



Green Light Auto Group Pty Limited trading as Carboodle
A.C.N. 131 507 474 Australian Credit License 392 740
PO Box 217 Guildford WA 6936 Freecall 1300 081 488

Date 28 February 2013

Dear [REDACTED]

Please read carefully - Important Notice about your motor vehicle lease with Green Light Auto Group Pty Ltd
The Australian Securities and Investments Commission (ASIC) has raised concerns with Greenlight Auto Group Pty Ltd (Green Light) regarding potential misleading representations that ASIC considers may have been made at the time you entered into a lease with Green Light about: your contractual rights to purchase a motor vehicle when the lease ends; Green Light's right to enter residential premises to possess a leased good.
What's happened?

1. Green Light has promoted its Carboodle product with some of its advertisements stating 'making car ownership easier';

'Put simply, Carboodle is a smarter way to buy a new car';

'At the end of the 48 months, if you have met all your repayments you can hand the car back to Carboodle with no further obligation, or purchase the car from Carboodle at the residual price'.

ASIC considers that the statements made above may possibly have caused some level of confusion with some customers of Green Light as to their rights to purchase the car.

2. At the time you entered into your lease you may also have been advised that Green Light would have the right to enter your residential premises to repossess leased goods on the basis of:

you signing a Form 13 (Consent to enter premises); and/or

your lease stating that you must give Green Light or its authorised agents or employees access to any premises where the vehicle is located.

It is ASIC's view that these representations may again have caused some confusion to customers of Green Light.

What your lease says

Your lease agreement requires you to make regular payments over the term of the lease. At the end of the lease term you may elect to: return the vehicle and pay nothing more (provided all rent payments are made to date); or extend the term of the lease.

The terms and conditions of your lease do not provide you with a right to buy the vehicle. Although you may offer to buy the vehicle, the terms and conditions of your lease do not require Green Light to sell it to you.

What the law says

It is not legal under the *National Credit Code* to enter residential premises for the purpose of taking possession of the leased goods unless: the court has authorised entry; or Green light or its agents have informed the occupier in writing of the provisions of the *National Credit Code* relating to entry onto premises to take possession of goods and the occupier has consent in writing to the entry. Green Light or its agents are required to make a request to the occupier for entry to the premises in writing or by calling at the premises concerned. The consent in writing must be in accordance with Form 13, which is contained in *National Credit Act Regulations*. The Form 13 must be signed by the occupier and cannot be presented to the occupier to sign with, or as part of any other document, for example, when signing documentation when entering into the consumer lease. If the request is made personally, it may only be made between the hours of 8am and 8pm and may not be made on a Sunday or public holiday.

How this Affects You

1. You may not be able to purchase the vehicle at the end of your lease.

Green Light Auto Group Pty Limited trading as Carbootle
A.C.N. 131 507 474 Australian Credit License 392 740
PO Box 217 Guildford WA 6935 Freecall 1300 081 488

2. If you default on your loan, Green Light or their agents must not enter any part of premises used for residential purposes to repossess the leased goods unless they have obtained authorisation from the court or the correct consent as detailed above.

3. Green Light or their agents cannot rely on a form 13 signed by you at the same time you signed your consumer lease documentation as authorisation to enter any part of premises used for residential purposes to repossess the leased goods.

If you have any questions or believe that you have been affected as a result of Green Light's representations, feel free to make contact with Green Light on 1300 081 488 to discuss the matter.

We would be glad to take your call and answer any questions or concerns you have in regards to your lease with Green Light that may have arisen as a result of this letter.

Once you have spoken to us if you are still not happy with our response you can access external dispute resolution by contacting the Credit Ombudsman Service Limited on 1300 13 84 22.

Sincerely,

Green Light Auto Group Pty Limited