



Your Vehicle Loan No LoanID2

Secured Credit Agreement

Contract Date LoanStartDateCC1

SPECIFIC TERMS AND CONDITIONS (VEHICLE LOAN)

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**) or, in the case of a private sale, 'Private Sale Invoice'.

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

This **Secured Credit Agreement** is made up of:

- these Specific Terms and Conditions (Vehicle Loan);
- the Initial Disclosure Statement (Vehicle Loan);
- the Terms and Conditions Booklet; and
- the Authorisation 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 Secured Credit Agreement.

Unless the context requires otherwise, terms defined in this Secured Credit Agreement have the meaning given to them in the Terms and Conditions Booklet that form part of the Document Pack.

SALE OF VEHICLE ON CREDIT

Under this Secured Credit Agreement:

- 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 Secured Credit Agreement 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) (the **Secured Property**).

ASSIGNMENT

On the Effective Date, the Vendor assigns absolutely to the Lender all of its rights under the Secured Credit Agreement (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 Secured Credit Agreement, 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 Secured Credit Agreement (except that you must pay all amounts you owe under the Secured Credit Agreement to the Lender rather than to the Vendor). This Secured Credit Agreement 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)).

DISCLOSURE

This Secured Credit Agreement is a disclosure statement for the purposes of the CCCFA.

OPTIONAL PRODUCTS

You have selected the following **Optional** Products to be included in your Secured Credit Agreement.

The relevant terms and conditions for each Optional Product (see below under the heading 'Terms and Conditions' 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 Secured Credit Agreement. These amounts will be included in your regular payments schedule as detailed in the section titled 'PAYMENTS' in the Initial Disclosure Statement (Vehicle Loan).



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Products	Expiry	Cost	Terms & Conditions	Details
Health Waiver	OTHWEnd	\$HWCost	Refer to Terms and Conditions Booklet Payment Waivers	Nominated Borrower OTHWNom
Work Waiver	OTWWEnd	\$WWCost	Refer to Terms and Conditions Booklet Payment Waivers	Nominated Borrower OTWWNom
Restart Waiver	OTRWEnd	\$RWCost	Refer to Terms and Conditions Booklet Payment Waivers	Applies to: CMVMake7 CMVModel7 CMVRego7
Provident Mechanical Breakdown Insurance	OTMMEnd	\$MMCost	Refer to Provident Mechanical Breakdown Insurance Certificate and Brochure from Provident Insurance	Applies to: CMVMake5 CMVModel5 CMVRego5
Quest Motor Vehicle-Comprehensive Insurance	QMVIEnd	\$QICost	Refer to Quest Insurance – Certificate	Applies to: CMVMake4 CMVModel4 CMVRego4

PARTIES TO THIS DEED

<p>The Vendor This is the person selling you the Vehicle on credit and the person who assigns its rights in the Secured Credit Agreement to the Lender on the Effective Date.</p>		
<i>Name</i>	DealerName1	
<i>Physical address</i>	DealerAddress1	
<i>Postal address</i>	DealerPostalAddress	
<i>Contact</i>	DealerPhone	
<i>Email</i>	DealerEmail	
<p>The Lender This is the person providing you with credit following the assignment of rights in the Secured Credit Agreement from the Vendor on the Effective Date (also referred to as 'the Lender' or 'we' or 'us').</p>		
<i>Name</i>	Go Car Finance Ltd	
<i>Physical address</i>	44 Olive Road, Penrose, Auckland	
<i>Postal address</i>	Box 12511, Penrose, Auckland,1061	
<i>Contact</i>	Ph 09 555 4945	
<i>Email</i>	info@gocar.co.nz	
<p>The Borrower/s This is you (also referred to as 'your').</p>		
<i>Name/s</i>	CC1Name3	CC2Name3
<i>Address</i>	CC1Address	CC2Address



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INITIAL DISCLOSURE STATEMENT (VEHICLE LOAN)

IMPORTANT

You must receive this disclosure statement under section 17 of the CCCFA. It will be provided to you before you enter into this Secured Credit Agreement. This disclosure statement sets out the key information about your Secured Credit Agreement. 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 Secured Credit Agreement 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 LENDER

Name / Trading Name	Go Car Finance Ltd
Address	44 Olive Road, PO Box 12511, Penrose, Auckland 1061
Phone	(09) 555 4945
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.

CREDIT DETAILS

<p>Initial Unpaid Balance: made up as follows</p> <p>This is the amount you owe as at the Effective Date (including any fees charged by the Lender). All amounts specified are GST inclusive</p>		
Subsequent Advances	Per Month	Total
<p>Total Advances / Credit Limit</p> <p>This is the total amount of the Advances made or to be made to you:</p> <p>TotalAdvances</p>		

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 (Vehicle Loan).

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

If you repay your Vehicle Loan before the Final Repayment Date, a proportional rebate of the cost of the 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'.



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PAYMENTS

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

<p>Regular Payments NoOfPay payments of AmountEach starting on FirstPay</p>	<p>Final Payment One final payment Of AmountFinal on LastPay (the Final Repayment Date)</p>	<p>Total Amount of payments CTotalPayments</p>
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INTEREST AND TERM

<p>Annual Interest Rate The rate is fixed for the whole term of this Secured Credit Agreement. Annual Interest Rate: CInterestRate% Term of this Secured Credit Agreement: CTerm</p>	<p>Total Interest Charges This is the amount of the total interest charges payable under this Secured Credit Agreement. Total Interest Charge: CTotalInterest</p>
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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.

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 Secured Credit Agreement.

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

Disabling System Rental fee
There is a rental charge for the Disabling System of **\$16 per month**. This fee is payable by you on the monthly anniversary of the Effective Date.

Variation fee
If we agree to a variation of your Vehicle Loan, we may require a variation fee of up to **\$65**. This fee will be payable by you at time of approval of the variation.

Prepayment fee
Additional fees apply if you pay your Vehicle Loan back early. These fees are payable on the date of prepayment. See the section titled 'FULL PREPAYMENT' below.

Default fees
Additional fees apply if you do not meet your payment obligations under this Secured Credit Agreement. These fees are payable on demand. See the section titled 'DEFAULT FEES' below.

Cancellation fees
Additional fees apply if you cancel this Secured Credit Agreement. These fees are payable at the time of cancellation. See the section titled 'RIGHT TO CANCEL' below.



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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 details are included on the checklist page.

FULL PREPAYMENT

If you pay the Unpaid Balance in full before the Final Repayment Date (**full prepayment**), you may be required to pay a fee or charge to compensate the Lender for any loss resulting from the full prepayment. The Lender may have suffered a loss if the Lender's current interest rate is lower than the interest rate applying to the Secured Credit Agreement. The amount you have to pay to compensate the Lender for such loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the CCCFA. This fee is payable by you on the date of prepayment.

You may also have to pay the Lender's administration costs relating to the full prepayment. The administration fee is **\$65**. This fee is payable by you on the date of prepayment.

If you have purchased a Payment Waiver in relation to your Secured Credit Agreement, 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 Payment Waiver.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Interest

Your Vehicle Loan is secured over each Vehicle (including but not limited to all parts of such Vehicle) listed below and the proceeds of such Vehicle. **If you fail to meet your obligations under this Secured Credit Agreement, we may be entitled to repossess and sell the Vehicle(s).**

Description of the Security Interest

To secure payment of all amounts owing to us under this Secured Credit Agreement and the Secured Revolving Credit Agreement (if any) 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):

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

If, following a Default by you under this Secured Credit Agreement and/or the Secured Revolving Credit Agreement (if any), 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 Secured Credit Agreement and the the Secured Revolving Credit Agreement, 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 Secured Credit Agreement and the Secured Revolving Credit Agreement (if any).

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 Secured Credit Agreement. If that happens, all amounts you owe us under this Secured Credit Agreement will be due immediately and we can enforce our rights under the Security Interest (which may include repossessing and selling the Vehicle(s)).

Disabling System

A Disabling System has been installed in the Financed Vehicle. The device allows us to track and disable the Financed Vehicle's starter motor without warning. In the case of theft you can contact the office or outside of office hours use the website login and we will liaise with the authorities to track and recover the Financed Vehicle.

Starter disabling

If you have:

- missed a scheduled payment and have not entered into any Payment Arrangement (PTP) with us to pay the overdue amount; or
- failed to return a Financed Vehicle to us following your repayment of the Unpaid Balance in full; or
- advised us that the Financed Vehicle has been stolen,

we can activate the Disabling System.

In each case (other than in the case of theft) before we activate the Disabling System we will notify you by text at three days and at six days after the date of non-payment. On the seventh day after the date of non-payment the Financed Vehicle's starter will be disabled.

Please note you must **inform us immediately if you change your mobile number.**

How to have the starter re-enabled

In the case of disabling due to non-payment, you can have the Financed Vehicle 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 by text on the first day after the date of non-payment. On the third day after the date of non-payment the Financed Vehicle's starter will be disabled.

In the case of disabling due to a failure to return the Financed Vehicle to us, you can have the Financed Vehicle starter re-enabled by contacting us and agreeing a time to deliver the Financed Vehicle to us. If you fail to return the Financed Vehicle to us at the agreed time, we will notify you by text on the day after the date of non-delivery. On the third day after non-delivery we will come and take possession of the Financed Vehicle ourselves.

Emergency

In an emergency contact the office or, if it is outside of business hours, you can override the Disabling System and this 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 logon to your account at www.gocar.co.nz.



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DEFAULT FEES

Enforcement fees

If following a Default by you under this Secured Credit Agreement 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, solicitors fees and disbursements, debt collection agency fees and disbursements, valuers' fees and disbursements, auctioneer fees and disbursements, process servicers and any of our agents 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 Secured Credit Agreement and which we have done.

Payment arrangement fee (PTP)

If any scheduled 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 **\$10** for establishing and monitoring the Payment Arrangement (PTP). This fee is payable by you on demand.

Default fee

If you miss a scheduled payment, and your Vehicle Loan is six days or more overdue, and you have not made a Payment Arrangement (PTP) with us, a default fee of up to **\$15** may be charged. This fee is payable by you on demand.

Tamper fee

If the Disabling System is tampered with, damaged or is not recovered a **\$495** tamper fee will become payable. This fee is payable by you on demand.

RIGHT TO CANCEL

How to cancel

You can cancel this Secured Credit Agreement 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' on above, within:

- five Working Days of being handed a signed copy of this Secured Credit Agreement;
- seven Working Days of receipt if the signed Secured Credit Agreement is emailed or sent to you electronically; or
- nine Working Days of the date the signed Secured Credit Agreement was posted to you (if applicable).

What you may have to pay if you cancel

If you cancel this Secured Credit Agreement 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)).

You must also reimburse us for any reasonable expenses we have to pay in connection with this Secured Credit Agreement and its cancellation, including legal fees and credit report fees. Based on our cost analysis, we calculate these to be an administration fee of **\$300** plus a charge of **30 cents per kilometer** driven in the Financed Vehicle from the date of sale. Costs incurred for any damage to the Financed Vehicle and/or grooming if required will be in addition.

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 UNFORSEEN HARDSHIP

If you are unable to reasonably keep up with your scheduled payments or other obligations under your Secured Credit Agreement 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 Secured Credit Agreement (which will reduce the amount of each payment due under this Secured Credit Agreement); or
 - a postponement of the dates on which payments are due for this Secured Credit Agreement (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

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 or seek legal advice if you purchased the Financed Vehicle privately.

Complaints Process – Your Vehicle 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 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 via the website; or
- logging onto the website and registering your complaint using the complaints button.

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. If you purchased the Financed Vehicle privately you should seek legal advice.

Disputes Resolution - Your Vehicle Loan

We are a member of Financial Services Complaints Limited (FSCL) which is an approved dispute resolution scheme under the Financial Services Providers (Registration and Disputes Resolution) Act 2008. Please contact FSCL for independent advice. They can be contacted as follows:

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



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REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Lender registration name Go Car Finance Ltd
Registration number FSP 483766

OFFER AND ACCEPTANCE

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

EXECUTED AND DELIVERED AS A DEED

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

Borrower Name (1)	CC1Name2	Borrower Name (2)	CC2Name2
Signature		Signature	
Date		Date	

WITNESS ACKNOWLEDGEMENT

I confirm I have been trained as required under the Service Level Agreement.

I have personally attended the signing of this Secured Credit Agreement 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.

I certify that in accordance with the Go Car Finance Standard Operating Procedure I have explained all the relevant key terms of this Secured Credit Agreement to the borrower(s), and I am satisfied that they understand the terms of this Secured Credit Agreement. In particular I am satisfied that the statements they have initialed 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.

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

Witness Name

Signature

Date