



SPECIFIC TERMS AND CONDITIONS (WOF Loan)

You have requested and we have agreed to provide you the WOF Loan. The purpose of the WOF Loan is primarily to finance WOF-related repairs to your Vehicle and any other purpose consented to by the Lender in writing.

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

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

- these Specific Terms and Conditions (WOF Loan);
- the Initial Disclosure Statement (WOF 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 Revolving Credit Agreement.

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

DISCLOSURE

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

PARTIES TO THIS DEED

The Lender This is the person providing you with credit following the assignment of the Secured Revolving Credit Agreement from the Vendor on the Effective Date (also referred to as 'the Lender ' or ' we ' or ' us ')		
Name	Go Car Finance Ltd	
Physical address	44 Olive Road, Penrose, Auckland	
Postal address	Box 12511, Penrose, Auckland, 1061	
Contact	Ph 09 555 4945	
Email	info@gocar.co.nz	
The Borrower/s This is you (also referred to as 'your').		
Name/s	CC1Name5	CC2Name5
Address	CC1Address1	CC2Address1
Contact	PMobSMS	PMobSMS2
Email	PEmail	PEmail2



INITIAL DISCLOSURE STATEMENT (WOF LOAN)

IMPORTANT

You must receive this disclosure statement under section 17 of the CCCFA. It will be provided to you before you enter into the Secured Revolving Credit Agreement. This disclosure statement sets out the key information about your Secured Revolving Credit Agreement. You should read it thoroughly. **If you don't understand anything in this disclosure statement you should seek independent legal advice.** You should keep your Secured Revolving Credit Agreement in a safe place.

The law gives you a limited right to cancel your Secured Revolving 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 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.

INITIAL UNPAID BALANCE

The Initial Unpaid Balance is ZERO as you have not yet purchased any repairs in connection with the Financed Vehicle.

ADVANCES

You can request an Advance by making an online application to us and supplying a quote from one of our approved repairers detailing the repairs required. Each Advance made to you will be disclosed in your statement available at www.gocar.co.nz via the secure login when the Advance is made.

PAYMENTS

Minimum Payments

You may choose to pay more than the Minimum Payment Amount specified below. The minimum weekly (or equivalent) payments is as follows:

Unpaid Balance on WOF Loan Weekly (or equivalent) Minimum Payment Amount

\$1,001 or more	\$25	
\$901 - \$1,000	\$25	The date that payments are due will be specified in your continuing disclosure statement
\$701 - \$900	\$20	
\$501 - \$700	\$15	
\$500 and under	\$10	



Your WOF Loan No RevCID2

Secured Revolving Credit Agreement

Contract Date
LoanStartDateCC3

CREDIT DETAILS

<p>Annual Interest Rate The rate is fixed for the whole term of your Secured Revolving Credit Agreement.</p> <p>Annual Interest Rate 29.95%</p>	<p>Credit Limit The Credit Limit is \$1,000</p> <p>If any amount is overdue under your Secured Credit Agreement then we reserve the right to refuse any application for an Advance.</p>
<p>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.</p>	

CREDIT FEES AND CHARGES

<p>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 Revolving Credit Agreement.</p> <p>Advance fee There is a fee for making an Advance under your WOF Loan of up to \$65 which will be payable by you at the time we make the Advance.</p> <p>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.</p>
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CONTINUING DISCLOSURE

<p>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.</p>
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WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

<p>Security Interest Your WOF Loan is secured over each Vehicle (including but not limited to all parts of that Vehicle) listed below and the proceeds of that Vehicle. If you fail to meet your obligations under your Secured Revolving Credit Agreement, we may be entitled to repossess and sell the Vehicle(s).</p> <p>Description of the Security Interest To secure payment of all amounts owing to us under your Secured Revolving Credit Agreement and the Secured Credit Agreement 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):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>CMVRego2 Registration CMVMake2 Make CMVVINChassis2 Vin</p> </td> <td style="width: 50%; vertical-align: top;"> <p>CMVModel2 Model CMVYear1 Year CMVOwner1 Owner 1/54A Rutherford Rd Address where Vehicle will be ordinarily kept Marewa Napier</p> </td> </tr> </table> <p>If, following a Default by you under this Secured Revolving Credit Agreement and/or the Secured Credit Agreement 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 Revolving Credit Agreement and the Secured Credit Agreement, you will remain liable for the remaining amounts that are owing after application of the sale proceeds.</p> <p>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</p>	<p>CMVRego2 Registration CMVMake2 Make CMVVINChassis2 Vin</p>	<p>CMVModel2 Model CMVYear1 Year CMVOwner1 Owner 1/54A Rutherford Rd Address where Vehicle will be ordinarily kept Marewa Napier</p>
<p>CMVRego2 Registration CMVMake2 Make CMVVINChassis2 Vin</p>	<p>CMVModel2 Model CMVYear1 Year CMVOwner1 Owner 1/54A Rutherford Rd Address where Vehicle will be ordinarily kept Marewa Napier</p>	

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 Revolving Credit Agreement and the Secured Credit Agreement.

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 of this Secured Revolving Credit Agreement. If that happens, all amounts you owe us under this Secured Revolving Credit Agreement and the 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 the 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* outside of office hours (inside of office hours contact the office) 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 Revolving 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 for the expenses at cost 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



Your WOF Loan No RevCID2

Secured Revolving Credit Agreement

Contract Date
LoanStartDateCC3

- the cost of doing anything which you have failed to do under your Secured Revolving 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 WOF 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. *Please note we will not charge this fee twice for the same event – that is, if we have already charged it under the Secured Credit Agreement.*

RIGHT TO CANCEL

How to cancel

You can cancel this Secured Revolving 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' above, within:

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

What you may have to pay if you cancel

If you cancel this Secured Revolving 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.

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 Revolving 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 for the Lender in the section 'FULL NAME AND ADDRESS OF LENDER'; and
- explain your reasons for the hardship variation; and
- request one of the following:
 - an extension of the term of this Secured Revolving Credit Agreement (which will reduce the amount of each payment due under this Secured Revolving Credit Agreement); or
 - a postponement of the dates which payments are due for this Secured Revolving 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, we may not have to consider your application.



DISPUTE RESOLUTION

Complaints Process – Your WOF 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 WOF 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 Lender please **contact the disputes resolution services** below:

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

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Lender registration name Go Car Finance Ltd
 Registration number FSP 483766

EXECUTED AND DELIVERED AS A DEED

By signing below I acknowledge that I/we have understood the terms and conditions of this Secured Revolving Credit Agreement. I/We have received a copy of all documentation in the Document Pack and understand all key features of this Secured Revolving Credit Agreement.

Borrower Name (1) CC1Name7 **Borrower Name (2)** CC2Name7

Signature **Signature**

Date **Date**

WITNESS ACKNOWLEDGEMENT

I have personally attended the signing of the Secured Revolving Credit Agreement by the borrower(s) and witnessed the signing.

Witness Name

Signature

1 Personal Information

The Lender (Go Car Finance Ltd) is committed to protecting your privacy. However we need to get and share information with other parties to help us administer your Loan. This information and information sharing is also needed to protect any Security we hold and help us enforce that Security if a 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. We have set out our contact details and those of Veda Advantage Limited (Veda) below.

The parties we can collect and share information about you with are:

- a) The Vendor and their agent – to help us consider this and any subsequent application for credit.
- b) Veda, a credit reporting agency - so that we can complete credit checks now and over the future of the Loan, assess your credit history and verify your identity.
- c) The Ministry of Justice - to find out whether you have any outstanding fines.
- d) New Zealand Transport Agency (NZTA) – to complete a Driver Check on you. Driver Check is a service provided by the NZTA that allows us to access the following information about your driver licence: the licence classes you hold, the licence endorsements you hold, the conditions on your licence, the status of your licence. The NZTA will also send an automatic notification to us when any of the above information about your driver licence changes e.g. when your licence expires or is suspended.
- e) Your employer, any bank or other financial institution you have or had credit or a mortgage with, local authority, government department or agency, your landlord and any property manager or real estate agencies (including any solicitor acting for one of these parties) – 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, protect any Security we hold and help us enforce our rights if a *default* occurs.
- f) Any potential assignee, transferee or other person whom we anticipate entering into contractual relations in connection with this Loan or any third party and insurance providers who has or may have a financial interest in this Loan.

2. Consent to Complete a Credit Check, Driver Check and Make Other Enquiries

By signing this authorisation you consent and authorise us and any of our agents to:

- a) Obtain a credit report from Veda or other credit agencies now and in the future and you consent to us using Veda's monitoring services to receive updates if your information changes.
- b) Obtain information from the Ministry of Justice to find out whether you have any outstanding fines.
- c) Provide your personal information to Veda or other credit agencies for the purpose of identity verification, credit reporting or lodging a default; the Ministry of Justice in relation to any outstanding fines you may have; and/or the NZTA in relation to its driver check services.
- d) Share your driver licence information with Veda and/or the Ministry of Justice. Disclosure of your driver licence number to Veda or the Ministry of Justice is voluntary so you can ask us not to disclose it in writing when you complete this authorisation.
- e) Obtain and access your driver licence record using NZTA's Driver Check service both now and in the future and you consent to us receiving notifications from Driver Check if information about your driver licence changes.
- f) Make disclosure of any information to any potential assignee, transferee or other person whom we anticipate entering into contractual relations in connection with this Loan or any third party who has or may have a financial interest in this Loan.
- g) Disclose and receive your personal information, including but not limited to details of this Loan, any associated loan application, any financial dealings you may have with us, your address, telephone number(s), the place where you work, details of your income and any convictions you may have, with the organisations set out above.

3 Declaration

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

4. Communications

You consent to us sending you marketing material and/or messages electronically or otherwise, even after you have repaid your Loan in full (unless you have notified us otherwise in writing). The Lender consents to receiving electronic communication from you at the email address [displayed at www.gocar.co.nz].

5. Contact Details

 The entities that hold your personal information are:

Go Car Finance Ltd www.gocar.co.nz Box 12511, Penrose, Auckland	Veda Advantage Ltd (www.mycreditfile.co.nz). Private 92 156, Auckland Mail Centre 1152
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Borrower Name	CC1Name4	Borrower Name	CC2Name4
Signature	Date	Signature	Date