

## GENERAL INFORMATION FOR RENTSMART CUSTOMERS<sup>1</sup>

### 1 About this booklet

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RentSmart has prepared this booklet to help you better understand your rights and obligations when we provide you with rental finance services. It contains an overview of how we protect the confidentiality of your personal information and of our complaint handling procedures. It also contains other important information. Please note that this booklet is not a complete statement of either the relevant law or of our processes in the areas covered.

You should read the information contained in this booklet relating to a contract with us for the provision of rental finance services. If you do not understand any of the information contained in this booklet you should contact us.

### 2 Always read the terms and conditions

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RentSmart provides rental finance to our customers as the agent for undisclosed financiers. If you intend to take up rental finance provided by us, you should read and ensure that you understand the terms and conditions of the rental finance agreement before you sign the relevant contract.

This will ensure that you understand your rights and responsibilities as well as the rights and responsibilities of RentSmart. You can also ask us any questions to clarify any of the terms and conditions relating to the rental finance service that we provide. We will take reasonable steps to respond to your query promptly and to your satisfaction.

### 3 Fees and charges

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You may be required to pay certain fees and charges if you enter into a rental finance agreement with us.

For example, customers can pay us either by credit card or by direct debit (or in another manner as we may tell you). If any payment you make by direct debit is dishonoured, we may charge you a dishonour fee. At the time of publication, this fee is \$35

Also, RentSmart may also charge you a fee for generating a tax invoice in respect of any rental finance arrangement you have with us. At the time of publication, this fee is \$5 per invoice.

Our standard fees and charges may change. Call RentSmart at 1 300 855 555 during normal business hours or check [www.rentsmart.com.au](http://www.rentsmart.com.au) for current details of these.

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<sup>1</sup> RentSmart Pty Ltd ACN 073 225 457 as trustee for the RentSmart Unit Trust (ABN 62 233 046 288) (**RentSmart**) provides rental finance services to customers as an agent for an undisclosed financier.

## 4 What happens if you are in financial difficulty?

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We understand that customers sometimes experience periods of financial difficulty. If you are experiencing difficulty in repaying any money you owe to us, you should inform us promptly of this. We can try to find a practical solution for you with your consent. This may involve formulating a new repayment plan for you.

## 5 Your privacy

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### 5.1 Our commitment

Your privacy and the security of your personal information are important to us. Personal information is any information that helps to identify you. It includes your name, address, age, date of birth, gender and your contact details.

RentSmart is committed to protecting your personal information and to keeping it confidential in accordance with the Commonwealth Privacy Act 1999 including the National Privacy Principles and other relevant regulatory sources.

### 5.2 Collection, use and disclosure of your personal information

We may collect various personal information about you in relation to a rental finance agreement including:

- your name and residential address
- the name of the relevant retailer that you are leasing or have leased goods from
- various financial details about the lease such as the price and the term of the lease.

You should note that the above is not an exhaustive list of the information that we may collect about you.

RentSmart can use this information:

- for the management of the rental arrangement and administrative purposes including research, planning, service development, security and risk management
- where a third party acquires or wishes to acquire, or makes inquiries in relation to acquiring, an interest in all or part of RentSmart's business
- for the investigation and prevention of fraud and other unlawful activity.

RentSmart provides rental finance services to customers as an agent for undisclosed financiers. As a result, we may need to disclose your personal information to the relevant credit provider(s) for the purpose of assessing your application for rental finance.

We may also disclose your personal information to our related entities for prudential and administrative purposes including the management of your rental arrangement.

### 5.3 General duty of confidentiality to customers

In addition to the duties that we have under the Privacy Act, RentSmart also has a general duty of confidentiality to you except where:




- disclosure of your information is required by law (e.g. providing information to a government authority such as the Australian Taxation Office)
- there is a duty to the public to disclose (e.g. providing information to the authorities if a crime has been committed)
- the interests of RentSmart require disclosure (e.g. if RentSmart is involved in a court case and we would like to disclose certain relevant personal information about you to the court and we are permitted to do so)

- you have expressly or impliedly consented to the disclosure of your personal information
- we are permitted to do so by the Commonwealth Privacy Act 1999.

#### 5.4 Accessing the personal information that we hold about you

You can seek access to the personal information that we hold about you subject to certain lawful exceptions. If we do not provide you with access to the personal information that we hold about you we will inform you of the reasons for this.

You may request access to the personal information by using the contact details below:

	1300 855 555 (during normal business hours)
	<a href="mailto:customerqueries@rentsmart.com.au">customerqueries@rentsmart.com.au</a>
	RentSmart Pty Ltd PO Box 991 West Perth WA 6872

If the information that we hold about you is inaccurate, misleading or incomplete you can let us know this and we can correct or update the information.

#### 5.5 Additional information about our privacy procedures

You can find further information about our privacy procedures in the RentSmart 'Acknowledgement and Privacy Declaration' that you must sign before you can receive rental finance from us.

## 6 What if you have a complaint?




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At RentSmart, we strive to always provide you with excellent customer service. If you believe that we have made a mistake, or if our service does not meet your expectations, we would like to know. RentSmart is committed to providing prompt and effective solutions whenever our customers have a reasonable basis for being dissatisfied with the provision of our services.

### 6.1 How to contact us

We'd like you to tell us promptly of any concern or complaint that you may have about the provision of our services. This will enable us to remedy your concern sooner.

You may contact us by telephone, email or regular mail:

	1300 855 555 (during normal business hours)
	<a href="mailto:solutions@rentsmart.com.au">solutions@rentsmart.com.au</a>
	Solutions Officer RentSmart Pty Ltd PO Box 991 West Perth WA 6872

To make it quicker and easier for us to resolve your concern to your satisfaction, you should provide us with all relevant information. We may also require that you confirm in writing the information you have provided to us if you have raised your concern with us by telephone.

### 6.2 What you can expect from us

If we are speaking to you directly, we'll try to resolve your concern on the spot when practical.

If we can't resolve your complaint to your satisfaction when you first draw it to our attention, our dispute resolution process is available to you.

We will refer your complaint to the relevant manager for investigation and resolution. We will make reasonable efforts to provide you with a written acknowledgement of your complaint within 5 working days of first receiving your complaint. The written acknowledgement of your concern will also include the name and contact number of the person at RentSmart who is investigating your complaint.

When we have completed our investigation, we will let you know in writing what we believe would be an appropriate resolution to your complaint. We will also provide you with written reasons for this decision.

In most cases, we will be able to provide a written response to a complaint within 10 working days. Sometimes, because of the complex nature of the complaint or because we need to obtain information from other parties, resolution may take longer than this. If we expect that we will not be able to offer a resolution within 21 days of becoming aware of your complaint, we will inform you that we need more time to complete our investigation.

In the absence of exceptional circumstances, we expect to complete each investigation and provide you with a response within 45 days of receipt of your complaint. If there are exceptional circumstances with the result that we cannot resolve your complaint in the 45 day period, we will inform you of the reasons for the delay. We will also provide you with monthly updates on the progress of your complaint and will let you know when we reasonably expect a decision will be made (except where we are waiting on you to provide us with relevant information relating to the complaint that we have told you we require).

### **6.3 External dispute resolution scheme**

In the unlikely event that your complaint has not been resolved to your satisfaction by us or we have taken over 45 days to resolve your complaint, an external process for resolving disputes is available to you.

The national Financial Ombudsman Service (FOS) provides a free and independent dispute resolution service. You can contact the FOS by:

- calling 1300 780 808 during normal business hours
- visiting [www.fos.org.au](http://www.fos.org.au)
- faxing 03 9613 6399
- writing to:  
Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001.