

**BUSINESS LEASE AGREEMENT**

Tax Invoice GST NO. 88-107-586
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Exclusive Automotive Finance is an operating division of European Financial Services Limited. Level 1, 6 Mackelvie Street, Grey Lynn, Auckland 1021.

**CUSTOMER ("you", "your")**

FULL LEGAL NAME:  PHYSICAL ADDRESS:  E-MAIL ADDRESS:	FULL LEGAL NAME:  PHYSICAL ADDRESS:  E-MAIL ADDRESS:
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**GUARANTOR**

FULL NAME:  PHYSICAL ADDRESS:  E-MAIL ADDRESS:	FULL NAME:  PHYSICAL ADDRESS:  E-MAIL ADDRESS:
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**MOTOR VEHICLE**

NEW / USED / DEMO	ODOMETER READING	YEAR OF MANUFACTURE	MAKE	MODEL
VIN (or chassis if no VIN)		REGISTRATION NO.	COLOUR	ACCESSORIES

**DEALER**

NAME:  TRADING NAME:	ADDRESS:
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**GST DECLARATION**

<p><b>GST DECLARATION - Customer 1</b> <span style="float: right;"><i>(circle correct one)</i></span></p> Are you GST registered?      Yes      No If yes, GST No. _____ At least 75% of all supplies made by you in the last 12 months had been subject to GST? <span style="float: right;"><i>(circle correct one)</i></span> Yes      No      N/A Industry Type      _____ Customer Name      _____	<p><b>GST DECLARATION - Customer 2</b> <span style="float: right;"><i>(circle correct one)</i></span></p> Are you GST registered?      Yes      No If yes, GST No. _____ At least 75% of all supplies made by you in the last 12 months had been subject to GST? <span style="float: right;"><i>(circle correct one)</i></span> Yes      No      N/A Industry Type      _____ Customer Name      _____
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INITIALS: \_\_\_\_\_

## SPECIFIC TERMS

### OUR FULL NAME & ADDRESS: This is the person providing you the credit

You may send notices to us by: <ul style="list-style-type: none"> <li>writing to us at our postal address; or</li> <li>sending a fax to us to the number given; or</li> <li>sending an email to us to the address given.</li> </ul>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>Name:</b></td> <td>European Financial Services Limited</td> </tr> <tr> <td style="padding: 2px;"><b>Trading Name:</b></td> <td>Exclusive Automotive Finance</td> </tr> <tr> <td style="padding: 2px;"><b>Phone:</b></td> <td>09-376 8760</td> </tr> <tr> <td style="padding: 2px;"><b>Fax:</b></td> <td>09-376 8769</td> </tr> <tr> <td style="padding: 2px;"><b>Email:</b></td> <td>info@europeanfinance.co.nz</td> </tr> <tr> <td style="padding: 2px;"><b>Physical Address:</b></td> <td>Level 1, 6 Mackelvie Street, Grey Lynn, Auckland 1021</td> </tr> </table>	<b>Name:</b>	European Financial Services Limited	<b>Trading Name:</b>	Exclusive Automotive Finance	<b>Phone:</b>	09-376 8760	<b>Fax:</b>	09-376 8769	<b>Email:</b>	info@europeanfinance.co.nz	<b>Physical Address:</b>	Level 1, 6 Mackelvie Street, Grey Lynn, Auckland 1021
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### FINANCIAL DETAILS (amounts GST inclusive)

Cash price of the Vehicle  Establishment Fee PPSR Fee  <i>Optional Services</i> Vehicle Insurance Gap Insurance Payment Protection Insurance Vehicle Warranty	_____
<b>TOTAL CREDIT:</b>	_____
<b>TERM</b>	_____
The Term of this agreement is:	_____ months from the Start Date.
The <b>Start Date</b> is	_____
The <b>End Date</b> is	_____

### INTEREST

Annual Interest Rate: _____ % fixed for the Term.	Total Interest Charges: _____ This is the total amount of the interest charges payable under this agreement.  The Total Interest Charges are added to the Total Credit (the sum being, the "Total Owing") on the Start Date so that as at that date the unpaid balance is the Total Owing.
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### CREDIT FEES AND CHARGES

The following credit fees and charges are, or may become payable under, or in connection with, this agreement:

- A **variation fee** of \$150.00 if we vary this agreement.
- An **assignment fee** of \$150.00 if we agree to an assignment of this agreement.
- A **refund fee** of \$10.00 if we refund any early payment you make to us.
- A **late return fee** if you do not return the Vehicle on the date/place of return. See paragraph 19 of the General Terms
- An **account closing fee** of \$35.00 to be paid when this agreement ends.

Our General Terms allow us to change the amount of these fees and charges

### PAYMENTS You are required to make each payment every calendar month from the Start Date of the amount specified below and by the time specified below\*

You must pay us the Total Amount of Payments in the amounts below and before 4pm of the day of each Payment Date below\*  
 If, in a particular month, there is no such date which corresponds to the date you are to make your first payment, you must make that payment before 4pm on the last day of that month.

Number of Payments	Amount of Payment (excl. GST)	GST	Amount of Payment (incl. GST)	Payment Date (starting on)
Total Amount of Payments:				
<b>Residual Value (of Vehicle)</b>	(excl. GST)	(GST)	(incl. GST)	

### WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

**Security Interest**  
 We have a security interest in the Vehicle (described on page 1).

If you do not meet your commitments under this agreement, we may be entitled to retake repossess and sell the Vehicle and if, after the sale there is not enough money to cover what you owe us under this agreement you will still owe us the difference (see below under the heading "What Happens When This Agreement Ends"). Also if you give someone else a security interest over the Vehicle you will be in breach under this agreement and we may retake repossess and sell the Vehicle and/or we may do anything else as set out in paragraph 27 of the General Terms

INITIALS: \_\_\_\_\_

## DEFAULT INTEREST CHARGES AND DEFAULT FEES

In the event of a default in payment and while the default continues you must pay the default charges. In the event of a breach of the agreement or on the enforcement of the agreement, the default fees specified below are payable.

The **default rate** is the rate per annum (expressed as a percentage) which is **3% above the annual interest rate** (referred to above) or our default interest rate displayed on our *website at [www.europeanfinance.co.nz](http://www.europeanfinance.co.nz)* whichever is the higher. This is charged on any amount you owe us under this agreement that has not been paid from the time you fail to make the payment until the payment is made. It is also charged on the amount of the Residual Value referred to above if you do not return the Vehicle when this lease ends, whether on or before the End Date.

The **default fees** are:

- **\$10.00** if any payment you make to us is dishonoured.
- **\$20.00** if we have to prepare and send you a repossession warning notice.
- **\$60.00** if we have to prepare and send you a post repossession notice.
- **\$35.00** if we engage a repossession agent.

**Note:**

There may be charges we incur if we engage third parties as a result of your breach under this agreement or if we enforce this agreement. These charges could include debt collection and repossession fees. *These are in addition to the default fees listed above.*

Our General Terms allow us to change the default interest rate and default fees.

## WHAT HAPPENS WHEN THIS AGREEMENT ENDS

If this agreement ends *before the End Date* (for whatever reason, for example see paragraph 20 of the General Terms), you will pay us the amount owing which is worked out as follows:

- The Total Amount of Payments set out above **less** payments made by you in reduction of the Total Amount of Payments (the sum being the "Balance of Payments")
- Less** 80% of the total interest charges remaining on the Balance of Payments\*
- Plus** All other amounts you may owe us under this agreement (for example, under paragraphs 18 and 29 of the General Terms)\*\*

We will then apply the sale proceeds of the Vehicle (see paragraph 22) towards the amounts you owe us in a, b and c above and if after applying the sale proceeds:

- There is a balance remaining ("net sale proceeds") and the net sale proceeds is more than the Book Value, *we will pay you* the difference;
- The Book Value is more than the net sale proceeds (even if the net sale proceeds is zero or negative), *you must pay us* the difference when we ask you to.

\*You are not entitled to a rebate on any portion of the Balance of Payments that is overdue.

\*\* For avoidance of doubt, this will include any portion of the Balance of Payments that is overdue and any interest on that amount.

***This agreement can be signed by each of you using a separate copy of this agreement. If you do sign separately then all the signed agreements together will be treated as one and the same agreement.***

## CUSTOMER

In signing this agreement you (each Customer named on page 1):

- **Acknowledge** that this agreement (which includes the General Terms ) was disclosed to you and a copy received by you **before** you signed it and that you understand its terms.
- **Consent** to us sending notices and other communications to your email address on page 1 or any other email address you might later give to us in writing.
- **Authorise** us to pay (on your behalf) the charges for any Optional Services (referred to in the Specific Terms on page 2) to the relevant entity.
- **Make** the GST declaration as set out on page 1.
- **Acknowledge** that we will be the owner of the Vehicle at all times and that you **must not** claim a GST input credit for the cash price of the Vehicle.
- **Confirm** that you will be leasing the Vehicle for your business purposes.
- **Agree** that the guarantees contained in the Consumer Guarantees Act 1993 ("CGA") in relation to the supply of the Vehicle will not apply to you. For example, you agree that we do not guarantee that the Vehicle is of acceptable quality or that the Vehicle is fit for a particular purpose under the CGA and that you will not be entitled to any remedy from us under the CGA if the Vehicle does not comply with any of those guarantees (for e.g. we are not liable for any consequential losses).
- **Acknowledge** that you do not rely on any representations by us or other conduct by us, whether made before or after this agreement was entered into and contract out of sections 9 (misleading or deceptive conduct generally), 12A (unsubstantiated representations) and 13 (false [or misleading] representations) of the Fair Trading Act 1986. For this purpose, you acknowledge that the Dealer is not our agent.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Signing Date

## GUARANTEE AND INDEMNITY

You (each Guarantor named on page 1):

- **Guarantee** to us payment of all money owed to us and the performance of all the Customer's obligations under this agreement.
- **Indemnify** us for any loss or damage we may incur if the Customer does not perform any of his or her obligations under this agreement.
- **Agree** that this guarantee and indemnity will continue until all money owed to us under this agreement is paid back in full and the other obligations under this agreement are performed.

You also **agree and acknowledge** that:

- Your liability to us is not affected under this guarantee and indemnity by things we may or may not do under this agreement. For example, we might not have taken steps to recover any money owing by the Customer first but we might still ask for you to pay that money to us. This is because between us and you, we can treat you as though you are the Customer.
- We may, at any time, assign or transfer our rights and interests under this guarantee and indemnity to anyone else. If we do this you understand that the person we assign or transfer this guarantee and indemnity to will replace us and have all our rights and interests. You agree that we may give such person any information we have relating to you to any such assignee.
- If there is more than one Guarantor named above each one of you is individually liable to us under this guarantee and indemnity. This means, for example, we may look to you to recover any money and not to any other Guarantor.

## GUARANTOR

In signing this agreement (which includes the guarantee and indemnity above) you (each Guarantor named on page 1):

- **Acknowledge** that this agreement was disclosed to you **before** you signed it and that you understand its terms.
- **Consent** to us sending notices and other communications to your email address on page 1 or any other email address as you might later give us in writing.

\_\_\_\_\_  
*Guarantor Signature*

\_\_\_\_\_  
*Guarantor Signature*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Witness Name*

\_\_\_\_\_  
*Witness Occupation*

\_\_\_\_\_  
*Witness Address*

\_\_\_\_\_  
*Signing Date*

## SIGNED FOR

\_\_\_\_\_  
European Financial Services Limited

\_\_\_\_\_  
*Date Signed*

## GENERAL TERMS

### What Is This Agreement About

We agree to lease to you the Vehicle on the terms set out in this agreement. This means you only lease the Vehicle. You do not have the option to buy the Vehicle under this agreement. Your agreement with us is set in the Specific Terms and these General Terms and includes any agreed changes. Your agreement also includes the information on the signing page and the Guarantee and Indemnity, if there is a Guarantor.

### The Meaning Of Some Words & Phrases In This Agreement

1. In this agreement some words and phrases have the following meaning:

**At risk** means if we believe, on reasonable grounds, 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.

**Book Value** means:

- The Residual Value, if the lease of the Vehicle under this agreement ends *on the* End Date; or
- The amount certified by us as being the "Book Value", if the lease of the Vehicle under this agreement ends *before the* End Date for any reason.

**Fair Wear and Tear** means such deterioration in the working order, repair, condition and appearance of the Vehicle as is reasonably consistent with careful maintenance and use of the Vehicle. Fair Wear and Tear includes all superficial scratches and scuffs to bumpers and superficial stone chips and superficial scratches, scuffs and wear to the interior of the Vehicle. However, Fair Wear and Tear does not include:

- The surface of the body paint of the Vehicle exposing undercoat or metal in any way;
- Tears, rips or cuts to seats, interior trim, carpets and headlining, or oil, cigarette burns, glue, chemicals or other such substances on any part of the interior of the Vehicle which cannot be easily removed using upholstery cleaners.
- Missing mechanical parts, components and accessories.
- Mismatched tyres and damage to tyre treads and sidewalls or insufficient tread to pass a roadworthy or similar test.

**Proceeds** mean identifiable or traceable personal property that is derived directly or indirectly from dealing with the Vehicle or the proceeds of the Vehicle and in which you have an interest. This includes a right to an insurance payment or other payment as indemnity or compensation for loss of or damage to the Vehicle or proceeds.

**Security interest** means an interest in property created or provided for by a transaction that, in substance secures payment or performance of an obligation under a contract.

**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.

**Vehicle** means the vehicle described under the heading "Motor Vehicle" on page 1 and it includes anything you install, attach or affix to the Vehicle.

2. Other words and phrases have the meaning as set out elsewhere in this agreement, for example in the Specific Terms.

### Things You Should Know And Do In Relation To The Vehicle

3. You grant us a security interest in the Vehicle and all Proceeds to secure your obligations to us (including the payment of money) under this agreement and any other agreement you have with us.

4. We will register our security interest in the Vehicle on the Personal Property Securities Register ("PPSR") and you waive your right to receive a copy of the verification statement confirming our registration on the PPSR or any changes to that registration. *You also acknowledge* that it is our intention that part 9 of the PPSA will not apply to this agreement. However, if this is not the case at law, you:

- Agree that nothing in sections 114(1)(a), 133 and 134 of the Personal Property Securities Act 1999 ("PPSA") will apply to this agreement; and

- 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 of the PPSA.

5. You must tell us immediately if you change your address or name.

6. As we own the Vehicle and have a security interest in it, you must:

- Not destroy, damage, endanger, disassemble, sell, lease, hide or give the Vehicle to someone else to use or otherwise lose possession of the Vehicle, move the Vehicle out of New Zealand or allow another security interest or lien to attach to the Vehicle.

- Keep the Vehicle in good condition and working order and carry out all maintenance in accordance with any manufacturer's specifications.

- Comply with all legal requirements relating to your possession and use of the Vehicle.

- Allow us to inspect the Vehicle at a reasonable time when we ask to.

- Not allow anything to occur which could adversely affect the Vehicle or our security interest in the Vehicle and tell us straight away if any of those things does or could happen.

7. If you install, attach or affix anything to the Vehicle now or later on, for example, replacement parts, personalised plate, roof rack or tow bar, that thing will be part of the Vehicle. Our security interest in the Vehicle therefore includes any such items.

### You Must Keep Vehicle Insured

8. As from the Start Date (on page 2) you must insure the Vehicle and keep it insured with an insurance company we approve and not change the insurance details or the insurer unless we agree.

9. The insurance must be for the Vehicle's full replacement value against all loss, damage and other usual risks.

10. You must make sure that the insurance policy notes our interest in the Vehicle and names us as loss payee under that policy.

### What If The Vehicle Is Lost Or Damaged

11. If the insurance company decides not to remedy any loss or damage to the Vehicle then we can (instead of you) do anything we think is necessary or desirable in our or your name. For example we may decide to take the insurance money and either:

- Use the insurance money to fix any damage to the Vehicle and pay you any money left over; or

- End this agreement and use the insurance money towards paying the amounts referred to in the Specific Terms under the heading "What Happens When This Agreement Ends". If after doing that there is any money left over we will pay that to you but if there is a shortfall you must pay the difference to us when we ask you to.

INITIALS: \_\_\_\_\_

### **We Can Enter Any Place Where The Vehicle Is**

12. We (and our agents) can enter any premises where the Vehicle might be (even if you or any other occupier of the premises is not present) to retake possession of the Vehicle if we choose to (where paragraph 27 applies) or to inspect the Vehicle (under paragraph 6).

### **How You Must Make Payments To Us**

13. You must make your payments to us at the times and in the amounts as set out (or referred to) in the Specific Terms.

14. You must not deduct any money off any payment due to us for any reason. For example, if the Vehicle has broken down, or damaged you must still make your payments to us in full when they are due.

15. Where a date for payment falls on a date which is not a business day then payment is to be made (or is deemed to have been made) on the next business day. In this paragraph business day means any day our bank is open for normal banking business.

16. We can at any time ask you to pay to us all amounts you owe us under this agreement on demand except (but provided you are not in default under this agreement) the moneys you owe us as set out (or referred to) under the heading "Payments" in the Specific Terms.

### **How Do We Apply Your Payments**

17. We will apply payments you make on the dates and in the amounts set out (or referred to) under the heading "Payments" in the Specific Terms. However if you make a payment before the date specified we may decide to accept that payment but we do not need to apply that payment towards the amounts you owe us under this agreement on the date we receive it from you. We can hold that payment and apply it on the date it is due. This means you will still be paying interest as if the payment was made on the date it was due. If we don't accept your early payment we will refund that payment to you as soon as practicable.

### **What Happens To The Vehicle When This Lease Ends**

18. When this agreement ends, whether on the End Date (or earlier (under paragraphs 20 or 27) or otherwise) you must return the Vehicle to us at the time and place we say, in the same condition (Fair Wear and Tear excepted) as the Vehicle was at the Start Date. If the Vehicle is not returned to us in the condition set out in this paragraph you will pay us the amount that may be required to bring the Vehicle to that condition.

19. When this agreement ends and you do not return the Vehicle when we say under paragraph 18, you will pay us the Residual Value, on demand.

### **When Can Your Lease End Early**

20. This agreement might end before the End Date if either:

- You are in default under this agreement (see paragraph 26); or
- You ask us to end this agreement before the End Date and if we agree to your request, which we are not obliged to do.

21. If either of the situations in paragraph 20 applies, you will pay us (subject to paragraph 22) the amounts referred to in the Specific Terms under the heading "What Happens When This Agreement Ends".

### **We Will Sell The Vehicle at Lease End**

22. If your lease of the Vehicle ends under paragraph 20 or ends at the End Date, we will sell the Vehicle, using any reasonable method of sale. This does not apply if we choose to end this agreement under paragraph 11.

23. We will apply the sale proceeds of the Vehicle towards the amounts you owe us referred to in a, b, and c in the Specific Terms under the heading "What Happens When This Agreement Ends".

### **When Will You Have To Pay Fees And Other Charges**

24. The Specific Terms sets out the credit fees, default interest charges and default fees you might have to pay us. We can change these amounts from time to time if we think that is necessary but we will let you know if the change means an increase in the fee or charge.

25. There may be charges we incur if we engage third parties as a result of your breach under this agreement or if we enforce this agreement. These charges could include debt collection and repossession fees. These are in addition to the default fees set out in the Specific Terms.

### **When Will You Be In Default Under This Agreement**

26. You will be in default under this agreement if any of the following happens:

- You do not make a payment to us when it is due under this agreement or under any other agreement you may have with us;
- You do not do anything else you have agreed to under this agreement;
- You allow something to happen which should not have happened under this agreement or under any other agreement you may have with us. For example, you allow another security interest or repairers lien to attach to the Vehicle;
- You, or a Guarantor, gives us false or misleading information;
- The Vehicle is at risk; or
- You or a Guarantor become (or steps are taken to become) insolvent. For example, you or a Guarantor is bankrupted.

### **What Could Happen If You Are In Default**

27. If you are in default under this agreement, we may (if we are allowed to at law) do any one or more of the following things:

- Ask that you pay to us all the amounts you owe us under this agreement;
- Charge you interest at the default rate and any default fees as set out in the Specific Terms;
- End any obligations we may have to you under this agreement;
- Retake possession of the Vehicle;
- Sell the Vehicle; and/or
- Anything else we are allowed to at law and under this agreement.

### **You Appoint Us Your Attorney**

28. If you do not do anything you have agreed to do under this agreement, we may decide to do it on your behalf (at your expense) and we might also decide (if the law allows us) to do anything else we think is necessary (at your expense) to protect our interest under this agreement and in the Vehicle. You irrevocably appoint us (and each of our directors and managers) as your attorney to do any of those things.

### **You Will Compensate Us For Any Costs We Incur**

29. You will indemnify us against all costs, taxes, losses and expenses we incur under this agreement, in relation to the Vehicle, our security interest and if we have to enforce our rights under this agreement. For example this includes third party costs mentioned in paragraph 25, costs on a solicitor/client basis, court and tribunal fees and our time spent in a court or tribunal.

INITIALS: \_\_\_\_\_

**Our Rights Are Not Lost**

30. If we do not do something when we are able under this agreement or at law, that does not mean we are giving up that right or power. We can exercise that right or power later if we want to.

**How Are Notices Given To You**

31. Service of notices and other communications under this agreement will be given to you as required by law or as may be set out in this agreement.

**More Than One Customer**

32. If more than one of you is named as a Customer, each of you is individually liable to us for all matters under this agreement. For example, this means we can ask one of you to pay money owing under this agreement without asking the other to do so.

**We Can Transfer This Agreement To Someone Else**

33. We can without notice to you and at any time assign or transfer or grant a security interest in this agreement to any other person and if we do this then that person will replace us and have all our rights, title and interest under this agreement. You agree that we may give such person any information we have relating to you.

34. You may not transfer or assign any of your rights, title and interest under this agreement without our prior written consent which we might refuse to give.

**Setting Off Payments**

35. If there is a credit balance owing to you under this agreement we can, at any time without giving you notice, set off and apply that amount against any money you may owe us under any other agreement you may have with us.

