

Terms and Conditions of QRI Lifestyle eezy pay

1. Interpretation

These terms have the following meaning in this application unless the context otherwise requires:

'Customer' means the individual in whose name the application is made

'Product' means any item/s that are purchased through QRI Lifestyle's Interest Free payment method, Eezy Pay

'QRI Lifestyle' means Queensland Railways Institute Lifestyle Inc, their staff, agents, servant, executors, administrators or permitted assigns

'Supplier' means the nominated business, their staff, agents, servants, executors, administrators or permitted assigns, selected by the Customer.

'Total Purchase Amount' means the total amount of all product/s listed in the application plus any delivery, administration, installation or extended warranty costs

'DD' means direct debit from the customer's nominated bank account or credit card for a portion of the total purchase amount

'Payment Instalment' means payment of a portion of the total purchase amount

'Eezy Pay' means the interest free periodic payment service provided by QRI Lifestyle to the customer to purchase product/s

'Due Date' means the periodic date at which each payment instalment is due

2. Purchase Authority

The customer authorises QRI Lifestyle to purchase product/s for the customer as requested by the customer in this application. The customer shall provide proof of QRI Lifestyle membership on request from QRI Lifestyle in relation to this application.

3. Acknowledgment & Total Purchase Amount

The customer acknowledges that the product/s the customer wishes to purchase through QRI Lifestyle Eezy Pay must be purchased from the supplier by QRI Lifestyle. Total Purchase amount shall be minimum \$500, Maximum \$3,000, including cost of product/s, 25% deposit, delivery, 10% admin fee & extended warranty.

4. Title

a) Subject to clause 4 (c), QRI Lifestyle shall retain full title and property of the goods and the customer shall be a bailee only.

b) If the customer fails to make payment in accordance with these terms and conditions, QRI Lifestyle may enter upon the customer's premises to recover the product from the customer, and may use any reasonable force in order to effect recovery without liability for trespass or any resulting damage.

c) Provided no default has occurred pursuant to these terms and conditions, upon the customer paying the total purchase amount and all other moneys due to QRI Lifestyle under these terms and conditions and meeting all of the customer's obligations to be performed under these terms and conditions, the property in and title to the goods shall pass to the customer.

5. Payment

a) Payment is to be made by one 25% deposit of total purchase amount upon application for purchase, followed by 6 or 13 (payment period will be specified on application) equal payment instalments, at equal intervals of 14 days, of the remaining amount, commencing from approval of application. Non-refundable amount of \$15.00, paid with application, is retained for non-approved applications. In accordance with these terms and conditions the customer authorises QRI Lifestyle to deduct the DD amount indicated in this application from the customer's nominated bank account or credit card and pay to QRI Lifestyle for QRI Lifestyle Eezy Pay. The customer agrees that QRI Lifestyle will commence deductions from the date specified on this authority and continue for five (5) fortnights thereafter, subject to variation as outlined in subclauses (b) of clause 5.

b) In the event that any DD's are not deducted from the customer's nominated bank account or credit card due to the customer not having available funds at time of DD, the customer agrees that QRI Lifestyle will receive payment for the DD amount/s due within seven (7) days of the due date.

6. Payment Default

Where payment is not received by QRI Lifestyle in accordance with these terms and conditions, the customer will be charged an overdue fee of \$25.00 for each payment instalment not received by QRI Lifestyle by the due date. In addition, if any payments remain unpaid 14 days after becoming due, the customer will be liable for all costs incurred including wages, recovery agents costs, court fees and legal fees, in the recovery of any outstanding amount, and interest charges of 25% per annum applied to any outstanding amount.

7. Voluntary Payments

The customer may make voluntary payments in addition to payment instalments.

8. Change of Customer's Contact Details

The customer will notify QRI Lifestyle immediately in writing of any change or intended change to the customer's details.

9. Credit History

Under section 18E (8) (c) of the Privacy Act 1988, QRI Lifestyle is allowed to give a credit reporting agency personal information about the customer's application. The information which may be given to an agency is covered by Section 18E (1) of the Act for the purpose of obtaining a credit report about the customer and/or to allow the credit reporting agency to create or maintain a credit information file containing information about the customer. If QRI Lifestyle considers it relevant to assess the customer's application for commercial credit, the customer agrees to QRI Lifestyle obtaining from a credit reporting agency a credit report containing personal credit information about the customer in relation to commercial credit provided by QRI Lifestyle. Further, If QRI Lifestyle considers it relevant to assess the customer's application for personal credit, the customer agrees to QRI Lifestyle obtaining a report about which the customer's commercial activities or commercial credit worthiness from a business that provides information about the commercial credit worthiness of persons.

10. Collection & Use of Personal Information

The customer understands that collection of personal information is necessary for QRI Lifestyle to receive and assess this application and to provide Eezy Pay service to the customer. The customer agrees that QRI Lifestyle may disclose the customer's personal information to the Supplier & transport/delivery companies. QRI Lifestyle considers the customer's privacy to be important and notwithstanding the use of personal information as outlined in these terms and conditions, QRI Lifestyle will not provide the customer's personal details to a party other than to give effect to these terms.

11. Claims

The customer acknowledges: a) any claims by the customer for replacement, repair or allowance, notwithstanding warranty, must be made directly with the manager or authorised representative of the Supplier within 14 days of receipt of product/s; b) The Supplier will not consider any such claim where any direct or consequential damage, loss or other expense arising from misuse or incorrect installation and operation of the product/s has occurred, and unless all information that is required by the Supplier is furnished on its claim form and signed by the customer; (c) Should the Supplier at its sole discretion consider that any goods the subject of any such claim to be defective in quality, then the Supplier may either replace or repair the goods or make allowance towards the purchase of equivalent goods; (d) Any goods so replaced shall remain and/or become the property of the Supplier and shall be returned to the Supplier. The customer is to pay QRI Lifestyle in accordance with clause 5 while any claim/s are being processed.

13. Withdrawal or Alteration of Eezy Pay

QRI Lifestyle reserves the right to withdraw, amend or alter the terms and conditions of Eezy Pay without notice, but will inform customers of withdrawal, amendments or alterations to the terms and conditions of Eezy Pay.