

1. You have asked us to give you credit in order for you to purchase the Vehicle and we have agreed to do so. Your agreement with us is set out in these terms and conditions; the Disclosure Statement and the guarantee (where applicable) (together, the **Agreement**).
2. **Interpretation**
- 2.1 In these Terms, the following words have the following meanings:
 - 2.1.1 References to '**us**', '**our**' and '**we**' are references to Takanini Motors Limited trading as Thames Autos and includes its successors and assigns.
 - 2.1.2 References to '**you**' and '**your**' are references to the person entering into this Agreement, including your successors and permitted assigns.
 - 2.1.3 **At Risk** means that in our reasonable view, the Vehicle has been or will be destroyed, damaged, endangered or disposed of contrary to the terms of this Agreement.
 - 2.1.4 **Guarantor** means any person entering into this Agreement as a Guarantor of your obligations and liabilities under this Agreement.
 - 2.1.5 **PPSA** means the Personal Property Securities Act 1999.
 - 2.1.6 **PPSR** means the Personal Property Securities Register.
 - 2.1.7 **Security Interest** means the interest in the Vehicle created by this Agreement which secures repayment of the Sum Outstanding.
 - 2.1.8 **Sum Outstanding** means the balance of the amount owing by you to us under this Agreement.
 - 2.1.9 **Upon Demand** means after demand has been made by a notice signed by the person or his/her agent who can make demand, which has been served in the manner required by this Agreement, on the person upon whom demand is to be made.
 - 2.1.10 **Vehicle** means the vehicle (including all tyres, accessories and equipment affixed to or supplied with it) to be purchased by you and described in the disclosure statement.
3. **Purchase and Payments**
- 3.1 We will advance to you the total amount set out in the Disclosure Statement and the additional funds under the Vehicle Maintenance Plan (if required in accordance with clause 7).
- 3.2 The interest rate payable under this Agreement is the annual interest rate as set out in the disclosure statement.
- 3.3 You must make payments without any set off or deduction on the dates and in the amounts set out in the disclosure statement.
- 3.4 If you make a payment before the date specified in the disclosure statement, we will not credit you with that payment against the amount you owe us until the date the payment was actually due. If for any reason we do not accept your early payment, we will refund it to you as soon as practicable.
- 3.5 If you wish to pay all the money owing to us under this Agreement we may require that you pay us a fee to compensate us for any loss we incur as a result of your early payment. Our loss will be calculated using the formula set out in the Disclosure Statement.
- 3.6 If there is a credit balance owing to you under this Agreement, we can use that to pay money you owe to us under any other agreement.
4. **Fees and Charges**
- 4.1 The disclosure statement sets out the credit fees, default interest charges, default fees and administrative costs that you may be required to pay under this Agreement. We may change these charges at any time if the change arises from, relates to, or is the result of an increase by a third party which is outside of our control. If these charges change, we will give you one month's prior written notice. However, such a change will not affect the terms of your contract.
- 4.2 You will be required to pay any third party costs that we incur as a result of a breach by you of your obligations under this Agreement (such as debt collection charges or repossession fees).
5. **Registration of Security Interest**
- 5.1 By entering into this Agreement you grant a Security Interest in the Vehicle in favour of us as security for payment of the Sum Outstanding and the performance of your obligations under this Agreement.
- 5.2 We will register our Security Interest on the PPSR. You waive your rights under the PPSA to receive a copy of the verification statement confirming our registration or any subsequent changes to it.
- 5.3 You must notify us in writing of any pending change to your name, address or contact details before the change occurs.
6. **Maintenance of the Vehicle**
- 6.1 As we have a Security Interest in your Vehicle, you shall at your own expense keep and maintain the Vehicle in good repair and condition including by:
 - 6.1.1 having the vehicle regularly serviced in accordance with the specifications and recommendations set out in the service booklet issued by the manufacturer of the Vehicle;
 - 6.1.2 keeping the Vehicle safely parked and secured when it is not in use;
 - 6.1.3 ensuring that the Vehicle at all times has a current warrant of fitness and that it is registered;
 - 6.1.4 complying with all legal requirements relating to your possession of the Vehicle and only using the Vehicle for your personal use;
 - 6.1.5 driving the Vehicle only on formed roads;
 - 6.1.6 only allowing persons who hold a current New Zealand driver's licence; who have not been refused motor vehicle insurance; and who are not under the influence of alcohol or drugs to drive the Vehicle;
 - 6.1.7 giving us immediate notice of any damage to the Vehicle;
 - 6.1.8 allowing us to inspect the vehicle at reasonable times when we ask and in any event, within 48 hours of us asking.
7. **Vehicle Maintenance Plan**
- 7.1 We offer a "Vehicle Maintenance Plan" (**VMP**) to our customers. The VMP provides you with additional credit up to the amount specified in no. 11 of the "Credit Details" section of the Disclosure Statement which accompanies this Agreement. You may use this additional credit to pay for servicing and repairs of the Vehicle if those services or repairs are carried out at our Mobil Service Centre and Auto Electrical Specialist Workshop. The additional credit provided under the VMP will be added to the total amount which you owe us under this Agreement. If you draw money from the VMP, your repayment amounts will not change. However, the term of your loan will be extended accordingly.
- 7.2 You must advise us whether or not you wish to have the VMP available to you at the time you sign the Agreement and this will be indicated in no. 11 of the "Credit Details" section of the Disclosure Statement.
- 7.3 Any advances made under the VMP will be recorded in subsequent disclosure statements provided to you on the dates on which you draw funds from the VMP. Interest will be payable on those additional funds as from the date the funds are drawn.
8. **Insurance**
- 8.1 You must ensure that the Vehicle is insured for its full replacement value against all loss, damage and other usual risks from the date you take possession of it.
- 8.2 You must ensure that our interest as secured party is noted on the Vehicle's insurance policy.
- 8.3 You must keep the Vehicle insured with an insurance company of which we approve and provide us with evidence of such insurance on request.

9. Assignment

- 9.1 You must not create any other security interest in, assign, charge, encumber, mortgage, pledge, sell, sublet, hire or part with possession or control of, the Vehicle or any part of it, or attempt to do so without our prior written consent.
- 9.2 You must not allow anything to occur which would result in a lien on the Vehicle arising and you shall protect the Vehicle from distress, execution and seizure. We may, without making any inquiry of you, make a payment to discharge any lien, distress, execution or seizure and recover any such payment from you, together with all costs, charges and expenses that we incur.
- 9.3 You must not do or allow anything to be done which may prejudicially affect the Vehicle or our Security Interest.
- 9.4 We may assign and/or transfer all or any of our rights, title and interests under this Agreement and any guarantee to any person at any time provided that such assignment is not to your detriment.

10. Damage to the Vehicle or loss of the Vehicle

- 10.1 You must tell us immediately if the Vehicle is lost, stolen or damaged.
- 10.2 If the Vehicle is lost or stolen; is damaged beyond repair; or is an insurance write off, we can choose to do anything we think necessary in your name. This might include:
 - 10.2.1 using the insurance money to repair the Vehicle and paying you any balance; or
 - 10.2.2 terminating this Agreement and using the insurance money to pay the Sum Outstanding and any other amounts you owe us under this Agreement before paying you any balance. If the insurance money is insufficient to cover the amounts you owe under this Agreement, we may recover the balance from you.
- 10.3 If damage other than that described in clause 10.2 occurs to the Vehicle, you must immediately arrange for repairs to be carried out to our satisfaction by a reputable service agent.

11. Inspection and Access

- 11.1 You agree to allow us and any person authorised by us to access the Vehicle at any reasonable time for the purposes of testing or inspecting it, subject to us providing you with 48 hours' prior notice.
- 11.2 If the Vehicle or any part of it is taken out of your possession, you must immediately tell us where the Vehicle or the part is and the name of the person who has possession.
- 11.3 You must not, without our prior written consent, take or allow the Vehicle to be taken outside of New Zealand.

12. Repossession of Vehicle

- 12.1 If you are in default under this Agreement, we may do any of the following things:
 - 12.1.1 Require you to pay the Sum Outstanding and all other amounts you owe us under this Agreement;
 - 12.1.2 Charge you interest at the default interest rate and any default fees set out in the Disclosure Statement;
 - 12.1.3 We or any person authorised by us may enter any premises where the Vehicle may be (even if the occupier of the premises is not present) to repossess the Vehicle;
 - 12.1.4 Sell the Vehicle;
 - 12.1.5 Anything else that we are required to do at law and under this Agreement.
- 12.2 You will be in default under this Agreement if any of the following things happens:
 - 12.2.1 You fail to make a payment to us when it is due or otherwise comply with your obligations under this Agreement;
 - 12.2.2 You or a Guarantor become insolvent or steps are taken that we reasonably consider mean that you will become insolvent;
 - 12.2.3 The Vehicle is At Risk;
 - 12.2.4 We discover that you have given us false or misleading information.

13. Liability

- 13.1 As a consumer, it is important that you understand the rights you may have and our obligations to you under the Consumer Guarantees Act 1993 (**CGA**) and the Fair Trading Act 1986 (**FTA**). You accept liability to us for breach of this Agreement or negligence. However, you are not liable for any loss we suffer to the extent it is caused by us. Your liability to us will be limited to the Sum Outstanding plus any losses we suffer as a result of a breach by you of the Agreement (for example, any fees incurred under clause 4.2). However, this limitation does not apply to your obligation to pay any charges for any loss or damage caused by fraud, gross negligence, wilful breach or wilful damage, nor does it apply if you are entering this Agreement for the purposes of a business (as defined in the CGA).
- 13.2 We accept liability to you for breach of contract or negligence or for a breach of our obligations under the CGA or the FTA. However, we are not liable for any loss to the extent it is caused by you, nor are we liable for any indirect or consequential loss. Save for liability arising as a result of a breach by us of the CGA or the FTA, our liability to you will be limited to the total amount paid by you to us under this Agreement.

14. Guarantees

- 14.1 Your obligations under this Agreement are guaranteed by each person named as a Guarantor on the front page of this Agreement (if any).

15. Disclosure of Information

- 15.1 You and each Guarantor irrevocably authorise us to:
 - 15.1.1 Make such inquiries and collect such personal information (including details of the amounts required to repay under any existing financial arrangements you and each Guarantor may have) (**Personal Information**) so as to enable the determination of this application for finance and/or related services.
 - 15.1.2 Obtain any Personal Information from any bank, financial institution, credit reporting agency, employer or other person (**Organisation**);
 - 15.1.3 Disclose any Personal Information to any Organisation authorised to seek information; and
 - 15.1.4 Use any Personal Information in connection with the assessment of any other application for finance or related services, or for marketing and customer service activities.
- 15.2 You and each Guarantor understand:
 - 15.2.1 That failure to authorise the obtaining of Personal Information from any Organisation may result in the declining of this application for finance or related services;
 - 15.2.2 You hold a right to access your Personal Information and require correction of it.

16. Miscellaneous

- 16.1 All notices under this Agreement may be given or sent or served as required by law.
- 16.2 This Agreement may only be varied or modified by agreement in writing. Any variation or modification of this Agreement does not prejudice or affect any other provision of this Agreement.
- 16.3 A failure by us to exercise a right that we have under this Agreement is not a waiver of that right. We may exercise it at a later time if we choose to do so.
- 16.4 If more than one of you is named as a customer under this agreement, your obligations are joint and several. We may ask any of you to pay money owing under this Agreement without reference any other customer.
- 16.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A copy of this Agreement showing a representation of the signature of any party shall be deemed to be an original counterpart.