8 Early termination of lease by you

(a) You may terminate this lease at any time before the expiry date by providing us with notice in writing and returning the goods to a location nominated by us during ordinary business hours. If you terminate this lease before the expiry date, you must immediately pay to us the balance due. If you return the goods to us and pay the balance due, we will give you credit for the value.

(b) We may also terminate this lease if there is a default - see clause 3.2.

2. Your promises

2.1 Insurance

(a) You must insure and keep insured the goods for their full insurable value under a comprehensive policy in a form and substance satisfactory to us. The policy must cover any risks stipulated by us in the names of the lessor and you, with an insurer approved by us. You must promptly send to us a copy of each certificate of renewal of insurance upon our request. You must provide evidence of the insurance upon our request.

(b) We can apply any money received from any insurance claim over the goods or received from an insurer following cancellation of a policy toward payment of the balance due.

2.2 Loss and destruction

(a) If the goods are lost, destroyed or damaged, any proceeds from insurance must be paid to us unless we agree to the proceeds being used to repair or replace the goods. Any goods repaired or substituted will be goods subject to this lease. You must notify us and every insurer promptly of any damage to or destruction of the goods and must take all steps necessary to preserve all rights under any insurance, including the timely making of claims.

(b) If there is a total loss, we may by notice terminate this lease, in which case you must pay to us:

(i) the balance due; less

(ii) any amount we receive as a payout from any insurer in respect of the total loss.

(c) If we receive any amount from an insurer after you have paid the balance due after total loss, we will refund that amount to you.

2.3 Repair and use

You must:

(a) register and keep registered any goods which are normally registered with a registry;

(b) take proper care of the goods and keep them in good repair, condition and working order and furnish all replacement parts (which upon fitting become part of the goods);

(c) on termination or expiry of this lease, deliver up the goods to us in good repair, condition and proper working order, with only reasonable wear and tear excepted;

(d) comply with any notice from us requiring repair;

(e) use the goods in accordance with the instructions and recommendations of the manufacturer and only permit the goods to be operated by properly licensed or qualified personnel;

(f) not use the goods for any purpose not disclosed to us;

(g) not alter or add to the goods without our prior written consent;

(h) use the goods at your own risk (we are not liable for any damage or loss you suffer arising from the use of the goods);

(i) only permit the goods to be used or operated in the manner and for the purposes for which the goods were designed and manufactured and in accordance with any laws; and

(j) not use or operate or permit the goods to be used or operated when they are out of proper repair.

You acknowledge that we have no obligations with respect to the repair, maintenance or other responsibility in relation to the custody and repair of the goods.

2.4 Dealing with leased goods

(a) You must promptly notify us of any change of address of you or of the premises where the goods are situated stored or garaged. You must not take the goods outside Australia. If a location is specified in the lease schedule, the goods must not be removed from that location other than for its intended use without our prior written consent, which will not be unreasonably withheld;

(b) You must not mortgage, charge, sell, lease, part with possession, permit a lien to arise, or otherwise deal with the goods or this lease or attempt or purport to do so.

2.5 Costs and expenses

On demand by us, you must pay all reasonable costs (including legal costs as between solicitor and client), expenses and other amounts reasonably incurred or paid by us in respect of this lease or any security arising as a result of any default by you or the exercise or purported or attempted exercise of any of our rights or powers, including our reasonable internal administration costs. You must also pay any stamp duty, registration fees, or other duty or taxes arising directly or indirectly in respect of this lease, any security or any variation of this lease.

2.6 Other chattels

If any other chattels are affixed to the goods, then those chattels form part of the goods and are subject to this lease.

2.7 Indemnity

You indemnify us and our officers, agents, and employees from and against all actions, claims, demands, losses, interest, fees, damages, reasonable costs and expenses of any nature which we or our officers, agents or employees sustain or incur, or for which we become liable at any time (but excluding any liability, cost, loss or expense to the extent due to our error, mistake, omission, fraud, wilful misconduct or negligence), arising from:

(a) any failure by you to perform any of the provisions of this lease;

(b) any loss or damage occasioned by or liability incurred by us or you in the exercise, non-exercise or purported exercise of any of our powers, rights and privileges contained in or implied by this lease;

(c) any rates, taxes, charges, outgoings and assessments that are payable or become due in respect of the goods and any liability to any competent authority in respect of any breach of duty or law relating to the goods;

(d) the loss, damage or destruction of the goods by any cause, including lawful confiscation;

(e) your failure to notify us of any defect in the goods;

(f) any injury to persons or property arising directly or indirectly from the goods including their use and operation;

(g) our ownership of the goods; and

(h) use of the goods in breach of any law.

Any amount due under this clause will form part of the lease money.

2.8 Approvals by relevant authorities

You must obtain all approvals necessary for the use and operation of the goods and must comply with all laws, rules and regulations of any competent authority in relation to the use and operation of the goods.

2.9 Inform us of location of goods

You must inform us where the goods are located, and in whose possession, within seven days of written request by us.

2.10 Our right to inspect goods

You will permit us or our agents to inspect and test the goods from time to time and to enter premises where the goods are located for that purpose. We will provide you with reasonable notice of the inspection.

2.11 Our right to affix name to goods

If we request, you must affix to the goods any plates or marks indicating that the goods are our property. You must allow the plates or marks to remain affixed and must not obliterate, deface or cover them up.

2.12 Warranties

You warrant to us that to the best of your knowledge and belief:

(a) all information given by you to us is true and correct;

(b) every statement and representation in relation to the goods is accurate; and

(c) all negotiations in relation to the supply of the goods were conducted between you and the supplier and were conducted in good faith and in the ordinary course of business.

2.13 Goods not to be deemed fixtures

(a) You must not attach, affix or secure the goods to any land or premises without our prior written consent.

(b) If the goods are affixed, attached or secured to land or premises owned by you (with or without our consent), the goods are deemed not to be fixtures and may be removed by us upon providing reasonable notice in accordance with the provisions of this lease, and we may enter on the land or premises for that purpose and will not be liable in respect of loss or damage arising from entry or removal (but excluding any liability, cost, loss or expense to the extent due to our error, mistake, omission, fraud, wilful misconduct or negligence).

(c) If the goods are affixed, attached or secured to land or premises not owned by you (with or without our consent), before affixing, attaching or securing the goods, we may request, acting reasonably, that you obtain and provide to us the written consent of the owner and any mortgagee or charge of the land or premises to the entry and removal of the goods at any time by us.

3. Default

3.1 Events of default

Events of default comprise monetary events of default and non-monetary events of default.

A monetary event of default is an event of default that occurs as a result of your failure to make a payment. Each of the following is a monetary event of default:

(a) you do not pay any money due to us under this lease contract by the due date for payment;

Each of the following is a non-monetary event of default:

(b) you default in the performance of any non-monetary payment provision of this lease, and if the default is capable of remedy, you do not rectify that default within 30 days of our notice requiring you to do so;

(c) you or a guarantor become bankrupt;

(d) you or a guarantor no longer have legal capacity;

(e) it becomes unlawful for you or us to continue with this lease contract;

(f) you breach clause 2.4 of this lease;

(g) you give us information, or make a representation or warranty to us, that is materially incorrect or misleading (including by omission), and is such that we would not have provided the lease, or would only have provided the lease on different terms, if we had known the correct information;

(h) you use the leased goods for an illegal or improper purpose, or to finance an illegal or improper activity;

(i) you do not maintain insurance required by any agreement with us;

(j) you or any person on behalf of you breaches any material undertaking at any time given to us;

(k) you are an individual and you become bankrupt or are jailed;

(l) all or any part of the goods are lost, destroyed, damaged, taken out of your control, of reduced value or utility, or we believe acting reasonably that your ability to maintain possession of the goods has been impaired; or

(m) an insurer under a policy required to be taken out to insure the goods cancels the insurance or disclaims liability for any reason.

3.2 Rights on default

(a) At any time after an event of default occurs, we can take any of the actions listed below. Acting reasonably, we will allow you an opportunity to remedy an event of default if such event of default is capable of being remedied. We do not lose any rights or forgive any event of default unless we do so in writing. We can take action even if we do not do so promptly after an event of default occurs. We can exercise these rights with or without taking possession of the goods. If we hold security, we can enforce any one of these securities first or all of them at the same time.

(i) Terminate this lease.

(ii) Exercise any right, power or privilege conferred by law, equity, this lease, or any other collateral document.

(iii) Perform any of your obligations under this lease.

(iv) Enter any premises and take possession of the goods (with or without terminating this lease).

(v) Terminate this lease in respect of some of the goods only and re-determine the rent and the term for the remaining goods. You must execute any documents required by us to reflect the variation of the terms of this lease but any change is effective even if you do not execute those documents.

(b) You must pay all reasonable costs of and incidental to repossession, storage and return of the goods. If this lease has not been terminated, the obligation to pay rent continues while the goods are in our possession.

(c) On termination of this lease by us under this clause, you must pay to us the balance due.

(d) If we recover the goods and all money due to us has been paid, we will give you credit for the value.

4. General

4.1 Variation

(a) Acting reasonably and after providing any notice required by the law, we may do any of the following at any time:

(i) introduce new fees and charges or vary existing fees and charges; or

(ii) vary the rental if there has been a change in the taxation of this lease; or

(iii) vary the frequency, number or method of calculation of, or time for payment of, any payment due under this lease.

(b) Acting reasonably, we may vary any term of this lease by giving you any notice as required by law.

4.2 Claims

If we receive a claim in relation to the use of the goods (including, for example, fines, infringement notices or claims for damage), we may provide the relevant person or authority with your personal information so that the person or authority can seek redress directly from you. By signing the lease schedule, you consent to us disclosing your personal information for this purpose.

4.3 Title to the goods

The goods are owned by us and nothing in this lease confers on you any right, property or interest in or to the goods other than as lessee.

4.4 Notices

(a) We may give you a notice by personal delivery, prepaid ordinary post or electronically sent to your address shown in the lease schedule, or sent to your last address known to us. We may also give a notice in any other way authorised by law.

(b) The notice may be signed by any employee, solicitor or agent on our behalf.

4.5 Warranties

To the fullest extent permitted by law, all statutory and other implied terms, conditions and warranties relating to the goods are excluded and negatived. To the extent that an implied term, condition or warranty cannot be excluded and, subject to the qualifications in section 64A of Schedule 2 (Australian Consumer Law) of the Competition and Consumer Act 2010 (Cth) or any other statute, our liability for any breach of any terms, conditions or warranties so implied is limited to one of the following as determined by us:

(a) the replacement of the goods or the supply of equivalent goods or payment of the cost of replacement; or

(b) the repair of the goods or the payment of the cost of repair.

4.6 Warranties

No failure or delay or course of dealing in relation to any right power or privilege under this lease operates as a waiver.

4.7 Statutes

If the law requires us to give you notice before exercising rights, we may not have to give notice if:

(a) we believe on reasonable grounds that you have disposed of the goods (or intend to) contrary to the terms of this lease; or

(b) we cannot locate you after making reasonable attempts to do so; or

(c) you are insolvent; or

(d) we are authorised by a court.

If any of the provisions of this lease are illegal or become illegal at any time, the affected provisions will cease to have effect, but the balance of this lease will remain in full force and effect.

4.8 Brokers

You may be introduced to us by a broker, agent, dealer or other person. You consent to the payment by us of any commission or fee to that person. You acknowledge that any introducing broker, agent or dealer is not our agent for any purpose and that no representation or course of conduct or dealing by any introducing broker, agent or dealer binds us. Any amount paid to such a person may be included in the amount financed by this lease.

4.9 Assignment

(a) We may assign, novate or otherwise deal with our rights or obligations (or both) to the goods under this lease and any collateral security (or any one or part of them). You must execute any documents which in our opinion are reasonably necessary for those purposes. You hereby irrevocably authorise us to sign any of that documentation on your behalf, including a substitution agreement to novate this lease to a new lessor.

(b) You must not assign, transfer or deal with your rights or obligations under this lease or any security without our prior written consent.

4.10 Disclosure

We may disclose to a potential assignee, novate, participant or any other person information about this lease, you and the goods. By signing the lease schedule, you consent to us disclosing your personal information for this purpose.

4.11 Consent and approval

If our consent or approval is required, we will not unreasonably withhold or delay our consent or approval. We may impose conditions in providing our consent or approval which are reasonably necessary to protect our legitimate business interests.

4.12 Severability

If any term, agreement or condition of this lease or the application of any term, agreement or condition of this lease to any person or circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction, it will be severed, and neither the remaining terms, agreements and conditions nor the application, validity and enforceability of the severed term, agreement or condition in any other jurisdiction will be affected.

4.13 Authority to complete and date

You irrevocably authorise us to date and complete any blank spaces and otherwise to complete this lease.

4.14 Governing law

This lease is governed by and construed in accordance with the law for the time being in force in the place where this lease is entered in to. You agree to submit to the non exclusive jurisdiction of the courts of that place.

4.15 Taxes

We may vary the rental if there is any change to the taxation rate or depreciation rate applicable to the transaction contemplated by this lease or anything else which changes our return on funds employed under this lease. Instead of a variation, we may require you to pay to us on demand the amount of any additional cost.

4.16 Debit and set-off

You irrevocably authorise us at our discretion and without notice to you to:

(a) debit or charge any of the lease money to any account conducted by with us; and

(b) set off any of the lease money against any money payable by us to you.

We need not allow any set-off between the lease money and any credit balance of yours. Any surplus money paid to us will not carry interest.

4.17 Interest on judgment

If a liability under this lease becomes merged in a judgment or order, then you as an independent obligation must pay interest calculated at the default rate to us on the amount of that liability from the date it becomes payable until it is paid both before and after the judgment or order despite the bankruptcy or insolvency of you.

4.18 GST

(a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this lease, the recipient must pay to the supplier an amount (GST amount) equal to the GST payable on the supply. The GST amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.

(b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.

(c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.

5. PPSA provisions

5.1 Application of this clause

(a) You acknowledge that we have a security interest under the PPSA in respect of the goods, any insurance policy over the goods (including any insurance taken out by you) or insurance proceeds received with respect to the goods, and you authorise us to register one or more security interests under the PPSA in respect of this lease.

5.2 Powers

(a) The rights and powers conferred on us by this lease or the law are in addition to any rights and powers conferred by the PPSA.

(b) For the avoidance of doubt, in addition to the powers under section 125 of the PPSA, we may take any action after default authorised by this lease or the law, including delaying any disposal, leasing or action to retain any of the goods.

6. Interpretation

6.1 Definitions

Some terms are defined in the lease schedule. In this lease, unless the contrary intention appears:

balance due means

(a) the rental up to and including the next rental payment date; plus

(b) if the calculation is made for a time before the expiry date the rental from the next rental payment date to expiry date discounted to the next rental payment date at the discount rate; plus

(c) if the goods are not returned to us the value; plus

(d) our enforcement expenses and costs incurred by us in the repossession, seizure, storage and valuation of the goods, cost and expenses in connection with the sale or attempted sale of the goods, and costs and expenses in connection with our enforcement or attempted enforcement of this lease; plus

(e) any other lease money due but unpaid; plus

(f) interest calculated at the default rate on the above amounts on daily balances from the date of termination to the date of payment.

business day is a day that is not a Saturday or Sunday, or a Queensland or Commonwealth public holiday on which banks are generally not open to conduct business in Queensland.

discount rate means the rate implicit in this lease as reasonably determined by us;

expiry date means the date specified in the lease schedule;

guarantor means anyone who at any time guarantees to us the payment of all or any part of the amount you owe us, and includes any guarantor specified in this loan contract;

GST means any tax, levy, charge or impost implemented under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;

lease money means the rent payments shown in the lease schedule and any other money due under this lease;

next rental payment date means the date on which the next rental payment is due after the termination date;

PPSA means the Personal Property Securities Act 2009 (Cth);

total loss means if we determine (acting reasonably) that the goods have been stolen and not recovered or have been damaged beyond economical repair;

value means:

(g) the proceeds of the sale or other disposal of the goods received by us or at our election the value of the goods as reasonably determined by us (which may be nil); less

(h) all expenditure (including any GST , legal and other costs and expenses) incurred by us in the repossession, seizure, storage and valuation of the goods, cost and expenses in connection with the sale or attempted sale of the goods, and costs and expenses in connection with our enforcement or attempted enforcement of this lease, including all internal costs.

6.2 Interpretation

In this lease, unless the context otherwise requires:

(a) clause and subclause headings are for reference purposes only;

(b) the singular includes the plural and vice versa;

(c) words denoting any gender include all genders;

(d) reference to a person includes any other entity recognised by law and vice versa;

(e) where a word or phrase is defined its other grammatical forms have a corresponding meaning; and

(f) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

Information statement

Things you should know about your consumer lease — 2024 pack wording.

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 leased; and

• any amount you have to pay before the goods are delivered; and

• stamp duty and other government charges you have to pay; and

• charges you have to pay which are not included in the rental payments; and

• the amount of each rental payment; and

• the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and

• the number of rental payments; and

• the total amount of rent; and

• when you can end your lease; and

• what your obligations are (if any) when your lease ends.

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

If your lease does not tell you all these details, contact the AFCA scheme, or get legal advice, for example from a community legal centre or Legal Aid, as you may have rights against your lessor.

3. Can I end my lease early?

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

4. Can I end my lease early?

The amount the lease says you have to pay.

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

5. Can my lease be changed by my lessor?

Yes, but only if your lease says so.

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

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

If that is not successful, you may contact the AFCA scheme.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT BY PHONE ON 1800 931 678, BY EMAIL AT INFO@AFCA.ORG.AU, OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

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 cannot make a rental payment?

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

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

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

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

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

If the lessor still refuses your request, you can complain to the 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 cannot 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 COMPLAINTS ABOUT YOUR CONSUMER LEASE, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER, YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

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

Credit Guide

2024 pack wording. Nothing removed.

We are required to give you this guide by law. It acknowledges your right to ask us about any assessment we may make, our financial services and where appropriate, the recommendation of using one credit product over another. In the unlikely event you may be dissatisfied with what we do or have done, this guide also provides direction on what you need to do to remedy your dissatisfaction.

CREDIT SUITABILITY AND ASSESSMENT

Before we can recommend any financial product to you, the law requires that we make an assessment of your current financial situation and objectives to ensure any credit product we may offer meets your needs. To do this, we will make reasonable enquiries and ask you to provide verifiable information directly or, where we deem it appropriate, we may obtain it from others whom we may contact. Some of these steps may be required by law.

Please note we will not allow you to enter into a credit contract or increase a credit limit on any existing credit contract if:

(a) it is likely you could not fulfil, or only do so with substantial hardship, your financial obligations to us under the contract; or

(b) you could only meet your financial obligations to us by selling your family's main home; or

(c) the credit contract will not meet your requirements or objectives; or

(d) any regulation under the National Consumer Credit Protection Act 2009 (Cth) prohibits us from doing so.

ASSESSMENT COPY

Should you want a written copy of our assessment, free of any charge, you may ask us to provide it:

(a) before you either enter into a credit contract or we increase your credit limit on any existing credit contract you may have with us; or

(b) at any time up to seven (7) years from the date you signed the contract or obtained the credit limit increase on a particular credit contract with us.

The law imposes time limits on us giving you this information. We have seven (7) business days from when you make your request to supply it if your enquiry is made within two (2) years of the date you entered into the credit contract, otherwise we have twenty-one (21) business days to do so. If we have bought your debt from your original credit provider, we have an additional eight (8) and four (4) days to comply.

Note: We are not obliged to give you a copy of the assessment where we do not provide you with the credit or increase the credit limit.

DISPUTE RESOLUTION

Business relationships are built through trust, openness, honesty, integrity, consistency and respect towards others. Sometimes, though, there may be differences of opinion, particularly when things don't quite work out the way you intended when you took out the credit contract. We recognise communication is the key to solving these difficulties and the steps below will assist both of us quickly get our relationship back on track.

Step 1. If you are dissatisfied with something we have done, we encourage you to phone us and explain your concern(s). We can usually resolve the matter(s) amicably, without delay.

Step 2. If you are still not happy with our response, you should contact our Internal Dispute Resolution (IDR) Manager by email at contact@leasie.com.au as soon as possible. We may ask that you put your complaint in writing to us so that we may investigate it further. You can email it to us on contact@leasie.com.au.

Step 3. Should you still be dissatisfied after using both above steps, you may contact our ASIC approved External Dispute Resolution (EDR) provider. You can contact them at no cost by writing to Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne, VIC 3001 Australia, telephoning 1800 931 678, faxing 03 9613 6399, emailing info@afca.org.au or via their website https://www.afca.org.au. Please note that you must have gone through our IDR process first before doing so. If you fail to do so, the matter will be referred to us to resolve in the first instance.

Motion Money Pty Ltd T/as Leasie ACN 617 641 620 Australian Credit Licence 497790 PO Box 3068, Newmarket QLD 4051 Email complaints@motionmoney.com.au www.motionmoney.com.au

Direct debit agreement

Direct debit provider: the provider named on your schedule.

Privacy Statement (and Electronic Communications Consent)

2024 pack wording. Nothing removed.

This document outlines how we collect, use, hold and disclose personal and credit information about you. By signing this document, you consent to us handling your personal information and credit information in accordance with this document. You also consent to us communicating with you via electronic means. You can find out more about how we deal with your personal information by accessing our privacy policy on our website. If you do not provide us with this consent or provide us with your personal information or credit information, we may not be able to provide our services to you.

Why we collect personal information and credit information

We collect personal information and credit information about you and use that information for the following purposes:

• to deal with enquiries from you • to assess your application including assessing your credit worthiness or arranging insurance • to seek opportunities to arrange finance for you or insurance for you and to arrange, refer and deal with your application with credit providers, financial institutions or insurers • for marketing purposes • to notify credit providers of your credit information • to comply with our legal obligations

Who we may collect your information from

We may collect personal information and credit information about you from someone else when we are providing our services to you. This includes collecting information from a government agency, referrer, credit reporting body, employer, real estate agent, a person you know, agent or credit provider.

Who we may disclose your information to

We may disclose personal information and credit information we collect to:

• credit providers including your credit report so that they can assess your application • persons or companies who may or will be a guarantor • persons or companies who may or will be a borrower you are guaranteeing • our related companies • credit reporting bodies such as Equifax • credit providers, lenders, security providers, distributors and referrers • service providers such as third-party back office support providers, marketers and technology providers • government bodies • debt collectors • our external dispute resolution body • our professional advisors such as lawyers, accountants and auditors

A third-party recipient of your personal information may use your personal information for any of the purposes we may use it and we may receive a fee associated with the disclosure of the personal information.

We may disclose your personal information to any organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us.

Exchange of information with Credit Reporting Bodies

We, or persons we disclose your information to, such as credit providers, may exchange information with credit reporting bodies. This includes information about your credit history, credit worthiness, credit liabilities, repayments and defaults.

Exchange of information with Credit Providers

As part of our services to you, we may exchange your personal information and credit information to one or more credit providers. A list of the most common credit providers who deal with us can be found on our website. Credit providers may also disclose information about you to and collect information about you from credit report bodies.

Information about the handling of your personal information and credit information by a credit provider can be found on their website. Information may include:

• that the credit provider may disclose information about you to a credit reporting body or other credit providers for the purpose of assessing your credit • that the credit provider may disclose information about you to a credit reporting about overdue consumer credit payments • how you can obtain the credit provider’s privacy policy • your rights to access or correct personal information held by the credit provider • how the credit provider deals with complaints and disputes • your rights to request a credit reporting body not to undertake pre-screening for purposes of direct marketing by a credit provider

• your right to request a credit report body not to release information about you if you believe you are a victim of fraud.

Using your information to communicate with you for marketing purposes

We may provide you with offers or information about other services we may be able to provide to you unless you tell us not to.

Consent for us to communicate electronically

You agree to, and provide your consent to us:

• sending you information that we are obliged to provide to you to meet our legal obligations • sending you electronic messages rather than providing paper copies • sending you documents and consents by electronic means including documents which you are required to sign and to enter into contracts by electronic means

Electronic messages, information and documents we send you will be to the email or mobile number you have provided us.

You acknowledge that in giving this permission, you agree to:

• use a computer and necessary computer programs and have access to the internet in order to interact with us and receive information we send you; • regularly check your email inbox, fax machine and phone; • notify us of any changes to your electronic address or mobile phone number and absolve us from any liability if you fail to do so.

You may withdraw your permission for the above at any time, provide you give us one (1) business days’ notice and confirm your current residential address and contact details.

Your rights

Our privacy policy contains information about your rights with respect to your personal information including your right to access and correct your personal information and how you can make a complaint with respect to the handling of your personal information.

Definitions

In this document, when we use the following words, they have the corresponding meaning:

“Company”, “we”, “our” and “us” means Motion Money Pty Ltd T/as Leasie together with our related bodies, affiliates and agents.

“credit information” means information or data which has been collected about you by a credit reporting body, a credit provider, government agency or other organisation which stores credit information and includes the type and amount of credit provided to you, the fact you have applied for credit, when you credit arrangement has been discharged, repayment history information, default information and court information.

“legal obligations” means any laws, regulations, practice statements, guides or codes (as amended) which we are required to comply with and includes the Privacy Act, the Anti-Money Laundering and Counter-Terrorism Financing Act, the National Consumer Credit Protection Act and the Personal Property Securities Act.

“personal information” means information or data which has been collected about you from which your identity is apparent and includes your name, date of birth, residential address and government identifier numbers such as your drivers’ licence number.

“You” means the person giving their consent to collect, use, hold and disclose personal information and credit information pursuant to this document.

Acknowledgement and Consent

I acknowledge that I have read and understand this document and give my consent to the Company with respect to my personal information and credit information in accordance with this document.

Lessee 1 signature Lessee 2 signature

Lessee 1 name Lessee 2 name

Date Date

Acknowledgement of privacy and electronic consent

Signature

Full name

Date

master.