

Go Car Finance
Goes way further

Your Vehicle Loan and/or Flexi Loan Secured Credit Agreements



Vehicle Loan Number:

Flexi Loan Number:

Loan Start Date:

Dealership:

Welcome!

It's great to have you on board!

Picking up your car is really exciting, but first you need to read and understand your contract.

If you find that you have any questions, or just want to talk things through, please reach out to us!

We've listed some of the ways you can get in touch below:



Call for a chat: 09 888 5700



Email us on: customercare@gocar.co.nz



Facebook: [@gocarfin](https://www.facebook.com/gocarfin)

Happy Motoring,

The Go Car Finance Team

This booklet along with the separate loose pages of your contract make up your Vehicle Loan and Flexi Loan.
Please staple the loose pages here.

Important Information Checklist for Borrowers

The documentation described below is included in the pack of documents that we have provided to you (the Document Pack). Please only initial once you have received and read all of the documentation contained in the Document Pack and are confident that you fully understand the terms of the documentation. Capitalised terms used in the documentation are defined in the body of the relevant document or in the Terms and Conditions Booklet which is part of the Document Pack.

We recommend that you take independent advice before signing any documentation

Key Information – Very Important	Initial	Initial
Vehicle Loan & Flexi Loan - (Secured Credit Agreement/Secured Revolving Credit Agreement): I/We have received a copy of the Vehicle Loan which I/we have used to finance the purchase of my/our Financed Vehicle. I/we have also received a copy of the Flexi Loan under which I/we may use primarily to finance repairs related to my/our Financed Vehicle and any other purpose approved by the Lender. Vehicle Loan: LoanID1 Flexi Loan: LoanID2		
Standard Form Contract Assignment-B09: I/we have received the standard form contract which along with these loose leaf pages make up the Vehicle & Flexi Loan and form part of the document pack.		
Co-borrowers (if applicable): If we are entering the Vehicle Loan and/or Flexi Loan jointly with another person, we acknowledge that, if we live at the same residence, we confirm that we share household income and expenses and will share in the benefits of the Financed Vehicle. If we do not cohabit, we confirm that the co-borrower will support the main borrower in respect to the financial obligations contained in the Vehicle Loan and/or Flexi Loan, without necessarily having the benefit of using the Financed Vehicle. We understand that we are jointly and severally liable in respect of all obligations contained in this Vehicle Loan and/or Flexi Loan Agreement.		
Terms and Conditions Booklet Version TC-B014: I/We have received a copy of the Terms and Conditions Booklet as part of the Document Pack and have had them explained to me/us.		
Hardship: I/We understand how to apply for unforeseen hardship and confirm that a representative of the Lender explained the application process to me/us in relation to the Vehicle Loan and Flexi Loan.		
Cancellation: I/We understand that I/we can cancel the Vehicle Loan and Flexi Loan within the time limit stated on the Initial Disclosure Statement.		
Disclosure: I/We understand that I/we can access details of my/our loan account (payments due and Unpaid Balance) by logging into www.gocar.co.nz .		
Security: I/We understand that the Vehicle Loan is secured by the Vehicle(s) (which includes the Financed Vehicle and each other specified Vehicle (if any) and includes all parts of such Vehicle(s), and all proceeds of, and rights to, such Vehicle(s)). If I/we do not meet my/our payment obligations under the Vehicle Loan & Flexi Loan, the Lender can sell the Vehicle(s) to pay back amounts that are owing.		
Default Interest: I/We understand that if I/we fail to make a payment, Default Interest will be charged on the overdue amount.		
Compliance: I/We understand that I/we have to comply with the terms of the Vehicle Loan and/or Flexi Loan.		
Legal Advice: I/We have been advised to, and have had sufficient time, to take independent legal advice in relation to the Vehicle Loan, the Flexi Loan and the Document Pack.		
Unregulated Financial Advice: I/We understand that we are protected by responsible lending laws and that advice given to us about this Vehicle Loan and Flexi Loan is not regulated financial advice.		
Go Connect Device: I/We understand that the Financed Vehicle (which the Lender has a security interest in) is fitted with a Go Connect Device that enables the Lender to track the Financed Vehicle, emit a warning buzz and prevent the Financed Vehicle from starting. I/We understand that the Lender will activate the buzzer and/or Go Connect Device if I/we do not meet my/our payment obligations under the Vehicle Loan and/or Flexi Loan.		
Deactivating the Go Connect Device: I/We understand that in the case of interruption due to non-payment, I/we can have the buzzer and/or the starter reset by paying the amount overdue or by entering into a Payment Arrangement (PTP) with the Lender.		
Emergency Enable: I/We understand to contact the office in an emergency. I/we understand that if it is outside of business hours I/we can reactivate the Financed Vehicle's starter which will enable me/us to start the Financed Vehicle and use it for up to 3 hours. This override is available up to six times during the life of the Vehicle Loan and to activate the override, I/we must log in to the client app or text ENBL to 3411.		

Specific Terms & Conditions

You have requested, and the Vendor has agreed, to advance you the Vehicle Loan. The purpose of your Vehicle Loan is to finance your purchase of the Financed Vehicle in accordance with the attached 'Vehicle Offer and Sale Agreement' (VOSA) and 'Consumer Information Notice' (CIN). You have also requested and we have agreed to provide you the facility for the Flexi Loan. The purpose of the Flexi Loan is primarily to finance vehicle-related repairs to your Financed Vehicle and any other purpose consented to by the Lender.

This Secured Credit Agreement (Vehicle Loan) and Secured Revolving Credit Agreement (Flexi Loan) is a deed that has been prepared by the Lender on the Effective Date shown in the Initial Disclosure Statement to document the terms and conditions of your Vehicle Loan and Flexi Loan.

This Vehicle Loan & Flexi Loan are made up of:

- the Specific Terms and Conditions;
- the Initial Disclosure Statement;
- the Terms and Conditions Booklet; and
- the Acknowledgement and Declaration.

It also includes the terms of any Deed of Variation and/or Change Disclosure Statement given to you by the Lender that refers to this Vehicle Loan or Flexi Loan.

Unless the context requires otherwise, terms defined in the Vehicle Loan and Flexi Loan have the meaning given to them in the Terms and Conditions Booklet that form part of the Document Pack.

Disclosure

This Secured Credit Agreement (Vehicle Loan) & Secured Revolving Credit Agreement (Flexi Loan) are disclosure statements for the purposes of the CCCFA.

Parties to this Deed

The Vendor This is the person selling you the Vehicle on credit and the person who assigns its rights in the Vehicle Loan to the Lender on the Effective Date.

Name	DealerName1
Physical address	DealerAddress1
Postal address	DealerPostalAddress
Phone	DealerPhone
Email	DealerEmail

The Lender This is the company providing you with credit following the assignment of rights in the Vehicle Loan from the Vendor on the Effective Date and providing you with credit for the Flexi Loan on the Effective Date (also referred to as 'the Lender' or 'we' or 'us'). The Lender is providing credit as the Vendor is part of the Go Share relationship.

Name	Go Car Finance Limited
Physical address	Level 4, 414 Khyber Pass Road, Newmarket, Auckland 1023
Postal address	PO Box 9034, Newmarket, Auckland 1149
Phone	09 888 5700
Email	info@gocar.co.nz

The Borrower/s This is you (also referred to as 'you' or 'your').

Name/s	CC1Name3	CC2Name3
Address	CC1Address	CC2Address

Where there is more than one borrower, the Borrower/s listed above are **jointly and severally liable** for all obligations of the Vehicle Loan and Flexi Loan.

This section only applies to your Vehicle Loan



Description of the Security Interest

To secure payment of all amounts owing to us under this Vehicle Loan & Flexi Loan and performance of your obligations under those Agreements, you grant us a Security Interest in each Vehicle described below (including but not limited to all parts of that Vehicle):

	Registration	CMVModel	Model
CMVMake	Make	CMVYear	Year
CMVVINChassis	Vin	CMVOwner	Owner
WOFExpiry	WOF Expiry	CC1Address4	Address where Vehicle will be ordinarily kept

Optional Products

You have selected the following Optional Products to be included in your Vehicle Loan.

The relevant terms and conditions for each Optional Product (see below under the column heading 'Terms & Conditions TC-B014' for details) were provided to you before you selected an Optional Product and you have had the features, limitations, exclusions and conditions of the Optional Products explained to you.

Please note: You have agreed to borrow an amount to cover the below costs and fees associated with the Optional Products that you have selected. These amounts will therefore be part of the Unpaid Balance and will be subject to interest charges in accordance with the terms of the Vehicle Loan. These amounts will be included in your regular payment schedule as detailed in the section titled 'Payments' in the Initial Disclosure Statement.

Products	Expiry	Cost	Terms & Conditions TC-B014	Details
Health Waiver	OTHWEnd	\$HWCost	Refer to Terms and Conditions Booklet Payment Waivers	Nominated Borrower OTHWNom
Work Waiver	OTWWEEnd	\$WWCost	Refer to Terms and Conditions Booklet Payment Waivers	Nominated Borrower OTWWNom
Restart Waiver	OTRWEEnd	\$RWCost	Refer to Terms and Conditions Booklet Payment Waivers	Applies to: CMVMake7 CMVModel7
Provident Mechanical Breakdown Insurance	OTMMEEnd	\$MMCost	Refer to Provident Mechanical Breakdown Insurance Certificate and Brochure from Provident Insurance	Applies to: CMVMake5 CMVModel5
Autosure Mechanical Breakdown Insurance	OTExtMbiEnd	\$ExtMbiCost	Refer to Autosure Mechanical Breakdown Insurance Certificate and Brochure from Autosure	Applies to: CMVMake5 CMVModel5
MORP Base Legal		\$	Refer to My On Road Plan Terms and Conditions Booklet	Applies to: CMVMake5 CMVModel5

Sale of Vehicle on Credit

Under this Vehicle Loan:

This section only applies to your Vehicle Loan



- the Vendor agrees to sell the Financed Vehicle to you on credit to enable you to purchase the Financed Vehicle; and
- to secure your payment obligations under this Vehicle Loan you grant to the Vendor a Security Interest over the Financed Vehicle and each other specified Vehicle (if any) (including but not limited to all parts of such Vehicle(s)) and all proceeds of, and rights to, such Vehicle(s).

Assignment

On the Effective Date, the Vendor assigns absolutely to the Lender all of its rights under the Vehicle Loan (including in respect of the amount you owe the Vendor as a result of your purchase of the Vehicle on credit). That means that, after the Effective Date:

- you must pay the Lender all amounts you owe under this Vehicle Loan, and deal only with the Lender in relation to the Vehicle Loan; and
- the Lender can enforce the Vehicle Loan and Security directly.

Please note: This assignment does not change the terms of the VOSA, nor does it affect your obligations or the Vendor's obligations under the VOSA or this Vehicle Loan (except that you must pay all amounts you owe under the Vehicle Loan to the Lender rather than to the Vendor). This Vehicle Loan is also notice to you under section 51(3) of the Property Law Act 2007 (that section stating that debt owing by a debtor (i.e. you) who has notice of an assignment is payable to an assignee (i.e. us)).

Initial Disclosure Statement

You must receive this disclosure statement under section 17 of the CCCFA. It will be provided to you before you enter into this Vehicle Loan & Flexi Loan. This disclosure statement sets out the key information about your loans. You should read it thoroughly. **If you do not understand anything in this disclosure statement you should seek independent legal advice.** You should keep your loan documents in a safe place.

The law gives you a limited right to cancel your Secured Credit Agreement. See the section titled 'Right to Cancel' below and the Terms and Conditions Booklet for full details of your right to cancel. Note that strict time limits apply.

Full Name and Address of The Lender

Name/Trading Name	Go Car Finance Limited
Physical address	Level 4, 414 Khyber Pass Road, Newmarket, Auckland 1023
Postal address	PO Box 9034, Newmarket, Auckland 1149
Phone	09 888 5700
Email	info@gocar.co.nz

This is the person providing the credit. You may send notices to the Lender by writing to the postal address or sending an email to the email address.

Continuing Disclosure

The statement showing (among other things) your Unpaid Balance and all transactions is updated daily and is available at www.gocar.co.nz via the secure login. Instructions to login will be sent to you via SMS within 3 working days of your loan opening.

The following sets out key information about your Vehicle Loan and/or Flexi Loan as at [Effective Date], the "Effective Date". The first section only applies to your Vehicle Loan. The second section only applies to your Flexi Loan.

Credit Details

Initial Unpaid Balance:

Made up as follows:

This is the amount you owe as at the Effective Date (including any fees charged by the Lender). All amounts specified are GST inclusive



This section only applies to your Vehicle Loan

Subsequent Advances

Per Month

Total

Total Advances / Credit Limit

This is the total amount of the Advances made or to be made to you:
TotalAdvances

Payments

You are required to make each payment of the amount specified and by the time specified:

Regular Payments

NoOfPay payments of AmountEach starting on - FirstPay

Final Payment

One final payment Of AmountFinal on LastPay (the **Final Repayment Date**)

Total Amount of payments

CTotalPayments

Interest and Term

Annual Interest Rate

The rate is fixed for the whole term of this Vehicle Loan.

Annual Interest Rate: InterestRate%
Term of this Vehicle Loan: CTerm

Total Interest Charges

This is the amount of the total interest charges payable under this Vehicle Loan.

Total Interest Charge: CTotalInterest

Default Interest Rate

The default interest rate is CDefaultInterestRate%. See the section 'Default Fees' for information on how default interest is calculated.

Method of Charging Interest

Interest charges are calculated by multiplying the Unpaid Balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the Annual Interest Rate by 365. Interest is charged to your account monthly.

Optional Products

You have elected (at your option) to purchase the Optional Products listed in the section titled 'Optional Products' in the Specific Terms and Conditions.

The cost of the Optional Products that you have purchased are included in the payments that you are required to make. See the section titled 'Payments' for details.

If you repay your Vehicle Loan before the Final Repayment Date, a proportional rebate of the cost of the Optional Payment Waivers you have purchased (if any) will be taken into account when calculating the Unpaid Balance of the Vehicle Loan. See the section below titled 'Full Prepayment'.

Full Prepayment

You may pay the Unpaid Balance in full before the Final Repayment Date. If you do this you may have to pay a fee of **\$25** for the Lender's administration costs relating to the full prepayment. This fee is payable by you on the date of prepayment. If you have purchased an Optional Payment Waiver in relation to your Vehicle Loan, the Unpaid Balance will be calculated at the time of repayment in accordance with clause 52A of the CCCFA which provides for a proportionate rebate of the cost of that Optional Payment Waiver.



Initial Unpaid Balance for Flexi Loan

The Initial Unpaid Balance is ZERO until you have requested a drawdown on your Flexi Loan.

Advances

You can start the process by contacting us by phone or email and supplying us with a quote from one of our approved repairers detailing the repairs required. Each Advance made to you will be disclosed to you at the time of drawdown.

Payments

You may choose to pay more than the Minimum Payment Amount which will be specified in writing at the time of drawdown (there is no penalty fee for early prepayment of your Flexi Loan). Once you have received your advance, you must make payments in accordance with the schedule provided at the time of drawdown.

Annual Interest Rate

The annual interest rate is [clientint%rate]%.
The rate is fixed for the whole term of your Flexi Loan

Credit Limit

The Credit Limit is determined by an assessment at the time of drawdown and is subject to regular review.

If any amount is overdue under your Vehicle Loan then we reserve the right to refuse any application for an Advance.

Default Interest Rate

The default interest rate is CDefaultInterestRate%. See the section 'Default Fees' for information on how default interest is calculated.

Method of Charging Interest

Interest charges are calculated by multiplying the Unpaid Balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the Annual Interest Rate by 365. Interest is charged to your account monthly.



Privacy Waiver

Go Car Finance Limited (Go Car Finance) is committed to protecting your privacy. However, we need to obtain and share information with other parties to help us administer your credit account. This information and information-sharing is also needed to protect any Security we hold and help us enforce that Security if default occurs. You have the right to know who is collecting information about you and the right to access it and correct it if it is wrong. You may request the full details of every organisation or person to whom Go Car Finance has disclosed information about you. You consent to us collecting, using and disclosing your personal information within New Zealand or Australia for the following purposes:

- Verifying any information that you give to us (or information that you may collect from other sources) with third parties and third party databases, including Government agencies (e.g. NZ Transport Authority, Motor Vehicle Register, PPSR), your employer, any bank or other financial institution you have or had credit or a mortgage with, local authority, your landlord and any property manager or real estate agencies (including any solicitor acting for one of these parties) or other related companies of Go Car Finance – to help us verify your identity now or in the future, verify the information in this or subsequent applications, consider your financial position, consider whether any proposed security has money owing in relation to it, to register security interests, protect any security we hold and help us enforce our rights if a default occurs.
- Carrying out credit checks on you with credit reporting agencies for the purpose of making a credit decision in relation to you now and in the future (including debt collection) or for the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (NZ) (AML/CFT Act). This will require us to give your information to credit reporting agencies as well as the credit reporting agencies providing information about you to us.
- We may also disclose your positive credit information (including repayment history information) to credit reporting agencies, this could improve your credit score from the perspective of

external agencies.

- Debt recovery including appointing an agent to collect any outstanding debts and listing defaults with credit reporting agencies.
- Checking the Ministry of Justice fines database for any overdue fines you may have. This will require us to give your information to the Ministry of Justice. This check may be carried out by a credit reporting agency, which will require the search results to be disclosed to the credit reporting agency.
- Verifying any information that you give to us (or information that you may collect from other sources) with third parties and third-party databases for the purposes of fraud prevention and/or the AML/CFT Act.
- Where you have voluntarily given us your driver licence information, this information may also be disclosed to credit reporting agencies, New Zealand Transport Agency and the Ministry of Justice as part of the checks we undertake with them.
- Sharing information with our related companies, including those based in Australia for the purposes of conducting your business affairs and operations, and/or in connection with any services to be offered by, or products to be provided by, those related parties to you.

You authorise any third party to provide your personal information to us for any of these purposes.

You agree information disclosed by Go Car Finance to credit reporters may be listed on their systems, used by them to provide their credit reporting services, and supplied to their customers who use their services to make credit decisions about you, or debt collection or for any other lawful purpose.

You authorise those parties to hold and disclose such information for the purposes set out in this clause.



Acknowledgement & Declaration

I/we the Borrower(s) declare and certify that I/we the Borrower(s) have read and understood this authorisation and all documentation contained in the Document Pack, the information provided is true and correct in all respects, I/we are not an undischarged bankrupt and I/we are no less than 18 years of age and that I/we have disclosed any other names that I am/we are currently known as and I am/we are aware that if I/we have deliberately provided false information in this application I/we could face fraud or dishonesty charges in a Court. I/we declare that any information provided to the Lender or its agent can be relied upon.

Unregulated Financial Advice

I/we the Borrower(s) are protected by responsible lending laws. Because of these protections, the recommendations given by you about this Vehicle Loan and Flexi Loan are not regulated financial advice.

This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

Communications

I/we the Borrower(s) consent to you sending me/us marketing material and/or messages electronically or otherwise, even after I/we have repaid my/our Loan in full (unless I/we have notified you otherwise in writing). The Lender consents to receiving electronic communication from me/us.

Executed and Delivered as a Deed

By signing below, I/we acknowledge that I/we have understood the terms and conditions of this Vehicle Loan and/or Flexi Loan. I/We have received a copy of each document in the Document Pack and understand all key features of this Vehicle Loan and Flexi Loan (including the fees and costs related to the Optional Products that I/we have selected).

Main Borrower Name	Joint Borrower Name
Signature	Signature
Date	Date

Signature and Witness Acknowledgement

I confirm I have been trained as required under the Dealer Training Checklist.

I have personally reviewed over the phone or attended the signing of this Vehicle Loan and/or Flexi Loan by the borrower(s) and witnessed its signing, and I have provided them with copies of all documents including the VOSA and CIN card if applicable.

If I personally attended the signing, I have sighted the borrower(s)' original photo identification and verified it against the signatory(ies) in line with the AML/CFT requirements.

If I have personally reviewed the Secured Credit Agreement with the borrower(s) over the phone, I have ensured they have understood the document before signing, I have verified this process with a verified digital signature and have digitally verified the borrower(s)' photo identification against the signatory(ies) in line with the AML/CFT requirements.

I certify that in accordance with the Go Car Finance Standard Operating Procedure I have explained all the relevant key terms of this Vehicle Loan and/or Flexi Loan to the borrower(s), and I am satisfied that they understand the terms of this Vehicle Loan and/or Flexi Loan. In particular I am satisfied that the statements they have initialled in the document contained in the Document Pack titled 'Important Information Borrower Checklist' are accurate and true.

I am satisfied that the products are suitable for the borrower(s)' circumstances and that they do not have existing cover for the risks that the products are intended to address.

I am aware of the requirements of the Responsible Lending Code, the CCCFA and the AML/CFT and confirm that I believe I have complied with these.

Name

Signature

Date

<input type="text"/>	<input type="text"/>
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Membership Form



Your Details

CC1Name8
CC1Address2

CC2Name8
CC2Address2

Your Car

Registration:
Make: CMVMake6
VIN: CMVVINChassis3

Model: CMVModel6
Year: CMVYear2
Registered Owner:

Your Membership

Start Date: LoanStartDateCC7
Regular Payment: \$ORValue1 paid Freq by direct debit

What's Included

Legals *(prepaid through vehicle loan)*

Annual WOF Check
Registration Certificate
3 x Vehicle Safety Checks

Servicing & Extras *(regular payment to My On Road Plan)*

SixTwelve Monthly Service Servicing
24/7 Roadside Assistance
24/7 Accident Helpline

Note: Servicing provided under this membership is at the frequency stated above and does not necessarily ensure compliance with any Mechanical Breakdown policies that you may have. To comply with your Mechanical Breakdown policy, you may need to organise additional servicing outside of this membership.

Your Selected Garage

ServiceGarage
ServiceGarageEmail

ServiceGarageAddress
ServiceGaragePhoneNumber

This is the current approved service station where you will receive your My On Road Plan benefits. Note we may add or remove approved service stations from time to time. Please advise if you would like to nominate an alternative service station – refer to Terms & Conditions

Terms & Conditions

The terms and conditions of membership are contained in the **My On Road Plan Terms and Conditions Booklet MTDP004**. Please read these carefully and make sure you understand them and ask any questions before agreeing to membership by signing this form.

Acknowledgement & Signature

I understand that my regular membership payment to My On Road Plan of \$ORValue2 will be deducted Frequency2 starting on ORDate by direct debit from the bank account shown on my direct debit form. I understand that I have selected a prepayment method for my Legals and will be financed as part of my Go Car Finance Loan. I have read and understand the terms and conditions of this membership contract and agree to them.

Name:

Signature:

Date:

Name (joint):

Signature:

Date:

Credit Fees and Charges

The following Credit Fees and Charges which are not included in the Initial Unpaid Balance are, or may become, payable under, or in connection with your Vehicle Loan and/or Flexi Loan.

Loan Management Fee

There is a fee for administering your Vehicle Loan account of up to **\$6 per month**. This fee is payable by you on the monthly anniversary of the Effective Date.

Go Connect Device Connectivity Fee

There is a rental charge for the Go Connect Device of up to **\$11.50 per month**. This fee is payable by you on either the monthly or yearly anniversary of the Effective Date.

Variation Fee

If we agree to a variation of your Vehicle Loan or Flexi Loan, including drawdowns, we may require a variation fee of up to **\$55**.

Full Prepayment Fee

An administration fee of **\$25** will be charged if you pay your Vehicle Loan back early. These fees are payable on the date of prepayment. See the section titled 'Full Prepayment' on page 2f.

Default Fees

Additional fees apply if you do not meet your payment obligations under this Vehicle Loan and/or Flexi Loan. These fees are payable on demand. See the section titled 'Default Fees' on page 4.

Cancellation Fees

Additional fees apply if you cancel this Vehicle Loan. These fees are payable at the time of cancellation. See the section titled 'Right To Cancel' on page 5.

What Could Happen if You Fail to Meet Your Commitments

Security Interest

Your Vehicle Loan and Flexi Loan are secured over each Vehicle (including but not limited to all parts of such Vehicle) listed under 'Specific Terms and Conditions' and the proceeds of such Vehicle. **If you fail to meet your obligations under this Vehicle Loan and/or Flexi Loan, we may be entitled to repossess and sell the Vehicle(s).**

If, following a Default by you under this Vehicle Loan and/or Flexi Loan, we enforce our Security Interest and sell the Vehicle(s) and the proceeds received from that sale are insufficient to repay all amounts owing to us under this Vehicle Loan and/or Flexi Loan, you will remain liable for the remaining amounts that are owing after application of the sale proceeds.

Nature and extent of the Security Interest

Unless we agree otherwise in writing, our Security Interest must be a first-ranking exclusive Security Interest in the Vehicle(s). On and from the Effective Date, we must be the only person with a Security Interest in the Vehicle(s) and you agree not to grant a Security Interest over the Vehicle(s) to anyone else without our written consent. The Security Interest secures the payment of all amounts you owe to us, and the performance of all of your obligations to us, under this Vehicle Loan and/or Flexi Loan.

What happens if you give someone else a Security Interest in the Vehicle(s)?

If you give a Security Interest over the Vehicle(s) to anyone else without our prior written consent, you will be in Default under this Vehicle Loan and/or Flexi Loan. If that happens, all amounts you owe us under this Vehicle Loan and/or Flexi Loan will be due immediately and we can enforce our rights under the Security Interest (which may include repossessing and selling the Vehicle(s)).

Go Connect Device

A Go Connect Device has been installed in the Financed Vehicle. The device allows us to send audible payment warnings and track and interrupt the Financed Vehicle's starter motor.

Starter Interrupt Feature

If you have:

- missed a scheduled payment and have not entered into any Payment Arrangement (PTP) with us to pay the overdue amount; or
- advised us that the Financed Vehicle has been stolen;

we can activate the starter interrupt feature of the Go Connect Device.

In each case (other than in the case of theft) before we activate the starter interrupt feature of the Go Connect Device we will notify you in writing after the date of non-payment or non-delivery of the Financed Vehicle. Sometime after this notification, the Financed Vehicle's starter will be interrupted. Please note you must **inform us immediately if you change your mobile number.**

How to have the starter re-enabled

In the case of interruption due to non-payment, you can have the Financed Vehicle's starter re-enabled by paying the amount overdue to us in full or by making a Payment Arrangement (PTP) with us. If you have entered into a Payment Arrangement (PTP) and miss a scheduled payment under that Payment Arrangement (PTP), we will notify you after the date of non-payment and the Financed Vehicle's starter will be interrupted.

Emergency

In an emergency contact the office or, if it is outside of business hours, you can reactivate the vehicle's starter which will enable you to start the Financed Vehicle and operate it for a period of three hours. This emergency override is limited to six times over the life of the Vehicle Loan. Therefore, you should use it only when the circumstances justify doing so. To enable the emergency override you must log in to the Go Car Client App using your client code or text **ENBL** to 3411.

Default Fees

Missed Payment Fee

If you miss a payment, and your Loan is overdue, a default fee of up to **\$6** may be charged.

Payment Arrangement (PTP) Fee

If any payment is not received, and as a result you enter into a Payment Arrangement (PTP) to pay off the missed payment(s), we may charge a fee of up to **\$6** for establishing and monitoring the Payment Arrangement (PTP).

Default Interest

Default interest is charged on any amount overdue from the time you fail to make a due payment until the overdue amount is paid.

Default interest charges are calculated by multiplying the amount in arrears at the end of the day by a daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. The annual default interest rate is listed in the Vehicle Loan and Flexi Loan **'Initial Disclosure Statement'** and will be charged to your account at the end of each month.

Repossession Action Fee

If we have to issue you a repossession related notice or prepare a repossession authority document we will charge a fee of up to **\$30** for the preparation and costs associated with these actions.

Repossession Agent Fee

If we have to send our field agent to you or the vehicle's location or carry out the repossession of the Financed Vehicle we may charge a fee of up to **\$80** for each of these actions.

Tamper Fee

A tamper fee of up to **\$495** will be charged to your loan if you tamper with the Go Connect, or if the unit is damaged or lost.

Enforcement Fees

If following a Default by you under this Vehicle Loan and/or Flexi Loan we take any enforcement action (including, but not by way of limitation, any court or disputes tribunal proceedings and the seizure and sale of the Vehicle(s)) we may charge your loan account at cost for the expenses we incur on your behalf or as a result of taking enforcement action.

This includes, but is not limited to:

- court and dispute tribunal costs, solicitor's fees and disbursements, debt collection agency fees and disbursements,
- valuer's fees and disbursements, auctioneer fees and disbursements, process server's fees and any of our agent's costs including staff in effecting such enforcement plus any other necessary disbursements as those costs are ascertained; and
- the cost of doing anything which you have failed to do under this Vehicle Loan and/or Flexi Loan and which we have done.

Right to Cancel

How to cancel

You can cancel this Vehicle Loan and/or Flexi Loan by sending a written cancellation notice to us at the address or to the email address specified for the Lender in the section titled 'Full Name and Address of Lender', within:

- five Working Days of being handed a signed copy of this Vehicle Loan and/or Flexi Loan;
- seven Working Days of receipt if the signed Vehicle Loan and/or Flexi Loan is emailed or sent to you electronically; or
- nine Working Days of the date the signed Vehicle Loan and/or Flexi Loan was posted to you (if applicable).

What you may have to pay if you cancel

If you cancel this Vehicle Loan and/or Flexi Loan you must immediately repay the Unpaid Balance (including, for the avoidance of doubt, any interest accrued for the period starting on the Effective Date until the day you repay us in full (if relevant)). This statement only contains a summary of your rights and obligations in connection with the right to cancel, if there is a dispute about your rights, or you think that we are being unreasonable in any way, you should seek legal advice immediately or try the dispute resolution process described in the section titled 'Dispute Resolution' below.

What to do if you suffer Unforeseen Hardship

If you are unable to reasonably keep up with your scheduled payments or other obligations under your Vehicle Loan and/or Flexi Loan because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.

To apply for a hardship variation, you need to:

- make an application in writing to us at the address specified in the section titled 'Full Name and Address of Lender' above;
- explain your reasons for the hardship variation;
- request one of the following:
 - an extension of the term of this Vehicle Loan and/or Flexi Loan (which will reduce the amount of each payment due under this Vehicle Loan and/or Flexi Loan); or
 - a postponement of the dates on which payments are due for this Vehicle Loan and/or Flexi Loan (specify the period for which you want to apply); or
 - both of the above; and
- give the application to us on one of the ways described in the section titled 'Full Name and Address of Lender' above. Do this as soon as possible. If you leave it too long, the Lender may not have to consider your application.

For the avoidance of doubt, even if you have purchased an Optional Product, this will not affect your ability to make an unforeseen hardship application or adversely affect our consideration of your application

MoneyTalks is a helpline that provides free, confidential budgeting and financial capability advice and is operated by the National Building Financial Capability Trust (Fincap). They can be contacted as follows:

Name: MoneyTalks

Address: PO Box 25335, Featherston Street, Wellington 6011

Phone: 0800 345 123 (Text 4029)

Website: www.moneytalks.co.nz

Email: help@moneytalks.co.nz

Dispute Resolution

Complaints Process – Your Financed Vehicle

If you have a complaint about your Financed Vehicle then you should in the first instance contact the Vendor. The Vendor will work with integrity to try and resolve your complaint and rectify the issue. If you are still unsatisfied with the outcome then contact us and we will attempt to negotiate an agreement with the Vendor. If you are still not satisfied with the outcome then the Motor Vehicle Disputes Tribunal provides a service to arbitrate disputes for licensed Motor Vehicle Traders.

Complaints Process – Your Vehicle Loan and Flexi Loan

Working with integrity and treating our clients with respect and fairness are our core values. If you have a complaint or any concern about your Vehicle Loan and/or Flexi Loan then please lodge it in one of the three ways listed below and someone will contact you to investigate within four hours during working hours. If your complaint is not resolved then please talk to our Complaints Officer.

You can lodge complaints by:

- speaking to your loan manager; or
- sending us an email directly; or
- going on to the website and following the complaints process.

If you feel you are unable to resolve your complaint directly with the Vendor or us please contact one of the dispute resolution services below:

Disputes Resolution - Your Financed Vehicle

The Motor Vehicle Disputes Tribunal resolves disputes between consumers and Motor Vehicle Dealers. If the Vendor is a registered Motor Vehicle Trader (you will find their registered number on the VOSA) then please contact them at: www.justice.govt.nz/tribunals/motor-vehicle-disputes-tribunal.

Disputes Resolution - Your Vehicle Loan and Flexi Loan

We are a member of Financial Services Complaints Ltd (FSCL) – A Financial Ombudsman Service. FSCL is our independent external ombudsman and dispute resolution service that has been approved by the Minister of Consumer Affairs under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. Please contact FSCL for independent advice which is free of charge to you. They can be contacted as follows:

Name: Financial Services Complaints Limited, A Financial Ombudsman Service
Address: PO Box 5967, Lambton Quay, Wellington 6145
Phone: (04) 472 3725 or 0800 347 257
Email: info@fscl.org.nz

Registration on Financial Service Provider Register

Lender registration name: Go Car Finance Ltd
 Registration number: FSP 653772

Offer of Acceptance

The Vendor offers to lend you the Initial Unpaid Balance and the Subsequent Advances (if any) on the terms set out in this Vehicle Loan.

Go Car Finance

Goes way further

PO Box 9034, Newmarket, Auckland 1023
0800 462 277 | gocar.co.nz