



<b>CREDITOR</b> ("us", "we", "our")	Legal Name:	Trading Name:	Address:
<b>CUSTOMER</b> ("you")	Legal Name		LOAN NO.
	Address		
	Email Address		
	GST Registered?	If YES, GST No.	Vehicle used in taxable activity?
	At least 75% of your supplies for the last 12 months were subject to GST?		
<b>GUARANTOR</b>	Name		
	Address		
	Email Address		

**SPECIFIC INFORMATION RELATING TO YOUR LOAN**

<b>Motor Vehicle</b>	MAKE	MODEL	VIN NO.	REG. NO.	YEAR	ODOMETER kms
	ACCESSORIES					
<b>Insurance Details</b>	INSURER			POLICY NO.		

**DISCLOSURE STATEMENT**

**Full Name & Address of Creditor – see details of the initial Creditor above.** This is the person providing you the credit.

**Note: As this contract will be transferred to Toyota Finance New Zealand Limited ("TFNZ"), TFNZ will be the "Creditor" when the transfer happens so the following information should be used for the purposes of communicating with TFNZ:**

You may send notices to TFNZ by:	<b>Toyota Finance New Zealand Limited (trading as Toyota Financial Services)</b>
a) writing to TFNZ at the postal address shown opposite; or	Physical address Toyota Building, The Millennium Centre 602 Great South Road, Greenlane, Auckland 1051
b) sending TFNZ an email to the address shown opposite; or	Postal address PO Box 17065, Greenlane, Auckland 1546
c) sending TFNZ a fax to the number shown opposite.	Facsimile 09 571 4284
	Email address info@tfs.co.nz

**Credit Details**

<b>Initial unpaid balance</b> \$	<b>Subsequent cash advance(s):</b> \$
This is the total amount of the loan you owe us as at the Start Date (below) and is made up as follows:	This is the total amount of subsequent cash advances you may borrow under this contract.
\$ Price of Motor Vehicle	<b>Amount of each subsequent cash advance:</b> \$200.00 minimum
\$ Accessories	<b>Total advances:</b> \$
\$ On Road Costs	This is the total amount of all advances made or that may be made to you (being the initial unpaid balance and all subsequent cash advances).
\$ Insurance – Vehicle	
\$ Insurance – Payment Protection Plan	
\$ Insurance – Extended Warranty	
\$ PPSR Processing Fee	
\$ Maintenance Costs (eg. Service Plan)	
\$ Establishment Fee	
<b>Less</b>	
\$ Cash you put towards the Price	
\$ Net Trade-in of any vehicle which you sell to us	

**Payments** You are required to make each payment of the amount specified and by the time specified. Payments must be made to us by a direct debit authority which you must maintain on your bank account in our favour, unless we agree otherwise in writing.

**Note:** The information below is based on the initial unpaid balance so the information may change if the amount, frequency of your payments and/or interest rate changes. For example if the interest increases or you require a subsequent cash advance the Minimum Payment will stay the same but the term and the last payment date and amount will change but you must not go past the 60 month term (see clause 9 of the General Terms of this contract).

<b>Timing of payments</b>	<b>Number of payments</b>	<b>Amount of each payment</b>	<b>Total amount of payments</b>
Start Date of agreement		x \$	\$
Frequency of payments		x \$	
First payment date			
Last payment date			

**Application of Loan**

If the Motor Vehicle described above is a new Toyota vehicle being sold to you by Toyota New Zealand Limited ("Toyota NZ"), we will pay the Price shown above to Toyota NZ, together with the price of any accessories being supplied by Toyota NZ. (The amount we pay to Toyota NZ will also include the Net Trade-in of any trade in vehicle we are purchasing from you and any cash you have put towards the Price).

Otherwise, the parts of the Initial unpaid balance shown above are the actual amounts payable to or by us for the items shown, and you authorise us to pay those amounts to us or to the suppliers of those items, as appropriate.

## Interest & Method of Charging Interest

<b>Interest Start Date:</b>		<b>Total interest charges</b>
<b>Annual interest rate(s):</b>	The current annual interest rate is        p.a.  <i>Note: This rate may change from time to time in accordance with the terms of this contract. (See clause 6 of the General Terms of this contract.)</i>	\$  <i>This is the total amount of the interest charges payable under this contract based on the current interest rate and the initial unpaid balance, each of which may change.</i>
<b>Method of Charging Interest:</b>	Interest charges are calculated daily 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, this contract. The General Terms of this contract allow us to vary these fees and charges.

Assignment	Payable when we consent to an assignment of this contract by you to another person	\$ 200.00
Variation	Payable when we agree to change the structure of your loan	\$ 200.00
Payment Frequency/Billing Date	Payable when we agree to change the frequency or date of the loan payments	\$ 70.00
Refund	Payable for processing a refund to you of an overpayment or balance	\$ 15.00
Small Balance	Payable for processing an end of loan credit balance that is less than the refund fee	\$ 15.00 Max. fee
Substitution of Goods	Payable when the property which we have a security interest in is changed	\$ 100.00
Customer Service Investigation	Charged for time taken to supply you with information you request (Min. fee of \$10.00)	\$ 85.00 Per hour

## What Could Happen if You Fail to Meet Your Commitments

<b>Security interest</b>
This is a secured loan. We will have a security interest in the Motor Vehicle described on the front page. If you fail to meet your commitments under this contract, we may be entitled to repossess and sell the Motor Vehicle. If we sell the Motor Vehicle and there is not enough money after the sale to cover what you owe us, you will, or may, remain indebted to us for the amount you would still owe.  You should also note that if you give someone else a security interest over the Motor Vehicle you will be in breach under this contract and we may repossess and sell the Motor Vehicle and/or we may do anything else as set out in clause 22 of the General Terms of this contract.
<b>Default interest charges and default fees</b>
In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of this contract or on the enforcement of this contract, the default fees specified below are payable. The General Terms of this contract allow us to vary these fees and charges.  <u>Default interest</u> is 5.00% over the annual interest rate or 18.00% p.a. whichever is the greater, and this default interest rate is payable in the event of a default in payment and while the default continues.  <u>Default fees:</u> \$ 16.00 Payable if any payment is dishonoured or reversed or unpaid \$ 20.00 Payable on issue by us of a repossession warning notice \$ 100.00 Payable on issue by us of a repossession warrant to our repossession agent \$ 50.00 Payable on issue by us of a post-repossession notice

## OTHER INFORMATION

### About This Agreement

This agreement is about the loan we (the Creditor) are providing to you to enable you to buy the Motor Vehicle described on page 1.
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### How to Read This Agreement

The agreement is this contract between you and us (the Creditor) set out in the Specific Information (above) (which includes the Disclosure Statement (above)), the Other Information and the General Terms. The agreement also includes any changes we agree to.
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### Start Date / Interest Start Date

You acknowledge that the credit under this agreement is provided to you on the Start Date and Interest Start Date (referred to on page 1) being the date: (a) You took possession of the Motor Vehicle; or (b) (Where you have not taken actual possession of the Motor Vehicle) the Motor Vehicle was made available for you to take possession.
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### No Agency

You acknowledge that although the Creditor named at the top of page 1 may be acting as agent of Toyota New Zealand Limited if a sale of a new Toyota vehicle is involved, that Creditor is not an agent for Toyota Finance New Zealand Limited ("TFNZ") unless expressly stated in this agreement, nor is it an agent of TFNZ for the purposes of the Financial Advisers Act 2008.
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### Set Off

You acknowledge that we may, at any time and without telling you first, set off against any money we may owe you (eg. any credit balances in any account you have with us) any money you owe us or any liability you may have to us on any of your accounts with us.
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### Power of Attorney

You irrevocably appoint TFNZ and each of its directors and managers for the time being, severally to be your attorney to do all such things as we may consider necessary or desirable in order to protect fully our interests under this agreement including anything necessary to protect, secure or enforce any security granted to us.
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### **Verification Statement Waiver**

You waive your right to receive a copy of the verification statement confirming registration by us of a financing statement or a financing change statement in relation to any security granted to us.

### **Electronic Disclosures and Other Communications**

You agree to us making disclosures to you, sending notices, certificates, letters and statements and other communications to you electronically to your email address above or any other email address you give us in writing. However this only applies where we are allowed to do so at law.

### **Change of Name and Address**

You will let us know in writing (at least 14 days before the change takes effect) if you intend to change your name or address.

### **Taxes and Duties**

1. If you are not a registered person at the date of this agreement but subsequently become registered for the purposes of Section 51 of the Goods and Services Tax Act 1985 and the Motor Vehicle is used in the furtherance of a taxable activity within the meaning of Section 6 of that Act you must immediately furnish to us your Goods and Services Tax registration number.
2. If at any time during the term of this agreement there shall be:
  - (a) any change in any applicable law, regulation or regulatory requirement relating to depreciation deductions for tax purposes, or in the interpretation or application thereof; or
  - (b) any requirement by law or regulation to make any tax deduction, withholding or payment from any amount paid or payable by you under this agreement; or
  - (c) a requirement on us by law or regulation to make any payment, on account of taxation (other than taxation on our overall net income), duty, levy or any other matter, on or in relation to any amount received or receivable by us under this agreement;which shall reduce the net return to us from this agreement, then we shall be entitled to increase the payments due under this agreement by an amount which will realise to us an after tax rate of return equal to the after tax rate of return which we would have realised had none of the matters referred to in (a) to (c) inclusive above occurred. If during the currency of this agreement as a result of the occurrence of any of the matters referred to in (a) to (c), we shall receive an increased rate of return after tax, we may, in our sole discretion, reduce the payments due under this agreement.
3. Where the rate of GST on supplies made by us under this agreement (including supplies made by us as agent) changes after the date of this agreement, the amount you must pay us shall change accordingly. For example, if the change is an increase, you must pay us an additional amount so that the net amount retained by us after GST is accounted for equals the amount which would have been retained in the absence of the change. The additional amount on account of the GST increase shall be due at the same time as the payment to which it relates.
4. In any case where this agreement does not specify whether an amount ("the original amount") payable or indemnified by you is plus GST or inclusive of GST, you shall be required to pay us or indemnify us against an additional amount on account of any GST payable by us with respect to the original amount and the additional amount.

### **Guarantee and Indemnity**

If you are named as a **Guarantor** on the front page of this agreement, **you, the Guarantor:**

- (a) Guarantee to us the payment of all money owed to us under this agreement by the Customer named on the front page.
- (b) Guarantee to us the performance of everything else the Customer (named on page 1) has agreed to do under this agreement.
- (c) Indemnify us for any loss or damage we incur if the Customer does not perform anything he or she has agreed to do under the agreement.
- (d) Agree that your guarantee is absolute and unconditional and will continue on until all money owed to us by the Customer is paid back in full and the Customer does everything else he or she has agreed to do under the agreement.
- (e) Agree and acknowledge that your liability to us is not affected or changed by some things we may or may not do. For example (with or without you knowing):
  - We have not taken any action to recover the moneys from the Customer. We may however still ask for the money from you and you must pay us that money on demand by us. This is because as between you and us you are a principal borrower – in other words, we treat you as though you were the borrower;
  - We do not strictly enforce the terms of the agreement.
- (f) Agree that if more than one person is named a Guarantor on the front page of this agreement, each of you is individually liable under this guarantee and indemnity. This means, for example, we may decide to ask one of you to pay money owed to us under the agreement without asking the other.
- (g) Acknowledge and agree that we may, at any time, assign or transfer our rights and interest under this guarantee and indemnity to any person. If we do this then the person taking this guarantee and indemnity will replace us and have all our rights and interest. We may give such person any information we have relating to you.
- (h) Irrevocably appoint us and each of our directors and managers for the time being, severally to be the attorney of you to do all such things as we may consider necessary or desirable in order to protect fully our interests under the agreement and this guarantee and indemnity.
- (i) Agree to us making disclosures to you, sending notices, letters and statements and other communications to you electronically to your email address above or any other email address you give us in writing but only where we are allowed to do so at law.
- (j) Consent to us making disclosures to you, sending notices, letters and statements and other communications to you electronically to your email address above or any other email address you give us in writing. However this applies where we are allowed to do so at law and where not allowed to by law these may be given by us to you in any other way that is permitted by law.
- (k) Acknowledge that we may, at any time and without telling you first, set off against any money we may owe you (for example any credit balances in any account you may have with us) any money you owe us or any liability you may have to us on any of your accounts with us.

# GENERAL TERMS

## What Is Your Agreement With Us?

The **agreement** is this contract between you and us and is set out in the Specific Information, the Other Information and the General Terms set out here. Our agreement also includes any changes we might agree to. You agree to the matters set out in these General Terms.

The meanings of some words and phrases are located under the heading "What Do Some Words & Phrases Mean?" in clause 35.

## Our Security Interest In The Vehicle

1. You give us and we take a security interest (to secure the payment of all money you owe us and the performance of your obligations under this agreement and any other agreement you may have with us), which we will register under the PPSA, in:
  - The Vehicle;
  - Any proceeds of the Vehicle. "Proceeds" is defined in the PPSA. For example proceeds will include any insurance money you may get or be entitled to in relation to the Vehicle.

## Other Things You Should Know About The Subsequent Advances Available To You

2. You can only borrow Subsequent Advances up to the total amount of subsequent cash advances set out in the Disclosure Statement.
3. You may request a Subsequent Advance by sending us a written request in the form acceptable to us. However you cannot request a Subsequent Advance if you are in default under this agreement.
4. Each request for a Subsequent Advance:
  - a. must not be less than the Minimum Amount; and
  - b. is subject to our approval which we may refuse to give.
5. Any money you have repaid is not able to be redrawn.

## Other Things You Should Know About Interest You Pay

6. We may change the Interest Rate from time to time by notifying you in writing. The Interest Rate that applies at the start of this agreement is as set out in the Disclosure Statement.

## Other Things You Should Know About Your Payments

7. You must make payments to us of not less than the Minimum Payment and at the times as set out in the Disclosure Statement. You must not make a deduction from any payment for any reason.
8. If you wish to change the Minimum Payment or the frequency of your payments and we agree to that change the last payment date referred to in the Disclosure Statement will change.
9. If there is an increase or decrease in the Interest Rate or a Subsequent Advance is made, the Minimum Payments will remain the same. However the term of this agreement must not be more than 60 months from the Start Date so if the term is likely to exceed the 60 months from the Start Date as a result of for example, an increase in the interest rate, then the Minimum Payment will increase accordingly so that the term remains at the 60 months.
10. As a result of changes in the interest rate or of a Subsequent Advance, the amount of the last payment may also differ from the last payment amount shown on page 1. If it does, then instead of the amount shown on page 1 on the actual last day of the term you must pay us the then full unpaid balance, together with unpaid interest accrued on it to the date of payment.
11. If a payment falls on a day which is not a Business Day you must make the payment on the next such Business Day.

## We May Require Further Financial Information About You

12. We may from time to time ask that you provide us with any financial information about you so we can assess whether or not there has been any change in your financial position which may, in our opinion, affect your ability to perform your obligations under this agreement. This information may include a personal statement of your assets, liabilities, income and expenses.

## What If You Want To Repay Early?

13. You can repay the unpaid balance and all other amounts you may owe us under this agreement in full at any time without incurring any cost.

However, because we may not receive the benefit of any early payment by you until the Business Day after you make it, interest will continue to be charged to your account, and will be included in any repayment statement we give you, until the Business Day after your payment.

## Early Repayment By Trade-In

14. If your account is repaid early because you use the Vehicle as a trade-in when you purchase another vehicle, clause 13 will apply so that interest will be charged to your account, and be included in any repayment statement, until the Business Day after the trade-in is made. This is especially likely to apply if the trade-in takes place in a weekend.

## You Might Have To Pay Fees & Charges

15. You will pay the credit fees and charges and default interest charges and default fees set out in the Disclosure Statement, if any of them apply to you. These will be debited to your account and you must pay these to us on demand. We can also vary these fees and charges if we consider that to be necessary. This means we can change the amount of the fee or charge or add a new fee or charge. We will tell you of any change or addition.

## Things You Need To Do Relating To The Vehicle

16. As we have a security interest in the Vehicle there are various things you agree to. These are:
  - a. **Maintain the Vehicle:** You must keep the Vehicle in good condition and working order (fair wear and tear excepted), carry out all maintenance and servicing in accordance with the Vehicle manufacturer's specifications and otherwise not do anything that could cause the value of the Vehicle to deteriorate.
  - b. **Comply with laws:** You must comply with all laws and regulations affecting your possession and use of the Vehicle. This includes, making sure the Vehicle has a warrant of fitness or certificate of fitness, is registered and that you pay all fines and any charges in relation to the Vehicle (eg. road user charges). You must only use the Vehicle for the purpose it is designed for.
  - c. **Not modify:** You must not modify the Vehicle, remove any accessories or change its registration plates without our prior written consent, which we are not obliged to give.
  - d. **Allow inspection:** You will let us inspect and test the Vehicle at a reasonable time and at a location specified by us when we ask. We will give you reasonable notice.
  - e. **Do not affect our Security Interest:** You must not do or allow anything that might affect our security interest in the Vehicle. For example, you must not part with possession, conceal, disassemble or take the Vehicle outside New Zealand, sell, lease or dispose of the Vehicle, do or not do anything that would cause or otherwise create, allow to be created or permit a security interest in the Vehicle other than ours.

## What You Need To Know About Vehicle Insurance

17. **Keep Vehicle Insured:** You must insure and keep the Vehicle insured for its full replacement value with a reputable insurance company against all loss, damage and other usual vehicle risks. You must make sure the insurance policy notes our interest in the Vehicle and names us as loss payee. You will supply us with full details of the insurance when asked to. You must make sure the insurance is not affected in any way, for example you must not let a person who does not hold a full license drive the Vehicle otherwise than in accordance with the law.
18. **Keep us informed:** You must tell us straight away if the Vehicle is stolen or damaged.
19. **What happens if there is loss or damage:** If the insurer does not remedy any loss or damage to the Vehicle or it is stolen, we are entitled to receive any money payable under the insurance policy or from any other person responsible for the loss or damage. We may at our discretion use that money towards:
  - a. meeting the costs of the damage and if the proceeds are not enough to repair the damage, you will pay us on demand, the additional amount required to repair the damage; or
  - b. paying the unpaid balance and all other amounts you owe us under this agreement, whether or not the payment date has arrived and if there is a shortfall you will pay us the amount of the shortfall on demand. If there is an excess we will pay that excess to you.

## Things We Might Do To Protect Our Interests

20. If you don't do things you agreed to under this agreement or we need to do things to protect our interest in the Vehicle, we may do these things on your behalf and your expense. Any moneys we have paid will be debited to your account and you will pay these to us on demand. For example, if you do not insure the Vehicle we may arrange the insurance and debit the premium to your account.

## When Would You Be In Default?

21. You would be in default if:
  - a. You do not make a payment under this agreement on time; or
  - b. You have not done anything else you agreed to, or have done or allowed something you should not have, under this agreement or any other agreement you may have with us; or
  - c. We have reasonable grounds to believe that the Vehicle has been or will be destroyed, damaged, endangered, disassembled, removed, concealed, sold, or otherwise disposed of contrary to the provisions of this agreement; or

- d. What you or a Guarantor have told us or given us is untrue or misleading; or
- e. We have reasonable grounds to believe we were induced to enter into this agreement by fraud by you or someone else; or
- f. Anyone else has, or claims, a security interest or lien in the Vehicle; or
- g. You or a Guarantor become insolvent, or steps to make you become insolvent are taken by you or any other person; or
- h. Without our prior written consent, where you or a Guarantor is a company, any of your shareholders sell, transfer or dispose of any shares in your capital which has the effect of changing your effective control; or
- i. Any judgment of any Court or Tribunal remains unsatisfied for more than 14 days.

#### What Then Happens When You Are In Default?

22. If you are in default, then subject to any relevant law:
  - a. The unpaid balance and all other amounts you owe us under this agreement may become immediately due for payment on demand by us; and/or
  - b. We may take possession of the Vehicle and enter on to your property or any other property (as your agent) where the Vehicle might be to take possession of it, whether or not you or any other person is present at the time; and/or
  - c. We may sell the Vehicle; and/or
  - d. We may charge you the default interest charges and/or the default fees in accordance with, and as set out in, the Disclosure Statement; and/or
  - e. We may exercise any other rights we may have at law and under this agreement, including the right to sue you for moneys owing and enforce any other security we may have.

#### Personal Property Securities Act

23. If Part 9 of the PPSA applies to you then you:
  - a. Agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to this agreement; and
  - b. Waive your right to receive any notice of any proposal by us to retain the Vehicle under section 120(2) of the PPSA or object to such proposal under section 121.

#### Other Things You Should Know

24. **How we can exercise our rights and powers:** We can exercise all our rights, powers and remedies under this agreement or at law in any way we think appropriate. For example, we can do anything under this agreement at once or after a time, or more than once. If we do not do something when we are able to, that does not mean we are giving up that right, power or remedy and we can still exercise it later.
25. **Our statements as evidence of amounts you owe:** If we send you a statement or certificate about any amount you owe us in connection with this agreement, that statement or certificate is sufficient evidence of the amount, unless you prove the amount to be incorrect.
26. **More than one of you?** If more than one of you is named as the Customer on page 1, each of you is independently liable to us in connection with this agreement. This means, for example, we could require one of you to pay on demand without asking the other.
27. **We can assign:** We can assign our rights under this agreement to any person or entity and if we do you agree that we may disclose any information we have about you to that person or entity. You also acknowledge that if we assign our rights, we will retain our obligations in respect of the Vehicle and that our obligations are enforceable only against us and not also against our assignee.
28. **No assignment by you:** You may not assign your rights under this agreement without getting our consent first, which we might not give.
29. **Notices:** Notices, certificates, approvals and other communications must be in writing. These may be given by us to you in any way that is permitted by law.
30. **Conflict:** If there is any inconsistency between something we say in these General Terms, the Specific Information and Other Information, what we say in the Specific Information and Other Information will apply instead.
31. **Indemnify us:** You will indemnify us, to the maximum extent permitted by law, for any costs, losses or expenses we incur (including those of any third party we might need to pay like costs on a solicitor/client basis and court or tribunal charges including time and other cost spent by us in relation to hearing attendances) if we have to enforce our rights or protect our security interest under this agreement; or if you fail to do anything you should have done or you do something you should not have done under this agreement. You will pay us any such amounts on demand.

32. **Contracting out:** We agree that as we are entering into this agreement in trade and as it is fair and reasonable to do so in the circumstances, we contract out of:
  - a. the provisions of the Consumer Guarantees Act 1993 ("CGA") so that the guarantees under the CGA will not apply to this agreement or the Vehicle; and
  - b. sections 9 (misleading or deceptive conduct generally), 13A (unsubstantiated representations) and 14 (false or misleading representations) of the Fair Trading Act 1986 so that those provisions will not apply to this agreement or the Vehicle.
33. **Do anything we ask you to do:** You will do all reasonable things we ask you to do to protect our interest under this agreement and the Vehicle.
34. **Law:** New Zealand law and jurisdiction applies to this agreement.

#### What Do Some Words & Phrases Mean?

35. In this agreement:
  - account** means the loan account we have created in your name in connection with this agreement.
  - Business Day** means a day on which our bank is open for normal banking business.
  - Creditor** includes Toyota Finance New Zealand Limited if the Creditor named on page 1 has transferred its rights to TFNZ.
  - Disclosure Statement** means the disclosure statement set out in the Specific Information.
  - fair, wear and tear** means deterioration in the working order, repair, condition and appearance of the Vehicle as is reasonably consistent with careful maintenance and use. For example, the following are **not** considered fair wear and tear:
    - Body work damage – scrapes and scratches where the paint surface is broken and repainting is necessary or paint discolouration on the exterior of the Vehicle; rust; dents or other impact damage; broken or cracked glass.
    - Interior and boot, carpet and trim – tears, rips and cuts to seats, interior trim, carpets and head lining, oil, glue, chemicals and other substances which cannot be removed using upholstery cleaners; or cigarette burns.
    - Missing engine components and/or accessories.
  - Guarantor** means the person who signs the agreement as a guarantor.
  - insolvent** means that you or a Guarantor become insolvent. For example, being bankrupt, in receivership, in liquidation or you or a Guarantor apply for entry to the no asset procedure or are otherwise unable to pay debts as they fall due.
  - Interest Rate** means the interest rate set by us from time to time and notified to you.
  - Minimum Amount** means the minimum amount you can draw for each Subsequent Advance stated in the Disclosure Statement or such other minimum amount we might agree to.
  - Minimum Payment** means the minimum payment amount stated in the Disclosure Statement under the heading "Amount of each payment" or such other amount as may be calculated under clauses 8 and 9 to be the minimum payment amount.
  - Other Information** means the other information you agree to set out on pages 2 and 3 of this agreement.
  - PPSA** means the Personal Property Securities Act 1999.
  - PPSR** means the Personal Property Securities Register.
  - Security Interest** means any mortgage, charge, assignment, lien, pledge or any other power or right given as (or in effect as) security for the payment of money or performance of obligations and includes a security interest as defined under the PPSA.
  - Specific Information** means the specific information about your loan set out on page 1 and the first part of page 2 of this agreement.
  - Subsequent Advance** means each subsequent cash advance as set out in the Disclosure Statement and Subsequent Advances means the total of each Subsequent Advance you may borrow as set out in the Disclosure Statement.
  - unpaid balance** means the amount owing under this agreement at a particular time, being the difference between all amounts credited and all amounts debited to you under this agreement at that time.
  - us, our and we** means the Creditor named in the Specific Information and will also include TFNZ or anyone else we might assign the agreement to, and any of our successors.
  - Vehicle** means the motor vehicle listed in the Specific Information and includes accessions, accessories and any replacement parts fitted to the Vehicle from time to time.

**CUSTOMER'S ACKNOWLEDGEMENT & SIGNATURE**

In signing this agreement each Customer ("I"/"we") **acknowledges that:**

- A copy of this agreement was disclosed to me/us before I/we signed it and I/we have read and understood what is written in it.
- If I/we am a partner in a partnership, the Vehicle is acquired for the purposes of the business of the partnership and I/we have the authority to bind the partnership in relation to this agreement and understand that I/we and all other partners (even if they have not signed this agreement) are jointly and severally liable under this agreement even if any of us cease to be partners.
- If I/we am a trustee of a trust, this agreement will bind me/us both as trustee of the trust and personally but if you agree in writing that I/we am an independent trustee, you will not be entitled to recover monies owing to you from any of my/our personal assets. If I/we am not an independent trustee, you may recover any monies owing under this agreement from my/our personal assets as well as from the trust assets.

In signing this agreement I/we also **confirm that** the Vehicle (and the corresponding credit) is to be acquired in trade and as between me/us and **Toyota Finance New Zealand Limited** ("TFNZ") (once this agreement is transferred to TFNZ), I/we:

- **Agree** that the guarantees contained in the Consumer Guarantees Act 1993 ("CGA") in relation to the supply of the Vehicle and services under this agreement will not apply in my/our favour and accordingly I/we contract out of the provisions of the CGA. For example, I/we agree that TFNZ does not guarantee that the Vehicle is of acceptable quality or that the Vehicle is fit for a particular purpose under the CGA. I/We will not be entitled to any remedies from TFNZ under the CGA if the Vehicle does not comply with any of those guarantees (for eg. TFNZ is not liable for any consequential losses).
- **Acknowledge** that I/we have entered into this agreement solely in reliance on my/our own inspection of the Vehicle and judgment as to the quality and fitness of the Vehicle for its purpose.
- **Warrant** that I/we have provided TFNZ with all information relevant to the Vehicle's intended use and purpose, and that any information I/we have provided as to the Vehicle's intended use and purpose is correct to the best of my/our knowledge.
- **Do not rely** on any representation or other conduct in relation to the Vehicle and services under this agreement, whether made before or after this agreement, which would otherwise contravene sections 9 (misleading or deceptive conduct generally), 12A (unsubstantiated representations) and 13 (false or misleading representations) of the Fair Trading Act 1986 and accordingly I/we contract out of those sections.

Signed by the Customer (in the case of a company by 2 Directors, or if applicable by its sole Director).

..... Signature	each in the presence of:	..... Name of Witness
..... Signature		..... Signature of Witness
		..... Occupation of Witness
		..... Address of Witness

**GUARANTOR'S ACKNOWLEDGEMENT & SIGNATURE**

In signing this agreement each Guarantor ("I") **acknowledges that:**

- I fully understand my guarantee and indemnity which is set out on page 3 under the heading "*Guarantee and Indemnity*". For example you can ask me to pay any money the Customer fails to pay you under this agreement.
- A copy of this agreement was disclosed to me **before** I signed it, I have read and understood what is written in it and I have had the opportunity to get my own legal advice **before** I signed it.

Signed by the Guarantor (in the case of a company by 2 Directors, or if applicable by its sole Director).

..... Signature	each in the presence of:	..... Name of Witness
..... Signature		..... Signature of Witness
		..... Occupation of Witness
		..... Address of Witness

**SIGNING DATE** (Customer to complete)

.....

**CREDITOR'S SIGNATURE**

Signed by .....  
for and on behalf of the Creditor.

**ASSIGNMENT**

In consideration of certain moneys paid to us by Toyota Finance New Zealand Limited ("TFNZ") at Auckland and under a trade agreement/s between us and TFNZ, we, the Creditor named on the front page, assign, transfer and set over to TFNZ absolutely as separate absolute assignments:

- (a) all our right, title, claim, remedies and interest in and under the agreement; and
- (b) all our right, title, remedies and security interest in and to the Motor Vehicle; and
- (c) the benefit of all Guarantees, indemnities, undertakings and all other rights held by us under or in relation to this agreement.

We will execute and deliver to TFNZ on the date below a notice to the Customer directing the Customer to pay all moneys owing in respect of this agreement to TFNZ.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_

**SIGNED by**

..... Name	..... Signature
in the presence of:	
..... Name of Witness	..... Occupation of Witness
..... Signature of Witness	..... Address of Witness