

LESSOR ("us", "we", "our")	Legal Name: <b>Toyota Finance New Zealand Limited ("TFNZ")</b>	Address: 3 <sup>rd</sup> Floor, Building B, The Millennium Centre, 602 Great South Road, Greenlane, Auckland 1051						
	Trading Name: <b>Mazda Finance</b>							
LESSEE ("you")	Name	<table border="1"> <tr><th colspan="2">TAX INVOICE</th></tr> <tr><td colspan="2">GST NO. 49-809-999</td></tr> <tr><td>LEASE NO.</td><td></td></tr> </table>	TAX INVOICE		GST NO. 49-809-999		LEASE NO.	
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GST NO. 49-809-999								
LEASE NO.								
Address								
Email Address								

## SPECIFIC INFORMATION

Motor Vehicle	MAKE	MODEL	VIN NO.	REG. NO.	YEAR	ODOMETER
	ACCESSORIES					
Insurance Details	INSURER			POLICY NO.		

## DISCLOSURE STATEMENT for your consumer credit contract

**IMPORTANT** – We are required to provide you with this Disclosure Statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This Disclosure Statement sets out the key information about this contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this contract in a safe place.

This Disclosure Statement must be provided to you **before** this contract is entered into by you. The law gives you a limited right to cancel this contract. See the statement of right to cancel on page 2 for full details of your right to cancel. **Note that strict time limits apply.**

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

You may send notices to Toyota Finance New Zealand Limited by:	<b>Toyota Finance New Zealand Limited (trading as Mazda Finance)</b>	
a) writing to it at the postal address shown opposite; or	Physical address	3 <sup>rd</sup> Floor, Building B, The Millennium Centre 602 Great South Road, Greenlane, Auckland 1051
b) sending it an email to the address shown opposite.	Postal address	PO Box 17065, Greenlane, Auckland 1546
	Email address	info@mazdafinance.co.nz

### Financial Details (GST Inclusive)

<b>Initial unpaid balance</b>	\$	
which is the <b>total amount</b> you owe us as at the Start Date and is made up as follows:		
\$	Price of Motor Vehicle	
\$	Accessories	
\$	On Road Costs	
\$	Insurance – Vehicle	
\$	Insurance – Payment Protection Plan	
\$	Insurance – Extended Warranty	
\$	PPSR Processing Fee	
\$	Maintenance Costs (eg. Service Plan)	
\$	Establishment Fee	
<b>Less</b>		
\$	Advance Payment	
* Breakdown of Advance Payment is:		
<b>GST Excl.</b>	<b>GST</b>	<b>GST Incl.</b>
\$	\$	\$
<b>Residual Value:</b>	\$	(plus GST)
<b>Agreed Kilometre Allowance:</b>		kilometres

### Term & Payments Details

Payments are to be made in accordance with the following schedule of payments:			
Start Date			
End Date			
Number of rental payments		(incl. Advance Rental Payment(s) if applicable)	
Frequency of rental payments			
First rental payment date			
Last rental payment date			
	<b>GST Excl.</b>	<b>GST</b>	<b>GST Incl.</b>
Advance rental payment(s)	\$	\$	\$
Amount of each subsequent rental payment	\$	\$	\$
Total amount of rental payments	\$	(GST incl.)	
<b>Interest &amp; method of charging interest</b>			
Interest Start Date			
Annual Interest Rate		% fixed for the whole term of this contract	
Total Interest Charges		\$	
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.			

**\*\* You do not have the option to purchase the motor vehicle under this agreement \*\***

### Crediting of Payments

We will have the right only to credit a payment, on the dates set out and specified in this Disclosure Statement. If you make a payment before any date specified we will not credit you with that payment against the amount you owe us until the date the payment is actually due. This means you still pay interest on the amount you owe us until we credit the payment on the date it was due to be paid. If we do not accept the payment we will refund it to you as soon as practicable.

## Credit Fees and Charges

The following credit fees and charges (which are not included in the financial details above) 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
Refund	Payable for processing a refund to you of an overpayment or balance	\$ 12.00
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
Lessee Service Investigation	Charged for time taken to supply you with information you request (Min. fee of \$10.00)	\$ 85.00 Per hour

## Continuing Disclosure

We may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided **6 monthly**.

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

### Security interest

We 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.

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 18 of the General Terms of this contract.

### Default interest charges and default fees

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 agreement allow us to vary these fees and charges.

**Default interest** 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.

### Default fees:

\$ 13.00	Payable if any payment is dishonoured or reversed or unpaid
\$ 17.00	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

## Early Termination

If you end this contract before the End Date or this contract ends before the End Date because we (the Lessor) have taken enforcement action against you if you are in default under this contract, you may be required to pay a fee or charge to compensate us for any loss resulting from the early termination.

We may have suffered a loss if our current interest rate is lower than the interest rate applying to this contract. You may also have to pay our administrative cost relating to the full prepayment. Also other amounts may be payable by you if this contract ends before the End Date – see clause 15 of the General Terms. Our administrative cost is \$21.00. The General Terms of this contract allow us to vary this cost.

The amount you may have to pay to compensate us for the loss is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004, but the formula for calculating the value of forgone payments in regulation 9 (2) is changed as follows:

The value of forgone payments (VFP) is calculated by totalling the resulting PV's of each forgone payment. Each PV is calculated by applying the following formula:

$$PV = \left( \frac{p}{\left(1 + \frac{i}{12}\right)^{\left(\frac{12}{365} \times d\right)}} \right) \quad \text{where -}$$

$PV$  is the present value of the forgone payment  
 $p$  is the amount of each payment payable under the fixed rate contract  
 $d$  is the number of days between the due date of each forgone payment and the date of full prepayment  
 $i$  is the annual fixed interest rate determined in accordance with regulation 9 (4) and (5) of the Regulations and expressed as a decimal fraction

## Your Right to Cancel

You are entitled to cancel this contract by giving notice to us.

### Time limits for cancellation

- If this contract was handed to you directly you must give notice that you intend to cancel within 5 working days after you receive this contract.
- If this contract was sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.
- If this contract was mailed to you, you must give the notice within 9 working days after it was posted.
- Saturdays, Sundays and national public holidays are not counted as working days.

### How to cancel

To cancel this contract you must give us written notice that you intend to cancel this contract by –

- giving notice to us or to any of our employees or agents; or
- posting the notice to us or to any of our employees or agents; or
- emailing the notice to us to our email address specified on page 1.

You must also –

- (a) return to us any advance and any other property received by you under this contract (but you cannot do this if you have taken possession of any goods or if you have bought any property at an auction or if the contract is for the sale of services that have been performed); or
- (b) pay the cash price of the property and services within 15 working days of the day you give notice.

### What you may have to pay if you cancel

If you cancel the contract we can charge you –

- the amount of reasonable expenses we had to pay in connection with this contract and its cancellation (including legal fees and fees for credit reports, etc)
- interest for the period from the day you received the property or services until the day you either pay the cash price for the property or services or return the property to us
- the costs of repairing any property you return if the property was damaged while it was in your possession.

### ***Your Right to Relief on the Grounds of Unforeseen Hardship***

If you are unable to keep up your payments because of an unexpected event that causes you hardship, for example illness, injury, loss of employment or the end of a relationship, you can apply to us for a hardship variation.

To apply for a hardship variation you need to:

- (a) make a request to us in writing; and
- (b) explain your reason(s) for the application; and
- (c) request one of the following:
  - an extension to the term of this agreement (which will reduce the amount of each payment due under this agreement); or
  - a postponement of the dates on which payments are due under this agreement (specify the period for which you want this to apply); or
  - both of the above; and
- (d) give the application to us.

Do this as soon as possible because, if you leave it for too long, we do not have to consider your application.

### ***Dispute Resolution and Registration on the Financial Service Provider Register***

Name of dispute resolution scheme: **The Insurance & Financial Services Ombudsman Scheme Inc.**

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you resolve any disagreements you have with us.

#### Contact details of dispute resolution scheme:

Phone: 0800 888 202 or 04 499 7612	PO Box 10-845
Email: <a href="mailto:info@ifso.nz">info@ifso.nz</a>	Wellington 6143
Fax: 04 499 7614	New Zealand
Web: <a href="http://www.ifso.nz">http://www.ifso.nz</a>	

Toyota Finance New Zealand Limited is:

- registered under the Financial Services Providers (Registration and Disputes Resolution) Act 2008 under registration number FSP27861; and
- a member of the above disputes resolution scheme.

## **OTHER INFORMATION**

### ***About This Agreement***

This agreement is about the finance lease, we (the Lessor) are providing to you to enable you to lease the Motor Vehicle described on page 1 from us. You do not have the right to buy the Motor Vehicle under this agreement. We remain the owner of the Motor Vehicle throughout the term of this agreement and you must not claim a GST input credit for the price of the Motor Vehicle.

### ***How to Read This Agreement***

The agreement is this contract between you and us (the Lessor) 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.

### ***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.

### ***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 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.

## **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.

## **Power of Attorney**

You irrevocably appoint the Lessor 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.

## **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 consent 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.

## **Consent to Obtaining and Disclosure of Information**

For the purposes of this Consent, "Organisation" means any bank, financial institution, credit reporter, government department or government agency, insurance company, employer, or any other person or entity.

Each Lessee named above ("I") **authorises** You (the Lessor and any assignee) from time to time to make enquiries, receive, collect, and use any information ("Personal Information") relating to me (including about any amounts I may be required to pay by any financial arrangements I may have now or in future) to enable You to:

- obtain credit reports on me and fine status responses about me;
- verify my identity as required by the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and regulations ("AML laws");
- assess any application to You for credit;
- market to me related products and services;
- maintain a record of all credit arrangements I may have with You from time to time;
- report any credit defaults by me and/or report my repayment history information;
- check my name and address registered in respect of any motor vehicle and information on those vehicles;
- protect or enforce any security interest I may have given to You; and/or
- obtain information regarding my insurance policy records in relation to any motor vehicle you have a security interest in.

**I understand and agree** that all telephone conversations or other electronic communications between You and me may be recorded by You for the above purposes, for training purposes, and for all purposes connected to any services you may provide or consider providing to me, even if I am not aware of that at the time of recording.

**I authorise** You to disclose my Personal Information to Mazda Motors of New Zealand Limited and any Motor Vehicle Trader and I also **authorise** Mazda Motors of New Zealand Limited to use my Personal Information to market its services and products to me or for any of the other purposes set out above.

**I authorise** You to disclose to and obtain from any Organisation (and I also authorise any Organisation to provide to You) any Personal Information:

- for any of the purposes set out above;
- to assist any other Organisation to verify my identity as required by the AML laws, and any Organisation to whom you disclose my Personal Information that is a credit reporter may also disclose that Personal Information to its clients, including to assist them to thus verify my identity;
- if I have authorised an Organisation to seek it from You.

**I understand and agree** that my Personal Information may also:

- be disclosed to and obtained by You and/or an Organisation for the purposes of you or them complying with or enforcing any laws;
- be disclosed to an Organisation advising from time to time details of any credit defaults and/or repayment history information under any credit arrangements I may have with You and that You and/or an Organisation may give Personal Information (including my credit defaults and/or repayment history information) to Your and/or their respective customers, to the extent that you or they are permitted by law to do so;
- when so used or disclosed, include in particular Personal Information about me that is credit account information, including matters such as the type of account(s) I have or have had with you and any reference account numbers you have used for them, the amounts of credit provided to me by them, whether I was a sole or joint borrower or a guarantor, whether those accounts are open or closed and in either case as from what dates, and our repayment history in respect of such accounts, including details of payments made or not made;
- be used by You and/or an Organisation for monitoring services, to receive ongoing credit reports and updates if any of the Personal Information held about me changes;
- be recorded and listed by an Organisation on their systems and used by that Organisation for credit reporting services and supplied to customers of that Organisation to the extent permitted by law from time to time when those customers use their services; and/or
- be disclosed to law enforcement agencies, to our agents, and to other credit providers or credit reporting agencies if in our opinion information held by us about you suggests possible fraudulent or dishonest behaviour.

**I authorise** my insurance company to note the interest of "Toyota Finance New Zealand Limited" as an interested party on their policy records in relation to any motor vehicle the Lessor has a security interest in.

**I have been advised** by You that the provision of my driver's licence number for the purposes of You submitting a Ministry of Justice fine status query is voluntary, and I consent to you using it for that purpose or to make inquiries of the register of drivers licences to verify information about my driver's licence, or for any other purpose referred to above.

**I understand** that I have a right of access to, and correction of, Personal Information held by You and that by notice to You I can be removed from any mailing or contact list used to provide ongoing marketing of products and services by You.

# 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. It 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 31.

## Lease

1. We agree to lease the Vehicle to you at the rental and on the terms set out in this agreement and you agree to lease the Vehicle from us on those terms.

## Our Security Interest In The Vehicle

2. 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 Your Payments

3. You must make the payments to us in the amounts and at the times as set out in the Disclosure Statement. You must not make a deduction from any payment for any reason.
4. If a payment falls on a day which is not a Business Day you must make the payment on the next such Business Day.

## You Might Have To Pay Fees & Charges

5. 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

6. 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

7. **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.
8. **Keep us informed:** You must tell us straight away if the Vehicle is stolen or damaged.
9. **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:

- a. use that money towards 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. elect to end this agreement in which case if the proceeds are not enough to repay the unpaid balance and the amounts specified in the Term & Payments Details in the Disclosure Statement to the End Date (including any amounts payable under clause 15 below), you will pay us the difference on demand. If there are no proceeds, (for example because you did not insure the Vehicle in breach of clause 7), then you will pay us the unpaid balance and the amounts specified in the Term & Payments Details in the Disclosure Statement to the End Date (again including any amounts payable under clause 15 below);

## Things We Might Do To Protect Our Interests

10. 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 at 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.

## You Can End Your Lease Early

11. You can end your lease before the End Date but you must give us 10 Business Days written notice that you wish to do so and clauses 12, 13 and 15 below apply. You must return the Vehicle to us at the time and place we tell you within 5 Business Days of the date we specify.

## What Happens When The Lease Ends?

12. **Vehicle inspection:** At the end of this lease (whether at the End Date or where you wish to end your lease early) we will arrange for a vehicle inspection report to be done (at your cost) so that we can see if the Vehicle:
  - a. is in good condition and working order as it was at the Start Date (fair wear and tear excepted); and
  - b. has 5 sound tyres (not re-treads) of Warrant of Fitness standard.If any amounts need to be paid by us in order to place the vehicle in that condition and order or for such tyres, you must pay those amounts to us on demand.
13. **Sale of Vehicle:** We will attempt to sell the Motor Vehicle promptly at the "Sale Price". However if we are unable to sell the Vehicle within 30 days from the date the Vehicle is ready for sale then we may keep the Vehicle and get from a motor vehicle valuer a market valuation of the best wholesale price of the Vehicle. The market valuation will then be the Sale Price.
14. **Lease ends at End Date:** If your lease ends at the End Date:
  - a. You must return the Vehicle to us at the time and place we tell you. If you do not return the Vehicle to us at the time and place we tell you, you must pay us the Residual Value and the unpaid balance on demand. This does not mean that any of our other rights we have under this agreement are affected;
  - b. If the Sale Price of the Vehicle (after we deduct any moneys we may have had to pay to restore and repair the Vehicle (as above) for sale, is:
    - i. less than the Residual Value, then you will pay the difference to us; or
    - ii. more than the Residual Value, then we will pay the difference to you.
  - c. If you do not return the Vehicle to us when the lease comes to an end, then you will if we ask pay us 1/30<sup>th</sup> of the GST-exclusive monthly rental payment plus GST per day from the date the lease ended until you do deliver it to us. This clause does not extend the term of this lease and your payment to us is a payment made under a separate agreement from the lease payments referred to elsewhere in this agreement.
15. **Lease ends before End Date:** If your lease ends before the End Date you are obliged to pay us:
  - a. The sum of the remaining payments as specified in the "Term & Payments Details" (as at the date your lease ends) excluding any interest not yet due on the remaining payments;
  - b. Plus any fees and/or charges referred to in 1 & 2 in the Disclosure Statement under the heading "Early Termination";
  - c. Plus or Minus any difference between the Sale Price of the Vehicle and the Residual Value. This will be a "Plus" if the Sale Price is less than the Residual Value or a "Minus" if the Sale Price is more than the Residual Value;
  - d. Plus all other amounts you might owe us under this agreement including any restoration charges under clause 12.

If the sum of a – d above is a positive amount you must pay that amount to us. However if it is a negative amount, we will pay the negative amount to you.

16. **How Residual Value is worked out:** The Residual Value has been worked out on the basis that the Vehicle will travel no more than the Agreed Kilometre Allowance during the term of the lease. We may however negotiate and agree with you at any time, a variation to this agreement to take account of a change of the Agreed Kilometre Allowance and if this happens the Residual Value may change accordingly.

#### When Would You Be In Default?

17. You would be in default if:
- You do not make a payment under this agreement on time; or
  - 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
  - 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
  - What you have told us or given us is untrue or misleading; or
  - We have reasonable grounds to believe we were induced to enter into this agreement by fraud by you or someone else; or
  - Anyone else has, or claims, a security interest or lien in the Vehicle; or
  - You become insolvent, or steps to make you become insolvent are taken by you, or any other person; or
  - Any judgment of any Court or Tribunal remains unsatisfied for more than 14 days.

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

18. If you are in default, then subject to any relevant law:
- 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
  - 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
  - We may sell the Vehicle; and/or
  - 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
  - We may charge you fees and charges referred to in 1) and 2) in the Disclosure Statement under the heading "Early Termination"; and/or
  - 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.

#### Other Things You Should Know

19. **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.
20. **Recording conversations:** We can record all telephone conversations and other electronic correspondence we have with you, and may use such recordings for the purposes of this agreement and otherwise as agreed by you in the Other Information.
21. **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.
22. **More than one of you?** If more than one of you is named as the Lessee 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 Lessee.
23. **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.
24. **No assignment by you:** You may not assign your rights under this agreement without getting our consent first which we might not give.
25. **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.
26. **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.

27. **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.

28. **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.

29. **Law:** New Zealand law and jurisdiction applies to this agreement.

30. **Warranty regarding information:** In signing this agreement, you are warranting that you have provided us with all information relevant to the Vehicle's intended use and purpose, and that any information you have provided as to the Vehicle's intended use and purpose is correct to the best of your knowledge.

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

31. In this agreement:

**account** means the loan account we have created in your name in connection with this agreement.

**Agreed Kilometre Allowance** is the agreed kilometre allowance referred to in the Disclosure Statement or such other value as agreed under clause 16.

**Business Day** means a day on which our bank is open for normal banking business.

**Disclosure Statement** means the disclosure statement set out in the Specific Information.

**End Date** means the End Date referred to in 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.

**insolvent** means that you become insolvent. For example, being bankrupt, in receivership, or you apply for entry to the no asset procedure or are otherwise unable to pay debts as they fall due.

**Lessor** means Toyota Finance New Zealand Limited trading as Mazda Finance.

**Other Information** means the other information you agree to set out on pages 3 and 4 of this agreement.

**PPSA** means the Personal Property Securities Act 1999.

**PPSR** means the Personal Property Securities Register.

**Residual Value** is the residual value referred to in the Disclosure Statement which has been worked out on the basis that the Vehicle will not travel more than the Agreed Kilometre Allowance during the term of this agreement or such other value as agreed under clause 16.

**Sale Price** is the best wholesale price (after deduction of our costs and expenses on the sale) we can obtain when the lease ends, whether at the End Date or where you wish to end your lease early. However, where we are entitled to repossess and sell the Vehicle under this agreement the "Sale Price" will be the best price reasonably obtainable at the time of sale after deduction of our costs and expenses on the sale.

**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 set out on pages 1, 2 and the first part of page 3 of this agreement.

**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 Lessor 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.

**LESSEE'S ACKNOWLEDGEMENT & SIGNATURE**

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

- I have read and understood what is written in this agreement.
- A copy of this agreement was disclosed to me before I signed it.
- I have read and understood the **Consent to Obtaining and Disclosure of Information** on page 4.
- The way in which my right to undisturbed possession of the Motor Vehicle may be affected if I default, as is set out in clause 18 of the General Terms, was orally explained to me and I understand the general nature and effect of this on my rights.

Signed by me (the Lessee).

each in the presence of:

..... Signature

..... Name of Witness

..... Signature

..... Signature of Witness

..... Date Signed

..... Occupation of Witness

..... Address of Witness

**LESSOR'S SIGNATURE**

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