



GENERAL MOTORS ACCEPTANCE CORPORATION, AUSTRALIA A.R.B.N. 007 480 382
 of 6/499 St Kilda Road Melbourne, VIC 3004 (Branch address)
 Incorporated in the state of Delaware, U.S.A. -Limited Liability ("GMACA")

LOAN CONTRACT AND MORTGAGE
NUNAWADING HYUNDAI & CHRYSLER ("the Dealer")

You (being each borrower named in Part A of the Schedule) hereby offer to borrow the amount of credit described in Part C of the Schedule from General Motors Acceptance Corporation, Australia ("GMACA") (the credit provider) and grant a mortgage over the goods described in Part D of the Schedule and over any insurance policy or service and maintenance agreement purchased with the amount of credit. This offer is made on the terms and conditions contained in the separate booklet entitled *Loan Contract and Mortgage Terms and Conditions* (the "terms and conditions") and the terms set out in the Schedule. Amounts payable include GST, where applicable.

SCHEDULE

A. BORROWER

1. Full Name: Ms [REDACTED]
 Address: [REDACTED]

B. DISBURSEMENT OF AMOUNT OF CREDIT

\$ 16,504.00	To the Dealer	\$ 0.00	To
\$ 0.00	To GMACA to repay existing loan	\$ 0.00	To
\$ 0.00	To the Insurer named in E1	\$ 250.00	To GMACA for establishment fee
\$ 0.00	To the Insurer named in E2	\$ 50.00	To GMACA for coupon book fee
\$ 0.00	To the Insurer named in E3	\$ 0.00	To relevant Government Authority for stamp duty
\$ 0.00	To the Insurer named in E4	\$ 16,804.00	TOTAL - Amount of Credit
\$ 0.00	To you		

C. FINANCIAL TABLE

1. Amount of Credit	\$ 16,804.00
2. Annual percentage rate	15.5500 %
3. Total amount of interest charges payable	\$ 7,488.20
4. Repayments:	
Total amount of repayments	\$ 24,292.20
Total number of repayments	60
Repayable by:	
60 consecutive	monthly
repayments each of \$ 404.87	commencing
one month from the date the amount of credit is lent	

5. Retained credit fees and charges
- An establishment fee of \$ 250.00 is payable on the date this offer is accepted. The establishment fee is included in the amount of credit.
 - A dishonour fee of \$15 will be payable immediately upon the dishonour of a repayment in accordance with clause 3.5 of the terms and conditions.
 - An early termination fee calculated in accordance with clause 8.5 of the Terms and Conditions will be payable if and when you pay out the loan in full before the expiration of the term of the loan.
 - An account closing fee of up to \$20 may be payable when the loan is paid out in full.
 - A coupon book fee of \$50 will be charged to your loan account for each coupon book required.
 - If this contract is one to which the Consumer Credit Code does not apply, you may have to pay a deferral fee in accordance with clause 8.6.

6. Non-retained credit fees and charges

To relevant government authority for stamp duty	\$ 0.00
To for.....	\$ 0.00
Total non-retained credit fees and charges.	\$ 0.00

The above non-retained credit fees and charges are included in the amount of credit and are payable on the date this offer is accepted.

7. The financial information in Item 5 is subject to change and the change can be made without your consent (see Terms and Conditions, clause 14.2)

(All repayments include FID except in Queensland)

D. MORTGAGE AND GUARANTEE

1. If goods are identified in the space immediately below, you have agreed to enter into a mortgage over the goods. Otherwise there is no goods mortgage.

New/Used	USED	Year	1997	Colour	[REDACTED]	Registration Number	[REDACTED]
Make	KIA	Model	[REDACTED]	Body	WAGON		
Engine	[REDACTED]	VIN	[REDACTED]	State of Registration	VIC		

2. If any insurance policy is financed under this contract you agree to mortgage the amount of any premium rebate or refund payable if the insurance is cancelled (see Terms and Conditions, clause 6.2(c)).
3. If any service or maintenance agreement is financed under this contract (see Part B), you agree to mortgage the amount of any rebate payable if the agreement is cancelled (see Terms and Conditions, clause 8.3).
4. A guarantee of your obligations under this contract has been taken by GMACA from

No Guarantee applies.

E. FINANCED INSURANCE

1. Insurer 1 **Comprehensive Credit Insurance**
Name of Insurer (1): (Mortgaged Property Insurance)

Premium \$ _____
Term of insurance(1) _____ months

2. Insurer 2 **Consumer Credit Insurance**
Name of General Insurer (2):

Total Premium: \$ _____
Term of Insurance(2): _____ months

3. Insurer 3 **Mechanical Breakdown Insurance**
Name of Insurer (3) (Mortgaged Property Insurance)

Premium: \$ _____
Term of insurance unascertainable

4. Insurer 4 **Other Insurance**
Name of Insurer (4)

Premium: \$ _____
Term of insurance (4): _____ months

F. COMMISSION CHARGES

1. Commission is payable by GMACA to the Dealer for the introduction of credit business but the amount is unascertainable by GMACA unless stated \$ _____

2. Commission is payable to the Dealer by the Insurers referred to in Part E. If this contract is one to which the Consumer Credit Code applies, the amount (or the proportion of the premium) of each commission is not ascertainable by GMACA unless stated below

Insurer 1	\$ _____	(or	_____	%)
Insurer 2	\$ _____	(or	_____	%)
Insurer 3	\$ _____	(or	_____	%)

3. Commission is payable by _____ to GMACA in respect of the insurance described in Part E4, but the amount is not ascertainable by GMACA unless stated below.

Insurer 4	\$ _____	(or	_____	%)
-----------	----------	-----	-------	----

G. INSURANCE

(To be completed if comprehensive insurance is NOT financed)
GMACA's interest is noted

Yes No Policy No. 123630 [REDACTED]

Expiry date 06/03/02
Name of Insurer

GOVERNMENT INSURANCE OFFICE (NSW)

IMPORTANT

BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT."
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- Do not sign this contract document if there is anything you do not understand.

THINGS YOU MUST KNOW

- You can withdraw this offer any time before GMACA accepts it. When GMACA does accept it, you are bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling GMACA in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. If this contract document says so, you must take out insurance over any mortgaged property.
- If you take out insurance, GMACA cannot insist on any particular insurance company.
- If this contract document says so, GMACA can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, GMACA can charge a fee if you pay out your contract early.

LOAN CONTRACT AND MORTGAGE TERMS AND CONDITIONS

GMACA may accept your offer by an authorised officer of GMACA signing in the "acceptance" panel below the Schedule. If GMACA accepts your offer, you and GMACA agree as follows:

1 PROVISION OF LOAN AND MORTGAGE

- 1.1 Subject to clause 2, GMACA will, upon request, provide the amount of credit shown in Part B of the Schedule to you by paying the amounts listed in Part B to the payees named in Part B. The total of these amounts is equal to the amount of credit. You may terminate this contract before you have obtained or attempted to obtain any credit under it. If you do so, however, GMACA may retain or require payment of fees or charges incurred before the termination and which would have been payable under this contract.
- 1.2 Except to the extent that amounts for them are included in Part C6 of the Schedule under the heading "non-retained credit fees and charges", GMACA will bear any contract stamp duty and mortgage stamp duty and all legal and other fees incurred by it for the preparation, execution, stamping and registration of this contract.
- 1.3 In consideration of GMACA agreeing to provide the amount of credit under clause 1.1 and to secure the due and punctual payment by you of the unpaid balance of the loan and the performance by you of your other obligations under this contract, you agree to transfer by way of mortgage the whole of your right, title and interest in and to the goods to GMACA. You convey your interest as beneficial owner to GMACA by taking possession of the goods or by GMACA paying any part of the purchase price for the goods, whichever occurs first.
- 1.4 You agree with GMACA that for the purposes of the Chattel Securities Act 1987 (Vic), the Chattel Securities Act 1987 (WA) or any equivalent legislation in any other State or Territory GMACA's security interest in the goods is a legal interest.
- 1.5 You further agree to grant a mortgage to GMACA over any insurance policy financed by GMACA under this contract in accordance with clauses 6.2(c) and 6.4 and over any service and maintenance agreement financed under this contract in accordance with the terms of clause 8.3.

2 CONDITIONS PRECEDENT

GMACA's obligation to provide any part of the amount of credit to you or to do anything else under this contract is subject to and conditional upon GMACA being satisfied that:

- (a) this contract complies with all legal requirements relating to it;
- (b) you having received all statements and information required by law to be given to you;
- (c) any mortgage and any guarantee has been given is valid and binding on you and the guarantor; and
- (d) no event of default has occurred and is continuing.

GMACA may at its option, terminate this contract if the conditions in clause 2 have not been satisfied within two months from the date GMACA accepts this contract.

3 REPAYMENT

- 3.1 You agree with GMACA to repay the amount of credit and to pay the interest charges by paying the repayments set out in the schedule at the times set out in the Schedule. Where this contract is one to which the Consumer Credit Code applies you may pay out this contract at any time, by paying to GMACA the unpaid balance of the loan any fees and charges not included as part of the unpaid balance of the loan that are payable including the early termination fee. Where this contract is one to which the Consumer Credit Code does not apply you may pay out the contract at any time by paying to GMACA the amount set out in clause 8.5(b). You agree with GMACA to pay any credit fees and charges set out in the schedule at the times shown in the Schedule, and any GST, government charges and duties on receipts and withdrawals that are charged in respect of your loan or the repayments and any reasonable enforcement expenses incurred by GMACA under this contract or the mortgage. You authorise GMACA to debit all unpaid fees and charges to the loan account.
- 3.2 You are personally liable to pay the unpaid balance of the loan, any credit fees and charges not included as part of the unpaid balance of the loan and the early termination fee, if applicable. You are not relieved of this liability just because a mortgage or guarantee is given.
- 3.3 All repayments under this contract must be made to GMACA in one of the following manners:
 - (a) by direct debit to your bank account, at the initiation of GMACA pursuant to your express written authority;
 - (b) by payment to GMACA at any branch of the Australian Post Office;
 - (c) by post to GMACA addressed to GPO Box 1724P Melbourne 3001 or at such other address as GMACA may tell you in writing is to be the replacement for this address; or
 - (d) in such other manner as GMACA may direct or approve in writing from time to time.

GMACA may withdraw or change any method of payment at any time and from time to time.

- 3.4 In the case of each repayment, you will provide the recipient of the repayment with sufficient information to enable GMACA to identify the contract with respect to which the repayment is made and the amount of the repayment made in respect of this contract. Unless otherwise stated above, all payments must be made by cash or cheque.
- 3.5 A repayment will not be considered to have been made by you if the cheque or direct debit is dishonoured or charged back to GMACA. You authorise GMACA to debit your loan account with an amount not exceeding the dishonour fee set out in the Schedule each time a cheque or payment made by you is dishonoured.
- 3.6 Repayments made by you under this contract, which are received by GMACA after the close of business will be credited to the unpaid balance of your loan the next business day.
- 3.7 You will pay whatever you have to pay to GMACA under this contract without deduction and without any set-off or counterclaim.

4 INTEREST CHARGES

4.1 Where this contract is one to which the Consumer Credit Code applies:

- (a) interest charges will be calculated on a daily basis on the unpaid balance of the loan at the daily percentage rate;
- (b) interest charges will be accrued daily in arrears and debited to your account on the first day of each month; and
- (c) if you pay out the loan before the expiration of the term of the loan, GMACA will debit your account with the interest charges payable calculated in arrears from the preceding month up to and including the payment date.

4.2 Where this contract is one to which the Consumer Credit Code does not apply:

- (a) you agree to pay the total amount of interest charges payable as set out in the Schedule;
- (b) in addition you agree to pay GMACA default interest at the daily percentage rate on any money payable under this contract which is overdue. Default interest will accrue and be payable daily from the time the amount is due to be paid until it is paid.

5 WARRANTIES

You warrant:

- (a) the truth of all statements made by you or on your behalf to GMACA or any of its agents or the dealer before acceptance of your offer by GMACA; and
- (b) that, except for rights of others created by the dealer, the goods are free of all mortgages, charges, liens and other encumbrances for the benefit of any person, other than the mortgage to GMACA which is contained in clause 1.3 of this contract.

6 YOUR INSURANCE OBLIGATIONS

6.1 You must:

- (a) insure the goods at your own expense with an insurance company approved by GMACA and keep them insured with such a company until the unpaid balance of the loan and any other moneys owing under this contract has been paid on the following basis:
 - (i) the policy must contain such terms, conditions, exclusions and exceptions as GMACA approves, must be taken out in your name and GMACA's interest as mortgagee must be noted on the policy;
 - (ii) the goods must be insured for not less than their full insurable value or any other amount agreed by GMACA against fire, accident, theft and such other risks as GMACA may reasonably require if it were arranging and paying for the insurance itself; and
 - (iii) the policy must be enforceable and not subject to being defeated or avoided or having liability under it declined by reason of any non-disclosure, misrepresentation or breach of warranty;
- (b) pay all insurance premiums immediately they fall due for payment and, when requested, hand to GMACA all insurance policies and proof of payment of the premiums and currency of the cover;
- (c) not do or fail to do anything which might allow the insurer to refuse a claim under any insurance of the goods;
- (d) notify GMACA in writing immediately if the goods are lost, damaged or destroyed or if any event occurs which gives rise to a claim under any insurance policy and of any cancellation change or rejection of any insurance policy; and
- (e) pay any "excess" or similar amount payable when a claim is made under any such insurance policy.

- 6.2 If the Schedule indicates that the cost of any insurance premium is financed by GMACA:
- (a) despite clause 6.1(a), you do not have to take out that insurance for the period in which the cost of the insurance premium is financed by GMACA;
 - (b) GMACA will be entitled at its discretion to cancel that insurance if you are in default under this contract; and
 - (c) the amount of any rebate or refund of the premium allowed by the insurer upon any early termination of any insurance contract including without limitation any total or substantial loss or destruction of the goods may be recovered by GMACA and set-off against the unpaid balance of the loan and any other moneys due under this contract. Any surplus will be returned to you.
- 6.3 If you fail to pay any insurance premium required by clause 6.1 or any "excess" GMACA may pay the premium or the excess and include it in GMACA's enforcement expenses under this contract.
- 6.4 As security for the loan GMACA is entitled, if there is any damage to, or loss of, the goods to receive all money payable under any policy covering that damage or loss which is not used to repair or reinstate the goods. Any such money received by GMACA will be set-off against the unpaid balance of the loan and any other moneys due under this contract. Any surplus will be returned to you.
- 6.5 If an amount for insurance which provides cover against the difference between the amount due under this contract and the value of the goods if they are destroyed or damaged is included in the amount of credit in the Schedule, you acknowledge that the insurance is for the benefit of GMACA and GMACA is entitled to receive all money payable under the policy.
- 6.6 If mechanical breakdown insurance is financed under this contract, the term of the insurance contract is not ascertainable at the time your contract was signed by you.

7 LOOKING AFTER THE GOODS

- 7.1 You agree:
- (a) at your expense (as to materials and labour) to keep the goods in good order and repair so that at all times the goods are in first class condition for goods of that description and ensure the goods are regularly serviced in accordance with the manufacturer's recommendations;
 - (b) to use the care of a cautious and prudent owner to prevent damage to the goods or their loss or destruction and to indemnify GMACA in respect of any loss or damage to the goods (however it is caused) and, except to the extent prohibited by law, against all claims and costs (however they arise) resulting from the use, operation and keeping of the goods;
 - (c) if the goods are damaged or require repair, maintenance or servicing, to have the goods repaired, maintained or serviced on terms which do not create a lien over the goods and to pay for all repair, maintenance and servicing to the goods promptly;
 - (d) to keep the goods properly stored when not in use and, on request, to notify GMACA of the location of the goods and to produce the goods for inspection;
 - (e) to keep the goods registered and pay all premiums for third party insurances and any other fees and charges required by law and if the registration number of the goods is changed, notify GMACA in writing immediately;
 - (f) not to use, or permit the use of, the goods for any illegal purpose or in breach of any Act relating to their use or keeping including without limitation all environmental laws and to ensure at all times they are used properly, safely and without risk to health and by properly qualified personnel;
 - (g) not to conceal the goods or part with possession of the goods or, without first obtaining GMACA's written consent, create any lien, charge or mortgage over the goods or purport to do so or pledge, let, assign, sell or part with the goods for any interest or benefit under this contract or attempt or purport to do so;
 - (h) not to permanently remove the goods from the State or Territory where they are first registered or to re-register the goods in any other State or Territory without first obtaining GMACA's written consent and procuring registration of GMACA's security interest in the goods under any legislation in force in that State or Territory permitting or requiring registration of security interests of mortgagees in goods;
 - (i) not to detach the goods from any vehicle or other machine of which they form part or to which they are ancillary unless you first obtain GMACA's consent in writing and where GMACA's consent is given, it may be given subject to whatever conditions GMACA sees fit to impose;
 - (j) that all accessories now or in the future supplied with or attached to the goods will become part of the goods;
 - (k) not to alter the goods or any identifying mark or number in any way, including without limitation by adding or removing any accessories without the prior written consent of GMACA; and

- (l) not to cause or permit the goods to be affixed to any land or building without the prior written consent of GMACA and where GMACA's consent is given you permit GMACA to enter onto the land or into the building to which the goods are affixed. Where at any time the goods are affixed to any land or building you will be responsible for any damage caused to the land or building by the affixing or removal of the goods.

7.2 If you fail to pay any expense or other amount required by clause 7.1 GMACA may pay the amount and include it in GMACA's enforcement expenses under this contract.

7.3 If GMACA asks you in writing to do so, you must inform GMACA within 7 days where the goods are and if they are not in your possession, give GMACA all the information in your possession that might assist GMACA to trace the goods.

8 YOUR OTHER RIGHTS AND OBLIGATIONS

8.1 You must immediately notify GMACA in writing of your or any guarantor's new residential or work address or of the new address of the premises where the goods are stored, before the address or addresses are changed.

8.2 You must immediately notify GMACA in writing of your new employment details or the new employment details of the guarantors before those details are changed.

8.3 You agree that if the Schedule indicates that the cost of any service or maintenance agreement is financed by GMACA the amount of any rebate paid by the provider of the service and maintenance services upon the early termination of the agreement is to be paid to GMACA if the unpaid balance of the loan is unpaid and you are in default under this contract.

8.4 If you ask GMACA in writing to sell the goods for you and you deliver them to GMACA so that it can do so, the unpaid balance of the loan and any other moneys payable under this contract will immediately become due and payable by you. The goods should be delivered to GMACA at its address in this contract or such other place as GMACA may advise you for the purposes of this clause. GMACA will sell the goods for you promptly.

8.5 (a) Where this contract is one to which the Consumer Credit Code applies and if you pay out the loan prior to the expiration of the term of the loan you will have to pay GMACA an early termination fee. The early termination fee will be payable at the time the unpaid balance of the loan and all other moneys payable under this contract are repaid. GMACA may at its absolute discretion waive all or any of the early termination fee in particular cases. The early termination fee will be calculated as follows:

An amount equal to the aggregate of:

- (i) a loan cancellation fee of \$50; and
- (ii) a prepayment charge calculated as follows:

$$\$600.00 \times \frac{M}{T}$$

Where: M = the number of months still to run in the term of this contract
T = the term of the loan in months.

(b) Where this contract is one to which the Consumer Credit Code does not apply and you pay out the loan prior to the expiration of the term of the loan, you will have to pay GMACA an amount equal to the total of:

- (i) the total amount repayable as set out in the schedule; and
- (ii) all fees and charges, not included in the total amount repayable, which are payable by you to GMACA up to that time (including the amount of any default interest under clause 4.2, any dishonour fee charged under clause 3.5, any deferral fee charged under clause 8.6, any coupon book fee and any government charges and duties charged under clause 3.1); and

(iii) any enforcement expenses that are payable;

less any payments paid under this contract.

8.6 If this contract is one to which the Consumer Credit Code does not apply and you ask GMACA to defer, vary or change a repayment or the date on which a repayment is due, you agree to pay GMACA a deferral fee. The deferral fee will be an amount equal to the unpaid balance of the loan as at the date of the deferral multiplied by the daily percentage rate and multiplied by the whole number of days over which the repayments are changed or deferred. The deferral fee will be payable on the date that the deferral, variation or change is made.

9 DEFAULT

9.1 You will be in default under this contract if:

- (a) you do not pay a repayment amount under this contract by the due date (for any reason);
- (b) you breach any other obligation under this contract or mortgage;

- (c) you are in default under any other contract between you and GMACA;
- (d) in GMACA's opinion, you are in breach of a warranty in clause 5 or any guarantor made any false representation which affected GMACA's decision to accept your offer and to enter into this contract, or both;
- (e) a trustee in bankruptcy, guardian, controller, administrator, receiver, receiver and manager, liquidator or provisional liquidator is appointed to you or to any guarantor or to both to administer your affairs or any guarantor's affairs or both or proceedings are commenced or a resolution is proposed or passed to do so;
- (f) the goods are totally or substantially lost, destroyed or damaged;
- (g) you or any guarantor or both die or become of unsound mind or are arrested and charged with any offence carrying a maximum period of imprisonment exceeding 3 months;
- (h) you are a partnership and a change occurs in the constitution of the partnership without GMACA's consent;
- (i) you are a trustee of a trust and you without GMACA's written consent cease to be the sole trustee, you do or omit to do anything in breach of the terms of the trust, capital of the trust is distributed, the trust is wound up or terminated or steps are taken to do so or an application is made or an order sought from, any court concerning the trustee assets or administration of the trust; or
- (j) the goods are used for the commission of any offence which might result in their confiscation or forfeiture to the Crown or attachment, execution or distress is levied against the goods, you or any of your goods or property.

9.2 If you are in default then if:

- (a) GMACA believes on reasonable grounds that it was induced to enter into this contract by your fraud; or
- (b) GMACA cannot locate you after making reasonable efforts to do so; or
- (c) GMACA serves a default notice on you and you fail to remedy the default set out in the default notice or remedy any further default of the same type within 30 days of receiving the default notice; or
- (d) GMACA believes on reasonable grounds that the default is not capable of being remedied and GMACA has served a default notice on you specifying the default; or
- (e) GMACA has obtained an order from a Court or Tribunal which authorises GMACA to commence enforcement proceedings without having to comply with the notice requirements of the Consumer Credit Code; or
- (f) GMACA believes on reasonable grounds that you have or you intend to remove or dispose of the goods without GMACA's written consent or that urgent action is necessary to protect the goods; or
- (g) this contract is one to which the Consumer Credit Code does not apply and GMACA has complied with the notice requirements of the Credit (Rural Finance) Act 1996 (Qld) if applicable and the Farm Debt Mediation Act 1994 (NSW) if applicable,

the unpaid balance of the loan will become immediately due and payable and GMACA may take possession of the goods and commence enforcement proceedings to recover the unpaid balance of the loan and any other moneys payable under this contract. GMACA may also cancel any insurance policy or maintenance agreement over which it has a mortgage. You authorise GMACA to include the expenses incurred by GMACA in serving any notice referred to in clause 9.2(c) or (d) or obtaining an order from a Court or Tribunal referred to in clause 9.2(e) in its enforcement expenses under this contract.

9.3 If you breach any obligation under this contract enforcement expenses may be incurred by GMACA and, if so, will immediately become payable by you under, and are authorised by, this contract.

10 TAKING POSSESSION OF, AND SELLING, THE GOODS

10.1 Where:

- (a) permitted by clause 9.2; or
- (b) where GMACA believes on reasonable grounds that the goods will be or have been removed, concealed, damaged or disposed of by you,

GMACA may take possession of the goods without further notice to you. For this purpose GMACA and its agents may enter any premises or land where it believes the goods are located. If this contract is one to which the Consumer Credit Code applies, neither GMACA nor any agent of GMACA will enter any part of the premises used for residential purposes for the purpose of taking possession of the goods unless authorised to do so by a court or the occupier has, after being informed in writing of the prohibition on GMACA or its agent entering such premises, consented in writing to GMACA or its agent doing so.

10.2 Where this contract is one to which the Consumer Credit Code applies and GMACA takes possession of the goods:

- (a) GMACA will give you a notice setting out the estimated value of the goods and all other information required by the Consumer Credit Code;

- (b) GMACA will not sell the goods for at least 21 days. Within that time you can get the goods back by:
- (i) paying GMACA the unpaid balance of the loan and any other moneys payable under this contract; or
 - (ii) remedying the default and paying GMACA's reasonable enforcement expenses and all other amounts which would have been due and payable at that time if the default had not occurred.

10.3 Where GMACA has taken possession of the goods, GMACA may, subject to compliance with the Consumer Credit Code (if applicable):

- (a) sell the goods by way of private sale, auction, or tender to a dealer in goods of the same kind and for cash or on terms, as GMACA sees fit;
- (b) exercise all other rights permitted by this contract or authorised or permitted by any Act;
- (c) exercise all rights able to be exercised by a mortgagee under a mortgage by deed;
- (d) execute any transfer, assignment, discharge or other instrument which GMACA considers necessary for the enforcement or protection of its rights. For that purpose, you irrevocably authorise GMACA to sign all such transfers, assignments, discharges and other instruments in your name; and
- (e) give valid discharges for any amounts payable in relation to the sale of the goods.

10.4 Any sale of the goods by GMACA under this clause will be effected for the best price reasonably obtainable by it. The net proceeds received by GMACA will be applied in accordance with clause 12. Any surplus will be returned to you.

10.5 You agree not to challenge any sale of the goods. You agree not to challenge any sale to a third party by GMACA on the ground that the sale was not authorised or that you were not given proper notice.

11 COMMISSION

11.1 You acknowledge that a commission relating to the loan is payable by GMACA to the dealer for introducing credit business or other business financed under this contract. You consent to the payment of this commission. If no amount of commission is shown in the Schedule it is because the amount was not ascertainable at the time this offer was signed by you.

11.2 A commission will be paid to the dealer by any insurer named in Part E1, 2 or 3 of the schedule in relation to that insurance. You agree to the payment of this commission. The amount of the commission is the amount shown in the schedule. If this contract is one to which the Consumer Credit Code applies and no amount is shown, it is 20% of the premium for any consumer credit insurance policy, and is not ascertainable at the time this offer was signed by you in relation to any comprehensive insurance policy or mechanical breakdown insurance policy.

11.3 A commission will be paid to the dealer by any insurer named in Part E4 of the Schedule. You agree to the payment of this commission.

11.4 A commission may be payable to GMACA by any insurer in respect of the insurance described in Part E of the Schedule. You agree to the payment of this commission. The amount of the commission payable by the insurer named in Part E4 is shown in the schedule, but only if it is ascertainable.

12 APPLICATION OF REPAYMENTS

12.1 Where this contract is one to which the Consumer Credit Code applies, you agree that all repayments and moneys received by GMACA under this contract should be applied by GMACA in the following order:

- (a) in payment of any amounts that are not included in the unpaid balance of the loan and are due and payable; and
- (b) in payment of the unpaid balance of the loan.

12.2 You agree to pay on demand any:

- (a) enforcement expenses;
- (b) dishonour fee;
- (c) account closing fee;
- (d) coupon book fee.

GMACA may debit each of the fees listed in Clause 12.2 to the unpaid balance of the loan.

12.3 If this contract is one to which the Consumer Credit Code does not apply, you agree that all repayments and moneys received by GMACA under this contract shall be applied by GMACA in the following order:

- (a) in repayment of any amount due under an agreement for the provision of maintenance in respect of the goods;
- (b) in repayment of GST;

- (c) in repayment of financial institutions duty;
- (d) in repayment of the total amount repayable;
- (e) in repayment of any default interest that has accrued but is unpaid;
- (f) in repayment of any other credit fees and charges due but unpaid; and
- (g) in repayment of GMACA's enforcement expenses.

12.4 You agree to pay GMACA all enforcement expenses, dishonour fees, coupon book fees and any default interest (if applicable) on demand.

13 POWER OF ATTORNEY

For valuable consideration and to secure the performance of your obligations under this contract, for as long as any money remains secured by the mortgage contained in clauses 1.3 and 1.5 you irrevocably appoint GMACA your attorney, with power to appoint substitutes and to remove those substitutes and appoint other substitutes to:

- (a) do anything or sign anything necessary to give GMACA a valid first ranking security interest in the goods;
- (b) do any thing or things you are required to do under this contract;
- (c) conduct and settle any dispute or legal action affecting the goods or any insurance policy in respect of the goods and give effectual receipts and releases in respect of same;
- (d) cancel any insurance policy or service and maintenance agreement financed under this contract;
- (e) do anything GMACA may reasonably do to protect its interest in the goods or to secure repayment of the unpaid balance of the loan; and
- (f) do all acts including executing any document which GMACA is of the opinion is necessary in respect of this contract.

14 MISCELLANEOUS

- 14.1 The acceptance of your offer by GMACA will of itself and without notice to you, create a contract governed by the law of the State or Territory you were ordinarily resident in when your offer is accepted by GMACA.
- 14.2 GMACA may unilaterally change the terms of the contract at any time without your consent. However it will not vary the amount or frequency of repayments or the annual percentage rate. GMACA will give you at least 20 days' written notice of any change.
- 14.3 Any provisions in this contract which are prohibited or are void or invalid by law will be ineffective to the extent of the prohibition or will be void or invalid without invalidating the remaining provisions of this contract. This contract must be construed as intended to operate in all respects to the maximum extent to which it can validly apply.
- 14.4 If the Declaration of the Purpose for which Credit is provided in the Schedule has been completed and is signed by you then this contract will not be a contract to which the Consumer Credit Code applies. This may affect your rights under the Consumer Credit Code to receive various notices and statements and to receive the benefit of certain protections and remedies under the Consumer Credit Code.
- 14.5 Where this contract is one to which the Consumer Credit Code applies, this contract is not to be read as:
- (a) excluding, modifying or restricting any of the rights, powers or duties conferred or imposed on GMACA or on you by or under the Consumer Credit Code;
 - (b) allowing the variation of the provisions of this contract or a guarantee in respect of this contract in any way not allowed by the Consumer Credit Code;
 - (c) requiring or securing (or purporting to do so) the payment of an amount or the performance of an obligation beyond that allowed by the Consumer Credit Code; or
 - (d) including a provision which is void under the Consumer Credit Code.

Where this contract is one to which the Consumer Credit Code applies this contract is to be read down (if possible) to the extent needed to prevent it having any of those effects. If that cannot be done, it takes effect as if it did not include any provision which causes it to have any of those effects.

- 14.6 GMACA may give or serve any notice or document on you by giving it to you in person, or by sending it by post to you at your usual or last place of residence or business, by sending it to you by facsimile transmission to your last known facsimile number or by transmitting it to you by any electronic device including without limitation by email or via the internet. It may be executed by GMACA or by any authorised officer or attorney. You may give or serve any notice or document on GMACA by sending (electronically or otherwise) or delivering it in person to GMACA's office shown above the Schedule, or any other place which GMACA notifies you in writing.

- 14.7 You agree that GMACA may give information about you, this contract and your performance of your obligations under this contract to the dealer, to any related corporation of GMACA, to any agent of GMACA and to any third party whom you have authorised to receive that information.
- 14.8 You agree that GMACA, any related corporation of GMACA, the dealer, and any agent of GMACA, or agent of a related corporation of GMACA, or any agent of the dealer may send you promotional material from time to time.
- 14.9 A guarantee will be or has been taken from each guarantor referred to in the Schedule. If no guarantor is named it is because no guarantee has been taken to guarantee your obligations under this contract.
- 14.10 You authorise GMACA to rectify any error made in processing or calculating any payment debit or credit made under this contract.
- 14.11 Before or after GMACA has become entitled to exercise its powers in clause 9.2, GMACA may at any time and from time to time in writing waive or waive on condition its rights including the right to require immediate payment of moneys immediately payable but no waiver or any indulgence shall be a waiver of any continuing or recurring default or breach and no waiver shall amount to a contract or variation of this contract unless stated in writing by GMACA.
- 14.12 You cannot assign this contract or this mortgage or any interest you may have in them without the prior written consent of GMACA. GMACA may at any time assign transfer or novate this contract or the mortgage free from any equity, set-off or counterclaim.
- 14.13 If the Disclosure/Signature Dates in the Schedule are not the same, the date of disclosure is the earliest date.
- 14.14 If you are a trustee of any trust you are liable under this contract both personally and as trustee of each trust.
- 14.15 A reference in this contract to any gender is a reference to all other genders.
- 14.16 If this contract is one to which the Consumer Credit Code does not apply, GMACA in GMACA's discretion may at any time apply any moneys received by GMACA from any source and any moneys payable by GMACA to you for any reason whatsoever towards satisfaction of any amount owing to GMACA under this contract.

15 DEFINED TERMS

- 15.1 Words defined in the Consumer Credit Code have the same meanings in this Contract and unless the context otherwise requires the following terms have the following meanings:
- “annual percentage rate” means the annual percentage rate specified in the Schedule;
- “authorised dealer” means, in respect of the goods, a dealer appointed by the supplier of the goods to perform service and repair work on goods manufactured or distributed by that supplier or a repairer otherwise agreed in writing by you and GMACA;
- “Consumer Credit Code” means the Consumer Credit Code of the State or Territory in which you reside on the date this offer is accepted;
- “daily percentage rate” means the annual percentage rate divided by 365;
- “dealer” means the dealer who supplies the goods or has agreed to supply or to procure the supply of the goods to you and whose name appears above the schedule and every related corporation of the dealer and, if more than one dealer was involved in supplying the goods and/or arranging for your offer to be submitted to GMACA, includes each person who did this;
- “early termination fee” means the fee calculated in accordance with clause 8.5(a) which is payable if this is a contract to which the Consumer Credit Code applies and you pay out this contract in full before the expiration of the term of the loan;
- “enforcement expenses” means all reasonable expenses reasonably incurred by GMACA in protecting its rights under this contract or in protecting the goods and includes amounts incurred or expended by GMACA in issuing and delivering default notices, collecting arrears, locating the goods for the purpose of inspecting or repossessing them, attempting to or repossessing the goods, restoring the goods to saleable condition, storing the goods, discharging any lien or other encumbrance claimed by any person over the goods and otherwise in preserving or maintaining the goods after a breach occurs under this contract and where appropriate the fees charged by a duly qualified legal practitioner;
- “event of default” means an event or occurrence set out in clause 9.1;
- “excess wear and use” means (a) glass that is damaged or broken or that has been tinted; (b) damaged body; (c) missing equipment or accessories that was or were in the goods when it was delivered to you and has or have not been replaced with equipment or accessories of equal quality and design; (d) missing wheel covers, jacks or wheel wrench; (e) unsafe wheels or tyres; (f) any tyres not having tread known in the used car trade as “saleable tread”; (g) torn, damaged or stained dash, floor covers, seats, headlights, upholstery, interior work or boot liner; (h) damage or other condition that makes the goods unsafe or unlawful to operate; (i) any mechanical damage or other condition that causes the goods to operate in a noisy, rough or improper manner; and (j) any other damage not covered by insurance;

"final repayment date" means the date when the final repayment is due to be paid by you;

"goods" means the goods described and identified in the Schedule and includes all accessories and any replacement parts fitted to the goods and any goods acquired by you in replacement of the goods;

"GMACA" means General Motors Acceptance Corporation, Australia ARBN 007 480 382 ABN 63 007 480 382 incorporated in the State of Delaware, USA; Limited Liability, the credit provider under this contract;

"GST" means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 or any other legislation imposing a notional liability to GST;

"guarantee" means any guarantee or guarantee and indemnity given by any guarantor named in the Schedule in respect of your obligations under this contract;

"Holden Financial Services" means GMACA trading as Holden Financial Services;

"interest rebate" means where this contract:

(a) is to be repaid by regular repayments the amounts derived by the following formula:

$$IR = IC \times \frac{M \times (M + 1)}{T \times (T + 1)}$$

Where:

IR = Interest rebate;

M = Number of months still to run in the term of this contract;

T = Term of loan in months;

IC = Total amount of the interest charges payable under the contract;

(b) where this contract is to be repaid by irregular repayments the amount equal to the difference between:

(i) the total amount of interest charges stated in the schedule; and

(ii) the interest that has accrued at the relevant date calculated at the monthly percentage rate on a monthly basis on the repayments which have fallen due at the relevant date;

"irregular repayments" means a sequence of repayments other than a sequence of regular repayments;

"loan" means the finance provided to you under this contract by GMACA providing the amount of credit in accordance with clause 1.1;

"monthly percentage rate" means the annual percentage rate divided by 12;

"mortgage" means the mortgage which you give to GMACA under clause 1.3 over the goods described in the Schedule and under clause 1.5 over any insurance policy or service and maintenance agreement;

"net proceeds" means the gross proceeds of sale of the goods received by GMACA less all the costs and expenses of and incidental to the sale (including any GST payable by GMACA in relation to the sale);

"normal wear and tear" means, in respect of the goods at any time, the gradual reduction and operating performance of the goods having regard to the age of the goods at that time and the distance the goods have travelled at that time;

"owners manual" means the manual supplied by the supplier for the goods;

"purchase date", in relation to the Purchase Plus Option means the date for payment of the final repayment under this contract;

"Purchase Plus Option" means the appointment of GMACA as your agent to sell the goods in accordance with the terms and conditions set out in clause 16;

"purchase price", in relation to the Purchase Plus Option, means the purchase price as defined in clause 16.1;

"regular repayments" means a sequence of repayments where the repayments are all equal consecutive monthly payments;

"SAAB Finance" means GMACA trading as SAAB Finance;

"Schedule" means the Schedule to this booklet of terms and conditions which is a physically separate document;

"Smart Buy Option" refers to the Purchase Plus Option set out in clause 16 and has the meaning given to "Purchase Plus Option" in this document;

"supplier" means, in respect of the goods the manufacturer or Australian importer and distributor of the goods;

“this contract” and “the contract” means your offer to GMACA to enter into a loan and Mortgage transaction on the terms and subject to the conditions set out in the Schedule and in the booklet entitled “Loan Contract and Mortgage Terms and Conditions;”

“total amount repayable” means the total of the amount of credit plus the total amount of interest charges as stated in the schedule;

“truck” means a motor vehicle with a gross vehicle mass exceeding 3000 kilograms;

“unpaid balance of the loan” means at any time:

- (a) if this contract is one to which the Consumer Credit Code applies, the sum of all amounts that have been debited to your loan contract account less amounts that have been credited;
- (b) if this contract is one to which the Consumer Credit Code does not apply, the sum of:
 - (i) the total amount repayable as set out in the schedule; and
 - (ii) all fees and charges, not included in the total amount repayable, which are payable by you to GMACA up to that time (including the amount of any default interest under clause 4.2, any dishonour fee charged under clause 3.5, any deferral fee charged under clause 8.6, any coupon book fee and any government charges and duties charged under clause 3.1); and
 - (iii) any enforcement expenses that are payable:
less any payments paid under this contract and the amount of the interest rebate;

“you” and “your” means the person or persons described in, and signing the Schedule as, the “borrower”; and “your offer” means your offer to GMACA to enter into a loan agreement and mortgage on the terms and subject to the conditions set out in the Schedule and in this separate booklet entitled “Loan Contract and Mortgage Terms and Conditions”.

- 15.2 If the borrower is more than one person, this contract binds those people jointly and each of them severally; the singular includes the plural and vice versa; “borrower” includes the legal personal representatives and successors of the borrower; “GMACA” includes GMACA, its principals, nominees and assigns.

16 PURCHASE PLUS OPTION

- 16.1 If the standard kilometre allowance has been completed in the Schedule under the heading “Purchase Plus Option” an authorised officer of GMACA has signed the “acceptance” panel below the Schedule GMACA offers to purchase or arrange for the purchase of the goods from you at a “purchase price” (inclusive of any GST payable by you in relation to the purchase) equal to the final repayment stated in the Schedule less any excess wear and use payment (as defined in clause 16.7) and any excess kilometre payment (as defined in clause 16.8), subject to the following conditions.

16.2 You may accept this offer by:

- (a) giving GMACA written notice of your intention to accept this offer not earlier than 35 days or later than 14 days before the date for payment of the final repayment under this contract (“the purchase date”); and
- (b) delivering to GMACA all necessary documentation completed and signed so as to effect the transfer of ownership and registration of the goods to GMACA (or its nominated agent);
- * (c) delivering the goods to GMACA (or its nominated agent) to the address GMACA directs at a time no later than 4.00pm on the purchase date; and
- (d) paying GMACA a disposal fee of \$385.00 at a time no later than 4.00pm on the purchase date.

16.3 This offer will lapse if at the time you deliver the goods under clause 16.2(c) -

- (a) you are in default under this contract or you have been in default under this contract at any time;
- (b) the goods are not owned by you and mortgaged to GMACA or you have sold your interest in the goods or created any other security interests in the goods;
- (c) you have not had the goods serviced and maintained as described in the owner’s manual or have not had the goods rectified in accordance with any recall campaign by the supplier;
- (d) you have altered the goods (including adding or taking away any accessories) without first obtaining GMACA’s written consent;
- (e) the goods are not registered under the applicable motor traffic legislation;
- (f) you have repaid the contract in full before the purchase date; or
- (g) GMACA has previously accepted any requests to change a repayment date or to defer or change any repayment made by you -

unless GMACA in its absolute discretion advises you in writing that the offer has been lapsed.

- 16.4 In addition to the conditions specified in clause 16.3, this offer is subject to the further condition that you must take the goods to the place specified by GMACA in a notice to you before the purchase date (or to a place otherwise agreed with GMACA) so that GMACA may make a preliminary appraisal of the condition of the goods for the purpose of assessing whether the goods are suffering from any excess wear and use and, if so, to estimate to you the amount of excess wear and use payment.
- 16.5 If GMACA has previously accepted any request to change a repayment date or defer or change any repayments payable by you and GMACA has advised you in writing that the offer to purchase the goods has not lapsed, then the purchase price will be lesser of the final repayment as set out in the notification or change of the terms of this contract or the final repayment as stated in the Schedule.
- 16.6 If you accept this offer:
- (a) you authorise GMACA to execute all documents necessary to transfer title in the goods to GMACA or its nominated agents;
 - (b) you will be deemed to have instructed GMACA (or its nominated agent) to set off the purchase price against your obligation to pay the final repayment under the contract and GMACA will (or will procure its nominated agent) to so apply the purchase price; and
 - (c) all stamp duty payable on the transfer of registration will be paid by GMACA (or its nominated agent).
- 16.7 You will pay GMACA an "excess kilometre payment" if the actual distance which the goods have travelled on the purchase date (the "actual kilometres") less the initial kilometres stated in the Schedule (if any) is more than the standard allowance multiplied by the number of years in the term of the loan as stated in the Schedule (the "standard kilometre allowance for the term"). The number (if any) by which the actual kilometres exceeds the standard kilometre allowance for the term of the loan is the "excess kilometres".

The excess kilometres payment will be calculated by multiplying the excess kilometres by the number of cents per kilometre rate equal to the maximum relevant number of cents per kilometre shown below (for the whole of the excess):

If number of kilometres in excess of standard allowance for the term is:	¢ per kilometre for all vehicles except trucks	¢ per kilometre for trucks
Not more than 15,000 kilometres	8.8	19.8
Not more than 25,000 kilometres	11	23.1
More than 25,000 kilometres	13.2	28.6

- 16.8 If on the purchase date the goods are suffering from "excess wear and use" you will pay GMACA an "excess wear and use payment" equal to the amount which GMACA estimates that it will cost to make all the repairs to the goods which arise because of that excess wear and use or, if GMACA does not make those repairs, to compensate GMACA for the decrease in value of the goods arising from that excess wear and use.

If you do not agree with the amount of any excess wear and use payment calculated by GMACA you may obtain at your expense a professional appraisal of the cost to make those repairs to the goods which arise because of excess wear and use of the goods. The person who carries out the appraisal will be an independent third party acceptable to GMACA as well as to you. If you do obtain such an appraisal, the excess wear and use payment will be the amount set out in that appraisal.

17 GOODS AND SERVICES TAX

17.1 Unless otherwise expressly stated, in this clause 17:

- (a) the expressions "consideration", "recipient", "supply", "tax invoice" and "taxable supply" have the meanings and usages given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") or any other legislation imposing a notional liability to GST;
- (b) "supplier", in relation to a supply, means the entity who made the supply; and
- (c) "input tax credit" has the meaning given to that expression in the GST Act and includes (as appropriate) a reduced input tax credit under Division 70 and an adjusted tax credit under Division 132 of the GST Act.

17.2 Unless otherwise expressly stated, the parties agree that:

- (a) all amounts payable under or in accordance with this document for which an amount is specified take account of GST, if applicable, at the rate which applies under the GST Act at the date of this document; and
- (b) amounts payable under or in accordance with this document for which an amount is not specified (including amounts that are required to be calculated and any amounts required to be paid in relation to any warranty, indemnity or breach of this document), must be calculated to take account of GST, if applicable, so that, after the supplier meets the GST

liability, it retains the net amount. The net amount for the purpose of this clause 17.2(b) is the consideration that would be retained by the supplier but for the imposition of GST.

17.3 If:

- (a) GST is imposed in respect of a supply made under or in accordance with this document at a rate other than that contemplated by the GST Act at the date of this document; or
- (b) the manner in which the GST Act or regulations under the GST Act apply to this document is altered because of any amendment to, or change in the interpretation or application of, the GST Act or such regulations (or for any other reason whatsoever);

and, as a result, additional GST is payable by GMACA in respect of a taxable supply made under this agreement, you must pay to GMACA an amount equal to the increase in GST payable under paragraph (a) or (b) on or for the taxable supply within 5 business days of GMACA's written request.

17.4 If the result of paragraph 17.3(a) or 17.3(b) is that a lesser amount of GST is payable under this agreement, GMACA must:

- (a) if you have already paid the GST calculated in accordance with this document, refund to you an amount equal to the decrease in GST payable under paragraph 17.3(a) or 17.3(b) on or for the taxable supply; or
- (b) if you have not already paid the amount of GST calculated in accordance with this document, reduce the amount which you would otherwise be obliged to pay by an amount equal to the decrease in GST payable.

17.5 If this document requires you to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by GMACA, the amount required to be paid, reimbursed or contributed by you will be the amount of the reimbursable expense net of any input tax credits to which GMACA is entitled in respect of the reimbursable expense plus, if the reimbursable expense is in respect of a taxable supply by GMACA, an amount equal to the GST payable by GMACA in respect of that supply.

17.6 Subject to the requirements of the GST Act, if GMACA gives notice to you in relation to a calculation of consideration under this clause, giving reasonable details of the calculation, it will be binding on the Lessee in the absence of manifest error.

17.7 GMACA may treat any sale of the goods by GMACA as a taxable supply if:

- (a) The Declaration of Purpose for which Credit is provided in the Schedule has been completed is signed by you, and;
- (b) You have not given GMACA a written notice stating that the sale would not be a taxable supply if you were to sell the goods and stating fully the reasons why the sale would not be a taxable supply.



GENERAL MOTORS ACCEPTANCE CORPORATION, AUSTRALIA A.R.B.N. 007 480 382
 of 6/499 St Kilda Road Melbourne, VIC 3004 (Branch address)
 Incorporated in the state of Delaware, U.S.A. -Limited Liability ("GMACA")

LOAN CONTRACT AND MORTGAGE
NUNAWADING HYUNDAI & CHRYSLER ("the Dealer")

You (being each borrower named in Part A of the Schedule) hereby offer to borrow the amount of credit described in Part C of the Schedule from General Motors Acceptance Corporation, Australia ("GMACA") (the credit provider) and grant a mortgage over the goods described in Part D of the Schedule and over any insurance policy or service and maintenance agreement purchased with the amount of credit. This offer is made on the terms and conditions contained in the separate booklet entitled *Loan Contract and Mortgage Terms and Conditions* (the "terms and conditions") and the terms set out in the Schedule. Amounts payable include GST, where applicable.

SCHEDULE

A. BORROWER

1. Full Name: Ms [REDACTED]
 Address: [REDACTED]

B. DISBURSEMENT OF AMOUNT OF CREDIT

\$ 16,504.00	To the Dealer	\$ 0.00	To
\$ 0.00	To GMACA to repay existing loan	\$ 0.00	To
\$ 0.00	To the Insurer named in E1	\$ 250.00	To GMACA for establishment fee
\$ 0.00	To the Insurer named in E2	\$ 50.00	To GMACA for coupon book fee
\$ 0.00	To the Insurer named in E3	\$ 0.00	To relevant Government Authority for stamp duty
\$ 0.00	To the Insurer named in E4	\$ 16,804.00	TOTAL - Amount of Credit
\$ 0.00	To you		

C. FINANCIAL TABLE

1. Amount of Credit	\$ 16,804.00
2. Annual percentage rate	15.5500 %
3. Total amount of interest charges payable	\$ 7,488.20
4. Repayments:	
Total amount of repayments	\$ 24,292.20
Total number of repayments	60
Repayable by:	
60 consecutive	monthly
repayments each of \$ 404.87	commencing
one month from the date the amount of credit is lent	

5. Retained credit fees and charges
- An establishment fee of \$ 250.00 is payable on the date this offer is accepted. The establishment fee is included in the amount of credit.
 - A dishonour fee of \$15 will be payable immediately upon the dishonour of a repayment in accordance with clause 3.5 of the terms and conditions.
 - An early termination fee calculated in accordance with clause 8.5 of the Terms and Conditions will be payable if and when you pay out the loan in full before the expiration of the term of the loan.
 - An account closing fee of up to \$20 may be payable when the loan is paid out in full.
 - A coupon book fee of \$50 will be charged to your loan account for each coupon book required.
 - If this contract is one to which the Consumer Credit Code does not apply, you may have to pay a deferral fee in accordance with clause 8.6.

6. Non-retained credit fees and charges

To relevant government authority for stamp duty	\$ 0.00
To for.....	\$ 0.00
Total non-retained credit fees and charges.	\$ 0.00

The above non-retained credit fees and charges are included in the amount of credit and are payable on the date this offer is accepted.

7. The financial information in Item 5 is subject to change and the change can be made without your consent (see Terms and Conditions, clause 14.2)

(All repayments include FID except in Queensland)

D. MORTGAGE AND GUARANTEE

1. If goods are identified in the space immediately below, you have agreed to enter into a mortgage over the goods. Otherwise there is no goods mortgage.

New/Used	USED	Year	1997	Colour	[REDACTED]	Registration Number	[REDACTED]
Make	KIA	Model	[REDACTED]	Body	WAGON		
Engine	[REDACTED]	VIN	[REDACTED]	State of Registration	VIC		

2. If any insurance policy is financed under this contract you agree to mortgage the amount of any premium rebate or refund payable if the insurance is cancelled (see Terms and Conditions, clause 6.2(c)).
3. If any service or maintenance agreement is financed under this contract (see Part B), you agree to mortgage the amount of any rebate payable if the agreement is cancelled (see Terms and Conditions, clause 8.3).
4. A guarantee of your obligations under this contract has been taken by GMACA from

No Guarantee applies.

E. FINANCED INSURANCE

1. Insurer 1	Comprehensive Credit Insurance	
Name of Insurer (1):	(Mortgaged Property Insurance)	
Premium	\$	
Term of insurance(1)		months
2. Insurer 2	Consumer Credit Insurance	
Name of General Insurer (2):		
Total Premium:	\$	
Term of Insurance(2):		months
3. Insurer 3	Mechanical Breakdown Insurance	
Name of Insurer (3)	(Mortgaged Property Insurance)	
Premium:	\$	
Term of insurance unascertainable		
4. Insurer 4	Other Insurance	
Name of Insurer (4)		
Premium:	\$	
Term of insurance (4):		months

F. COMMISSION CHARGES

1. Commission is payable by GMACA to the Dealer for the introduction of credit business but the amount is unascertainable by GMACA unless stated \$ [REDACTED]
2. Commission is payable to the Dealer by the Insurers referred to in Part E. If this contract is one to which the Consumer Credit Code applies, the amount (or the proportion of the premium) of each commission is not ascertainable by GMACA unless stated below
- | | | | |
|-----------|----|-----|----|
| Insurer 1 | \$ | (or | %) |
| Insurer 2 | \$ | (or | %) |
| Insurer 3 | \$ | (or | %) |
3. Commission is payable by [REDACTED] to GMACA in respect of the insurance described in Part E4, but the amount is not ascertainable by GMACA unless stated below.
- | | | | |
|-----------|----|-----|----|
| Insurer 4 | \$ | (or | %) |
|-----------|----|-----|----|

G. INSURANCE

(To be completed if comprehensive insurance is NOT financed)
GMACA's interest is noted

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Policy No.	123630 [REDACTED]
Expiry date	06/03/02		
Name of Insurer	GOVERNMENT INSURANCE OFFICE (NSW)		

IMPORTANT

BEFORE YOU SIGN

- READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT."
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- Do not sign this contract document if there is anything you do not understand.

THINGS YOU MUST KNOW

- You can withdraw this offer any time before GMACA accepts it. When GMACA does accept it, you are bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling GMACA in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. If this contract document says so, you must take out insurance over any mortgaged property.
- If you take out insurance, GMACA cannot insist on any particular insurance company.
- If this contract document says so, GMACA can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, GMACA can charge a fee if you pay out your contract early.

LOAN CONTRACT AND MORTGAGE TERMS AND CONDITIONS

GMACA may accept your offer by an authorised officer of GMACA signing in the "acceptance" panel below the Schedule. If GMACA accepts your offer, you and GMACA agree as follows:

1 PROVISION OF LOAN AND MORTGAGE

- 1.1 Subject to clause 2, GMACA will, upon request, provide the amount of credit shown in Part B of the Schedule to you by paying the amounts listed in Part B to the payees named in Part B. The total of these amounts is equal to the amount of credit. You may terminate this contract before you have obtained or attempted to obtain any credit under it. If you do so, however, GMACA may retain or require payment of fees or charges incurred before the termination and which would have been payable under this contract.
- 1.2 Except to the extent that amounts for them are included in Part C6 of the Schedule under the heading "non-retained credit fees and charges", GMACA will bear any contract stamp duty and mortgage stamp duty and all legal and other fees incurred by it for the preparation, execution, stamping and registration of this contract.
- 1.3 In consideration of GMACA agreeing to provide the amount of credit under clause 1.1 and to secure the due and punctual payment by you of the unpaid balance of the loan and the performance by you of your other obligations under this contract, you agree to transfer by way of mortgage the whole of your right, title and interest in and to the goods to GMACA. You convey your interest as beneficial owner to GMACA by taking possession of the goods or by GMACA paying any part of the purchase price for the goods, whichever occurs first.
- 1.4 You agree with GMACA that for the purposes of the Chattel Securities Act 1987 (Vic), the Chattel Securities Act 1987 (WA) or any equivalent legislation in any other State or Territory GMACA's security interest in the goods is a legal interest.
- 1.5 You further agree to grant a mortgage to GMACA over any insurance policy financed by GMACA under this contract in accordance with clauses 6.2(c) and 6.4 and over any service and maintenance agreement financed under this contract in accordance with the terms of clause 8.3.

2 CONDITIONS PRECEDENT

GMACA's obligation to provide any part of the amount of credit to you or to do anything else under this contract is subject to and conditional upon GMACA being satisfied that:

- (a) this contract complies with all legal requirements relating to it;
- (b) you having received all statements and information required by law to be given to you;
- (c) any mortgage and any guarantee has been given is valid and binding on you and the guarantor; and
- (d) no event of default has occurred and is continuing.

GMACA may at its option, terminate this contract if the conditions in clause 2 have not been satisfied within two months from the date GMACA accepts this contract.

3 REPAYMENT

- 3.1 You agree with GMACA to repay the amount of credit and to pay the interest charges by paying the repayments set out in the schedule at the times set out in the Schedule. Where this contract is one to which the Consumer Credit Code applies you may pay out this contract at any time, by paying to GMACA the unpaid balance of the loan any fees and charges not included as part of the unpaid balance of the loan that are payable including the early termination fee. Where this contract is one to which the Consumer Credit Code does not apply you may pay out the contract at any time by paying to GMACA the amount set out in clause 8.5(b). You agree with GMACA to pay any credit fees and charges set out in the schedule at the times shown in the Schedule, and any GST, government charges and duties on receipts and withdrawals that are charged in respect of your loan or the repayments and any reasonable enforcement expenses incurred by GMACA under this contract or the mortgage. You authorise GMACA to debit all unpaid fees and charges to the loan account.
- 3.2 You are personally liable to pay the unpaid balance of the loan, any credit fees and charges not included as part of the unpaid balance of the loan and the early termination fee, if applicable. You are not relieved of this liability just because a mortgage or guarantee is given.
- 3.3 All repayments under this contract must be made to GMACA in one of the following manners:
 - (a) by direct debit to your bank account, at the initiation of GMACA pursuant to your express written authority;
 - (b) by payment to GMACA at any branch of the Australian Post Office;
 - (c) by post to GMACA addressed to GPO Box 1724P Melbourne 3001 or at such other address as GMACA may tell you in writing is to be the replacement for this address; or
 - (d) in such other manner as GMACA may direct or approve in writing from time to time.

GMACA may withdraw or change any method of payment at any time and from time to time.

- 3.4 In the case of each repayment, you will provide the recipient of the repayment with sufficient information to enable GMACA to identify the contract with respect to which the repayment is made and the amount of the repayment made in respect of this contract. Unless otherwise stated above, all payments must be made by cash or cheque.
- 3.5 A repayment will not be considered to have been made by you if the cheque or direct debit is dishonoured or charged back to GMACA. You authorise GMACA to debit your loan account with an amount not exceeding the dishonour fee set out in the Schedule each time a cheque or payment made by you is dishonoured.
- 3.6 Repayments made by you under this contract, which are received by GMACA after the close of business will be credited to the unpaid balance of your loan the next business day.
- 3.7 You will pay whatever you have to pay to GMACA under this contract without deduction and without any set-off or counterclaim.

4 INTEREST CHARGES

4.1 Where this contract is one to which the Consumer Credit Code applies:

- (a) interest charges will be calculated on a daily basis on the unpaid balance of the loan at the daily percentage rate;
- (b) interest charges will be accrued daily in arrears and debited to your account on the first day of each month; and
- (c) if you pay out the loan before the expiration of the term of the loan, GMACA will debit your account with the interest charges payable calculated in arrears from the preceding month up to and including the payment date.

4.2 Where this contract is one to which the Consumer Credit Code does not apply:

- (a) you agree to pay the total amount of interest charges payable as set out in the Schedule;
- (b) in addition you agree to pay GMACA default interest at the daily percentage rate on any money payable under this contract which is overdue. Default interest will accrue and be payable daily from the time the amount is due to be paid until it is paid.

5 WARRANTIES

You warrant:

- (a) the truth of all statements made by you or on your behalf to GMACA or any of its agents or the dealer before acceptance of your offer by GMACA; and
- (b) that, except for rights of others created by the dealer, the goods are free of all mortgages, charges, liens and other encumbrances for the benefit of any person, other than the mortgage to GMACA which is contained in clause 1.3 of this contract.

6 YOUR INSURANCE OBLIGATIONS

6.1 You must:

- (a) insure the goods at your own expense with an insurance company approved by GMACA and keep them insured with such a company until the unpaid balance of the loan and any other moneys owing under this contract has been paid on the following basis:
 - (i) the policy must contain such terms, conditions, exclusions and exceptions as GMACA approves, must be taken out in your name and GMACA's interest as mortgagee must be noted on the policy;
 - (ii) the goods must be insured for not less than their full insurable value or any other amount agreed by GMACA against fire, accident, theft and such other risks as GMACA may reasonably require if it were arranging and paying for the insurance itself; and
 - (iii) the policy must be enforceable and not subject to being defeated or avoided or having liability under it declined by reason of any non-disclosure, misrepresentation or breach of warranty;
- (b) pay all insurance premiums immediately they fall due for payment and, when requested, hand to GMACA all insurance policies and proof of payment of the premiums and currency of the cover;
- (c) not do or fail to do anything which might allow the insurer to refuse a claim under any insurance of the goods;
- (d) notify GMACA in writing immediately if the goods are lost, damaged or destroyed or if any event occurs which gives rise to a claim under any insurance policy and of any cancellation change or rejection of any insurance policy; and
- (e) pay any "excess" or similar amount payable when a claim is made under any such insurance policy.

- 6.2 If the Schedule indicates that the cost of any insurance premium is financed by GMACA:
- (a) despite clause 6.1(a), you do not have to take out that insurance for the period in which the cost of the insurance premium is financed by GMACA;
 - (b) GMACA will be entitled at its discretion to cancel that insurance if you are in default under this contract; and
 - (c) the amount of any rebate or refund of the premium allowed by the insurer upon any early termination of any insurance contract including without limitation any total or substantial loss or destruction of the goods may be recovered by GMACA and set-off against the unpaid balance of the loan and any other moneys due under this contract. Any surplus will be returned to you.
- 6.3 If you fail to pay any insurance premium required by clause 6.1 or any "excess" GMACA may pay the premium or the excess and include it in GMACA's enforcement expenses under this contract.
- 6.4 As security for the loan GMACA is entitled, if there is any damage to, or loss of, the goods to receive all money payable under any policy covering that damage or loss which is not used to repair or reinstate the goods. Any such money received by GMACA will be set-off against the unpaid balance of the loan and any other moneys due under this contract. Any surplus will be returned to you.
- 6.5 If an amount for insurance which provides cover against the difference between the amount due under this contract and the value of the goods if they are destroyed or damaged is included in the amount of credit in the Schedule, you acknowledge that the insurance is for the benefit of GMACA and GMACA is entitled to receive all money payable under the policy.
- 6.6 If mechanical breakdown insurance is financed under this contract, the term of the insurance contract is not ascertainable at the time your contract was signed by you.

7 LOOKING AFTER THE GOODS

- 7.1 You agree:
- (a) at your expense (as to materials and labour) to keep the goods in good order and repair so that at all times the goods are in first class condition for goods of that description and ensure the goods are regularly serviced in accordance with the manufacturer's recommendations;
 - (b) to use the care of a cautious and prudent owner to prevent damage to the goods or their loss or destruction and to indemnify GMACA in respect of any loss or damage to the goods (however it is caused) and, except to the extent prohibited by law, against all claims and costs (however they arise) resulting from the use, operation and keeping of the goods;
 - (c) if the goods are damaged or require repair, maintenance or servicing, to have the goods repaired, maintained or serviced on terms which do not create a lien over the goods and to pay for all repair, maintenance and servicing to the goods promptly;
 - (d) to keep the goods properly stored when not in use and, on request, to notify GMACA of the location of the goods and to produce the goods for inspection;
 - (e) to keep the goods registered and pay all premiums for third party insurances and any other fees and charges required by law and if the registration number of the goods is changed, notify GMACA in writing immediately;
 - (f) not to use, or permit the use of, the goods for any illegal purpose or in breach of any Act relating to their use or keeping including without limitation all environmental laws and to ensure at all times they are used properly, safely and without risk to health and by properly qualified personnel;
 - (g) not to conceal the goods or part with possession of the goods or, without first obtaining GMACA's written consent, create any lien, charge or mortgage over the goods or purport to do so or pledge, let, assign, sell or part with the goods for any interest or benefit under this contract or attempt or purport to do so;
 - (h) not to permanently remove the goods from the State or Territory where they are first registered or to re-register the goods in any other State or Territory without first obtaining GMACA's written consent and procuring registration of GMACA's security interest in the goods under any legislation in force in that State or Territory permitting or requiring registration of security interests of mortgagees in goods;
 - (i) not to detach the goods from any vehicle or other machine of which they form part or to which they are ancillary unless you first obtain GMACA's consent in writing and where GMACA's consent is given, it may be given subject to whatever conditions GMACA sees fit to impose;
 - (j) that all accessories now or in the future supplied with or attached to the goods will become part of the goods;
 - (k) not to alter the goods or any identifying mark or number in any way, including without limitation by adding or removing any accessories without the prior written consent of GMACA; and

- (l) not to cause or permit the goods to be affixed to any land or building without the prior written consent of GMACA and where GMACA's consent is given you permit GMACA to enter onto the land or into the building to which the goods are affixed. Where at any time the goods are affixed to any land or building you will be responsible for any damage caused to the land or building by the affixing or removal of the goods.

7.2 If you fail to pay any expense or other amount required by clause 7.1 GMACA may pay the amount and include it in GMACA's enforcement expenses under this contract.

7.3 If GMACA asks you in writing to do so, you must inform GMACA within 7 days where the goods are and if they are not in your possession, give GMACA all the information in your possession that might assist GMACA to trace the goods.

8 YOUR OTHER RIGHTS AND OBLIGATIONS

8.1 You must immediately notify GMACA in writing of your or any guarantor's new residential or work address or of the new address of the premises where the goods are stored, before the address or addresses are changed.

8.2 You must immediately notify GMACA in writing of your new employment details or the new employment details of the guarantors before those details are changed.

8.3 You agree that if the Schedule indicates that the cost of any service or maintenance agreement is financed by GMACA the amount of any rebate paid by the provider of the service and maintenance services upon the early termination of the agreement is to be paid to GMACA if the unpaid balance of the loan is unpaid and you are in default under this contract.

8.4 If you ask GMACA in writing to sell the goods for you and you deliver them to GMACA so that it can do so, the unpaid balance of the loan and any other moneys payable under this contract will immediately become due and payable by you. The goods should be delivered to GMACA at its address in this contract or such other place as GMACA may advise you for the purposes of this clause. GMACA will sell the goods for you promptly.

8.5 (a) Where this contract is one to which the Consumer Credit Code applies and if you pay out the loan prior to the expiration of the term of the loan you will have to pay GMACA an early termination fee. The early termination fee will be payable at the time the unpaid balance of the loan and all other moneys payable under this contract are repaid. GMACA may at its absolute discretion waive all or any of the early termination fee in particular cases. The early termination fee will be calculated as follows:

An amount equal to the aggregate of:

- (i) a loan cancellation fee of \$50; and
- (ii) a prepayment charge calculated as follows:

$$\$600.00 \times \frac{M}{T}$$

Where: M = the number of months still to run in the term of this contract
T = the term of the loan in months.

(b) Where this contract is one to which the Consumer Credit Code does not apply and you pay out the loan prior to the expiration of the term of the loan, you will have to pay GMACA an amount equal to the total of:

- (i) the total amount repayable as set out in the schedule; and
- (ii) all fees and charges, not included in the total amount repayable, which are payable by you to GMACA up to that time (including the amount of any default interest under clause 4.2, any dishonour fee charged under clause 3.5, any deferral fee charged under clause 8.6, any coupon book fee and any government charges and duties charged under clause 3.1); and

(iii) any enforcement expenses that are payable;

less any payments paid under this contract.

8.6 If this contract is one to which the Consumer Credit Code does not apply and you ask GMACA to defer, vary or change a repayment or the date on which a repayment is due, you agree to pay GMACA a deferral fee. The deferral fee will be an amount equal to the unpaid balance of the loan as at the date of the deferral multiplied by the daily percentage rate and multiplied by the whole number of days over which the repayments are changed or deferred. The deferral fee will be payable on the date that the deferral, variation or change is made.

9 DEFAULT

9.1 You will be in default under this contract if:

- (a) you do not pay a repayment amount under this contract by the due date (for any reason);
- (b) you breach any other obligation under this contract or mortgage;

- (c) you are in default under any other contract between you and GMACA;
- (d) in GMACA's opinion, you are in breach of a warranty in clause 5 or any guarantor made any false representation which affected GMACA's decision to accept your offer and to enter into this contract, or both;
- (e) a trustee in bankruptcy, guardian, controller, administrator, receiver, receiver and manager, liquidator or provisional liquidator is appointed to you or to any guarantor or to both to administer your affairs or any guarantor's affairs or both or proceedings are commenced or a resolution is proposed or passed to do so;
- (f) the goods are totally or substantially lost, destroyed or damaged;
- (g) you or any guarantor or both die or become of unsound mind or are arrested and charged with any offence carrying a maximum period of imprisonment exceeding 3 months;
- (h) you are a partnership and a change occurs in the constitution of the partnership without GMACA's consent;
- (i) you are a trustee of a trust and you without GMACA's written consent cease to be the sole trustee, you do or omit to do anything in breach of the terms of the trust, capital of the trust is distributed, the trust is wound up or terminated or steps are taken to do so or an application is made or an order sought from, any court concerning the trustee assets or administration of the trust; or
- (j) the goods are used for the commission of any offence which might result in their confiscation or forfeiture to the Crown or attachment, execution or distress is levied against the goods, you or any of your goods or property.

9.2 If you are in default then if:

- (a) GMACA believes on reasonable grounds that it was induced to enter into this contract by your fraud; or
- (b) GMACA cannot locate you after making reasonable efforts to do so; or
- (c) GMACA serves a default notice on you and you fail to remedy the default set out in the default notice or remedy any further default of the same type within 30 days of receiving the default notice; or
- (d) GMACA believes on reasonable grounds that the default is not capable of being remedied and GMACA has served a default notice on you specifying the default; or
- (e) GMACA has obtained an order from a Court or Tribunal which authorises GMACA to commence enforcement proceedings without having to comply with the notice requirements of the Consumer Credit Code; or
- (f) GMACA believes on reasonable grounds that you have or you intend to remove or dispose of the goods without GMACA's written consent or that urgent action is necessary to protect the goods; or
- (g) this contract is one to which the Consumer Credit Code does not apply and GMACA has complied with the notice requirements of the Credit (Rural Finance) Act 1996 (Qld) if applicable and the Farm Debt Mediation Act 1994 (NSW) if applicable,

the unpaid balance of the loan will become immediately due and payable and GMACA may take possession of the goods and commence enforcement proceedings to recover the unpaid balance of the loan and any other moneys payable under this contract. GMACA may also cancel any insurance policy or maintenance agreement over which it has a mortgage. You authorise GMACA to include the expenses incurred by GMACA in serving any notice referred to in clause 9.2(c) or (d) or obtaining an order from a Court or Tribunal referred to in clause 9.2(e) in its enforcement expenses under this contract.

9.3 If you breach any obligation under this contract enforcement expenses may be incurred by GMACA and, if so, will immediately become payable by you under, and are authorised by, this contract.

10 TAKING POSSESSION OF, AND SELLING, THE GOODS

10.1 Where:

- (a) permitted by clause 9.2; or
- (b) where GMACA believes on reasonable grounds that the goods will be or have been removed, concealed, damaged or disposed of by you,

GMACA may take possession of the goods without further notice to you. For this purpose GMACA and its agents may enter any premises or land where it believes the goods are located. If this contract is one to which the Consumer Credit Code applies, neither GMACA nor any agent of GMACA will enter any part of the premises used for residential purposes for the purpose of taking possession of the goods unless authorised to do so by a court or the occupier has, after being informed in writing of the prohibition on GMACA or its agent entering such premises, consented in writing to GMACA or its agent doing so.

10.2 Where this contract is one to which the Consumer Credit Code applies and GMACA takes possession of the goods:

- (a) GMACA will give you a notice setting out the estimated value of the goods and all other information required by the Consumer Credit Code;

- (b) GMACA will not sell the goods for at least 21 days. Within that time you can get the goods back by:
- (i) paying GMACA the unpaid balance of the loan and any other moneys payable under this contract; or
 - (ii) remedying the default and paying GMACA's reasonable enforcement expenses and all other amounts which would have been due and payable at that time if the default had not occurred.

10.3 Where GMACA has taken possession of the goods, GMACA may, subject to compliance with the Consumer Credit Code (if applicable):

- (a) sell the goods by way of private sale, auction, or tender to a dealer in goods of the same kind and for cash or on terms, as GMACA sees fit;
- (b) exercise all other rights permitted by this contract or authorised or permitted by any Act;
- (c) exercise all rights able to be exercised by a mortgagee under a mortgage by deed;
- (d) execute any transfer, assignment, discharge or other instrument which GMACA considers necessary for the enforcement or protection of its rights. For that purpose, you irrevocably authorise GMACA to sign all such transfers, assignments, discharges and other instruments in your name; and
- (e) give valid discharges for any amounts payable in relation to the sale of the goods.

10.4 Any sale of the goods by GMACA under this clause will be effected for the best price reasonably obtainable by it. The net proceeds received by GMACA will be applied in accordance with clause 12. Any surplus will be returned to you.

10.5 You agree not to challenge any sale of the goods. You agree not to challenge any sale to a third party by GMACA on the ground that the sale was not authorised or that you were not given proper notice.

11 COMMISSION

11.1 You acknowledge that a commission relating to the loan is payable by GMACA to the dealer for introducing credit business or other business financed under this contract. You consent to the payment of this commission. If no amount of commission is shown in the Schedule it is because the amount was not ascertainable at the time this offer was signed by you.

11.2 A commission will be paid to the dealer by any insurer named in Part E1, 2 or 3 of the schedule in relation to that insurance. You agree to the payment of this commission. The amount of the commission is the amount shown in the schedule. If this contract is one to which the Consumer Credit Code applies and no amount is shown, it is 20% of the premium for any consumer credit insurance policy, and is not ascertainable at the time this offer was signed by you in relation to any comprehensive insurance policy or mechanical breakdown insurance policy.

11.3 A commission will be paid to the dealer by any insurer named in Part E4 of the Schedule. You agree to the payment of this commission.

11.4 A commission may be payable to GMACA by any insurer in respect of the insurance described in Part E of the Schedule. You agree to the payment of this commission. The amount of the commission payable by the insurer named in Part E4 is shown in the schedule, but only if it is ascertainable.

12 APPLICATION OF REPAYMENTS

12.1 Where this contract is one to which the Consumer Credit Code applies, you agree that all repayments and moneys received by GMACA under this contract should be applied by GMACA in the following order:

- (a) in payment of any amounts that are not included in the unpaid balance of the loan and are due and payable; and
- (b) in payment of the unpaid balance of the loan.

12.2 You agree to pay on demand any:

- (a) enforcement expenses;
- (b) dishonour fee;
- (c) account closing fee;
- (d) coupon book fee.

GMACA may debit each of the fees listed in Clause 12.2 to the unpaid balance of the loan.

12.3 If this contract is one to which the Consumer Credit Code does not apply, you agree that all repayments and moneys received by GMACA under this contract shall be applied by GMACA in the following order:

- (a) in repayment of any amount due under an agreement for the provision of maintenance in respect of the goods;
- (b) in repayment of GST;

- (c) in repayment of financial institutions duty;
- (d) in repayment of the total amount repayable;
- (e) in repayment of any default interest that has accrued but is unpaid;
- (f) in repayment of any other credit fees and charges due but unpaid; and
- (g) in repayment of GMACA's enforcement expenses.

12.4 You agree to pay GMACA all enforcement expenses, dishonour fees, coupon book fees and any default interest (if applicable) on demand.

13 POWER OF ATTORNEY

For valuable consideration and to secure the performance of your obligations under this contract, for as long as any money remains secured by the mortgage contained in clauses 1.3 and 1.5 you irrevocably appoint GMACA your attorney, with power to appoint substitutes and to remove those substitutes and appoint other substitutes to:

- (a) do anything or sign anything necessary to give GMACA a valid first ranking security interest in the goods;
- (b) do any thing or things you are required to do under this contract;
- (c) conduct and settle any dispute or legal action affecting the goods or any insurance policy in respect of the goods and give effectual receipts and releases in respect of same;
- (d) cancel any insurance policy or service and maintenance agreement financed under this contract;
- (e) do anything GMACA may reasonably do to protect its interest in the goods or to secure repayment of the unpaid balance of the loan; and
- (f) do all acts including executing any document which GMACA is of the opinion is necessary in respect of this contract.

14 MISCELLANEOUS

- 14.1 The acceptance of your offer by GMACA will of itself and without notice to you, create a contract governed by the law of the State or Territory you were ordinarily resident in when your offer is accepted by GMACA.
- 14.2 GMACA may unilaterally change the terms of the contract at any time without your consent. However it will not vary the amount or frequency of repayments or the annual percentage rate. GMACA will give you at least 20 days' written notice of any change.
- 14.3 Any provisions in this contract which are prohibited or are void or invalid by law will be ineffective to the extent of the prohibition or will be void or invalid without invalidating the remaining provisions of this contract. This contract must be construed as intended to operate in all respects to the maximum extent to which it can validly apply.
- 14.4 If the Declaration of the Purpose for which Credit is provided in the Schedule has been completed and is signed by you then this contract will not be a contract to which the Consumer Credit Code applies. This may affect your rights under the Consumer Credit Code to receive various notices and statements and to receive the benefit of certain protections and remedies under the Consumer Credit Code.
- 14.5 Where this contract is one to which the Consumer Credit Code applies, this contract is not to be read as:
- (a) excluding, modifying or restricting any of the rights, powers or duties conferred or imposed on GMACA or on you by or under the Consumer Credit Code;
 - (b) allowing the variation of the provisions of this contract or a guarantee in respect of this contract in any way not allowed by the Consumer Credit Code;
 - (c) requiring or securing (or purporting to do so) the payment of an amount or the performance of an obligation beyond that allowed by the Consumer Credit Code; or
 - (d) including a provision which is void under the Consumer Credit Code.

Where this contract is one to which the Consumer Credit Code applies this contract is to be read down (if possible) to the extent needed to prevent it having any of those effects. If that cannot be done, it takes effect as if it did not include any provision which causes it to have any of those effects.

- 14.6 GMACA may give or serve any notice or document on you by giving it to you in person, or by sending it by post to you at your usual or last place of residence or business, by sending it to you by facsimile transmission to your last known facsimile number or by transmitting it to you by any electronic device including without limitation by email or via the internet. It may be executed by GMACA or by any authorised officer or attorney. You may give or serve any notice or document on GMACA by sending (electronically or otherwise) or delivering it in person to GMACA's office shown above the Schedule, or any other place which GMACA notifies you in writing.

- 14.7 You agree that GMACA may give information about you, this contract and your performance of your obligations under this contract to the dealer, to any related corporation of GMACA, to any agent of GMACA and to any third party whom you have authorised to receive that information.
- 14.8 You agree that GMACA, any related corporation of GMACA, the dealer, and any agent of GMACA, or agent of a related corporation of GMACA, or any agent of the dealer may send you promotional material from time to time.
- 14.9 A guarantee will be or has been taken from each guarantor referred to in the Schedule. If no guarantor is named it is because no guarantee has been taken to guarantee your obligations under this contract.
- 14.10 You authorise GMACA to rectify any error made in processing or calculating any payment debit or credit made under this contract.
- 14.11 Before or after GMACA has become entitled to exercise its powers in clause 9.2, GMACA may at any time and from time to time in writing waive or waive on condition its rights including the right to require immediate payment of moneys immediately payable but no waiver or any indulgence shall be a waiver of any continuing or recurring default or breach and no waiver shall amount to a contract or variation of this contract unless stated in writing by GMACA.
- 14.12 You cannot assign this contract or this mortgage or any interest you may have in them without the prior written consent of GMACA. GMACA may at any time assign transfer or novate this contract or the mortgage free from any equity, set-off or counterclaim.
- 14.13 If the Disclosure/Signature Dates in the Schedule are not the same, the date of disclosure is the earliest date.
- 14.14 If you are a trustee of any trust you are liable under this contract both personally and as trustee of each trust.
- 14.15 A reference in this contract to any gender is a reference to all other genders.
- 14.16 If this contract is one to which the Consumer Credit Code does not apply, GMACA in GMACA's discretion may at any time apply any moneys received by GMACA from any source and any moneys payable by GMACA to you for any reason whatsoever towards satisfaction of any amount owing to GMACA under this contract.

15 DEFINED TERMS

- 15.1 Words defined in the Consumer Credit Code have the same meanings in this Contract and unless the context otherwise requires the following terms have the following meanings:
- “annual percentage rate” means the annual percentage rate specified in the Schedule;
- “authorised dealer” means, in respect of the goods, a dealer appointed by the supplier of the goods to perform service and repair work on goods manufactured or distributed by that supplier or a repairer otherwise agreed in writing by you and GMACA;
- “Consumer Credit Code” means the Consumer Credit Code of the State or Territory in which you reside on the date this offer is accepted;
- “daily percentage rate” means the annual percentage rate divided by 365;
- “dealer” means the dealer who supplies the goods or has agreed to supply or to procure the supply of the goods to you and whose name appears above the schedule and every related corporation of the dealer and, if more than one dealer was involved in supplying the goods and/or arranging for your offer to be submitted to GMACA, includes each person who did this;
- “early termination fee” means the fee calculated in accordance with clause 8.5(a) which is payable if this is a contract to which the Consumer Credit Code applies and you pay out this contract in full before the expiration of the term of the loan;
- “enforcement expenses” means all reasonable expenses reasonably incurred by GMACA in protecting its rights under this contract or in protecting the goods and includes amounts incurred or expended by GMACA in issuing and delivering default notices, collecting arrears, locating the goods for the purpose of inspecting or repossessing them, attempting to or repossessing the goods, restoring the goods to saleable condition, storing the goods, discharging any lien or other encumbrance claimed by any person over the goods and otherwise in preserving or maintaining the goods after a breach occurs under this contract and where appropriate the fees charged by a duly qualified legal practitioner;
- “event of default” means an event or occurrence set out in clause 9.1;
- “excess wear and use” means (a) glass that is damaged or broken or that has been tinted; (b) damaged body; (c) missing equipment or accessories that was or were in the goods when it was delivered to you and has or have not been replaced with equipment or accessories of equal quality and design; (d) missing wheel covers, jacks or wheel wrench; (e) unsafe wheels or tyres; (f) any tyres not having tread known in the used car trade as “saleable tread”; (g) torn, damaged or stained dash, floor covers, seats, headlights, upholstery, interior work or boot liner; (h) damage or other condition that makes the goods unsafe or unlawful to operate; (i) any mechanical damage or other condition that causes the goods to operate in a noisy, rough or improper manner; and (j) any other damage not covered by insurance;

"final repayment date" means the date when the final repayment is due to be paid by you;

"goods" means the goods described and identified in the Schedule and includes all accessories and any replacement parts fitted to the goods and any goods acquired by you in replacement of the goods;

"GMACA" means General Motors Acceptance Corporation, Australia ARBN 007 480 382 ABN 63 007 480 382 incorporated in the State of Delaware, USA; Limited Liability, the credit provider under this contract;

"GST" means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 or any other legislation imposing a notional liability to GST;

"guarantee" means any guarantee or guarantee and indemnity given by any guarantor named in the Schedule in respect of your obligations under this contract;

"Holden Financial Services" means GMACA trading as Holden Financial Services;

"interest rebate" means where this contract:

(a) is to be repaid by regular repayments the amounts derived by the following formula:

$$IR = IC \times \frac{M \times (M + 1)}{T \times (T + 1)}$$

Where:

IR = Interest rebate;

M = Number of months still to run in the term of this contract;

T = Term of loan in months;

IC = Total amount of the interest charges payable under the contract;

(b) where this contract is to be repaid by irregular repayments the amount equal to the difference between:

(i) the total amount of interest charges stated in the schedule; and

(ii) the interest that has accrued at the relevant date calculated at the monthly percentage rate on a monthly basis on the repayments which have fallen due at the relevant date;

"irregular repayments" means a sequence of repayments other than a sequence of regular repayments;

"loan" means the finance provided to you under this contract by GMACA providing the amount of credit in accordance with clause 1.1;

"monthly percentage rate" means the annual percentage rate divided by 12;

"mortgage" means the mortgage which you give to GMACA under clause 1.3 over the goods described in the Schedule and under clause 1.5 over any insurance policy or service and maintenance agreement;

"net proceeds" means the gross proceeds of sale of the goods received by GMACA less all the costs and expenses of and incidental to the sale (including any GST payable by GMACA in relation to the sale);

"normal wear and tear" means, in respect of the goods at any time, the gradual reduction and operating performance of the goods having regard to the age of the goods at that time and the distance the goods have travelled at that time;

"owners manual" means the manual supplied by the supplier for the goods;

"purchase date", in relation to the Purchase Plus Option means the date for payment of the final repayment under this contract;

"Purchase Plus Option" means the appointment of GMACA as your agent to sell the goods in accordance with the terms and conditions set out in clause 16;

"purchase price", in relation to the Purchase Plus Option, means the purchase price as defined in clause 16.1;

"regular repayments" means a sequence of repayments where the repayments are all equal consecutive monthly payments;

"SAAB Finance" means GMACA trading as SAAB Finance;

"Schedule" means the Schedule to this booklet of terms and conditions which is a physically separate document;

"Smart Buy Option" refers to the Purchase Plus Option set out in clause 16 and has the meaning given to "Purchase Plus Option" in this document;

"supplier" means, in respect of the goods the manufacturer or Australian importer and distributor of the goods;

“this contract” and “the contract” means your offer to GMACA to enter into a loan and Mortgage transaction on the terms and subject to the conditions set out in the Schedule and in the booklet entitled “Loan Contract and Mortgage Terms and Conditions;”

“total amount repayable” means the total of the amount of credit plus the total amount of interest charges as stated in the schedule;

“truck” means a motor vehicle with a gross vehicle mass exceeding 3000 kilograms;

“unpaid balance of the loan” means at any time:

- (a) if this contract is one to which the Consumer Credit Code applies, the sum of all amounts that have been debited to your loan contract account less amounts that have been credited;
- (b) if this contract is one to which the Consumer Credit Code does not apply, the sum of:
 - (i) the total amount repayable as set out in the schedule; and
 - (ii) all fees and charges, not included in the total amount repayable, which are payable by you to GMACA up to that time (including the amount of any default interest under clause 4.2, any dishonour fee charged under clause 3.5, any deferral fee charged under clause 8.6, any coupon book fee and any government charges and duties charged under clause 3.1); and
 - (iii) any enforcement expenses that are payable:
less any payments paid under this contract and the amount of the interest rebate;

“you” and “your” means the person or persons described in, and signing the Schedule as, the “borrower”; and “your offer” means your offer to GMACA to enter into a loan agreement and mortgage on the terms and subject to the conditions set out in the Schedule and in this separate booklet entitled “Loan Contract and Mortgage Terms and Conditions”.

- 15.2 If the borrower is more than one person, this contract binds those people jointly and each of them severally; the singular includes the plural and vice versa; “borrower” includes the legal personal representatives and successors of the borrower; “GMACA” includes GMACA, its principals, nominees and assigns.

16 PURCHASE PLUS OPTION

- 16.1 If the standard kilometre allowance has been completed in the Schedule under the heading “Purchase Plus Option” an authorised officer of GMACA has signed the “acceptance” panel below the Schedule GMACA offers to purchase or arrange for the purchase of the goods from you at a “purchase price” (inclusive of any GST payable by you in relation to the purchase) equal to the final repayment stated in the Schedule less any excess wear and use payment (as defined in clause 16.7) and any excess kilometre payment (as defined in clause 16.8), subject to the following conditions.

16.2 You may accept this offer by:

- (a) giving GMACA written notice of your intention to accept this offer not earlier than 35 days or later than 14 days before the date for payment of the final repayment under this contract (“the purchase date”); and
- (b) delivering to GMACA all necessary documentation completed and signed so as to effect the transfer of ownership and registration of the goods to GMACA (or its nominated agent);
- * (c) delivering the goods to GMACA (or its nominated agent) to the address GMACA directs at a time no later than 4.00pm on the purchase date; and
- (d) paying GMACA a disposal fee of \$385.00 at a time no later than 4.00pm on the purchase date.

16.3 This offer will lapse if at the time you deliver the goods under clause 16.2(c) -

- (a) you are in default under this contract or you have been in default under this contract at any time;
- (b) the goods are not owned by you and mortgaged to GMACA or you have sold your interest in the goods or created any other security interests in the goods;
- (c) you have not had the goods serviced and maintained as described in the owner’s manual or have not had the goods rectified in accordance with any recall campaign by the supplier;
- (d) you have altered the goods (including adding or taking away any accessories) without first obtaining GMACA’s written consent;
- (e) the goods are not registered under the applicable motor traffic legislation;
- (f) you have repaid the contract in full before the purchase date; or
- (g) GMACA has previously accepted any requests to change a repayment date or to defer or change any repayment made by you -

unless GMACA in its absolute discretion advises you in writing that the offer has been lapsed.

- 16.4 In addition to the conditions specified in clause 16.3, this offer is subject to the further condition that you must take the goods to the place specified by GMACA in a notice to you before the purchase date (or to a place otherwise agreed with GMACA) so that GMACA may make a preliminary appraisal of the condition of the goods for the purpose of assessing whether the goods are suffering from any excess wear and use and, if so, to estimate to you the amount of excess wear and use payment.
- 16.5 If GMACA has previously accepted any request to change a repayment date or defer or change any repayments payable by you and GMACA has advised you in writing that the offer to purchase the goods has not lapsed, then the purchase price will be lesser of the final repayment as set out in the notification or change of the terms of this contract or the final repayment as stated in the Schedule.
- 16.6 If you accept this offer:
- (a) you authorise GMACA to execute all documents necessary to transfer title in the goods to GMACA or its nominated agents;
 - (b) you will be deemed to have instructed GMACA (or its nominated agent) to set off the purchase price against your obligation to pay the final repayment under the contract and GMACA will (or will procure its nominated agent) to so apply the purchase price; and
 - (c) all stamp duty payable on the transfer of registration will be paid by GMACA (or its nominated agent).
- 16.7 You will pay GMACA an "excess kilometre payment" if the actual distance which the goods have travelled on the purchase date (the "actual kilometres") less the initial kilometres stated in the Schedule (if any) is more than the standard allowance multiplied by the number of years in the term of the loan as stated in the Schedule (the "standard kilometre allowance for the term"). The number (if any) by which the actual kilometres exceeds the standard kilometre allowance for the term of the loan is the "excess kilometres".

The excess kilometres payment will be calculated by multiplying the excess kilometres by the number of cents per kilometre rate equal to the maximum relevant number of cents per kilometre shown below (for the whole of the excess):

If number of kilometres in excess of standard allowance for the term is:	¢ per kilometre for all vehicles except trucks	¢ per kilometre for trucks
Not more than 15,000 kilometres	8.8	19.8
Not more than 25,000 kilometres	11	23.1
More than 25,000 kilometres	13.2	28.6

- 16.8 If on the purchase date the goods are suffering from "excess wear and use" you will pay GMACA an "excess wear and use payment" equal to the amount which GMACA estimates that it will cost to make all the repairs to the goods which arise because of that excess wear and use or, if GMACA does not make those repairs, to compensate GMACA for the decrease in value of the goods arising from that excess wear and use.

If you do not agree with the amount of any excess wear and use payment calculated by GMACA you may obtain at your expense a professional appraisal of the cost to make those repairs to the goods which arise because of excess wear and use of the goods. The person who carries out the appraisal will be an independent third party acceptable to GMACA as well as to you. If you do obtain such an appraisal, the excess wear and use payment will be the amount set out in that appraisal.

17 GOODS AND SERVICES TAX

17.1 Unless otherwise expressly stated, in this clause 17:

- (a) the expressions "consideration", "recipient", "supply", "tax invoice" and "taxable supply" have the meanings and usages given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") or any other legislation imposing a notional liability to GST;
- (b) "supplier", in relation to a supply, means the entity who made the supply; and
- (c) "input tax credit" has the meaning given to that expression in the GST Act and includes (as appropriate) a reduced input tax credit under Division 70 and an adjusted tax credit under Division 132 of the GST Act.

17.2 Unless otherwise expressly stated, the parties agree that:

- (a) all amounts payable under or in accordance with this document for which an amount is specified take account of GST, if applicable, at the rate which applies under the GST Act at the date of this document; and
- (b) amounts payable under or in accordance with this document for which an amount is not specified (including amounts that are required to be calculated and any amounts required to be paid in relation to any warranty, indemnity or breach of this document), must be calculated to take account of GST, if applicable, so that, after the supplier meets the GST

liability, it retains the net amount. The net amount for the purpose of this clause 17.2(b) is the consideration that would be retained by the supplier but for the imposition of GST.

17.3 If:

- (a) GST is imposed in respect of a supply made under or in accordance with this document at a rate other than that contemplated by the GST Act at the date of this document; or
- (b) the manner in which the GST Act or regulations under the GST Act apply to this document is altered because of any amendment to, or change in the interpretation or application of, the GST Act or such regulations (or for any other reason whatsoever);

and, as a result, additional GST is payable by GMACA in respect of a taxable supply made under this agreement, you must pay to GMACA an amount equal to the increase in GST payable under paragraph (a) or (b) on or for the taxable supply within 5 business days of GMACA's written request.

17.4 If the result of paragraph 17.3(a) or 17.3(b) is that a lesser amount of GST is payable under this agreement, GMACA must:

- (a) if you have already paid the GST calculated in accordance with this document, refund to you an amount equal to the decrease in GST payable under paragraph 17.3(a) or 17.3(b) on or for the taxable supply; or
- (b) if you have not already paid the amount of GST calculated in accordance with this document, reduce the amount which you would otherwise be obliged to pay by an amount equal to the decrease in GST payable.

17.5 If this document requires you to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by GMACA, the amount required to be paid, reimbursed or contributed by you will be the amount of the reimbursable expense net of any input tax credits to which GMACA is entitled in respect of the reimbursable expense plus, if the reimbursable expense is in respect of a taxable supply by GMACA, an amount equal to the GST payable by GMACA in respect of that supply.

17.6 Subject to the requirements of the GST Act, if GMACA gives notice to you in relation to a calculation of consideration under this clause, giving reasonable details of the calculation, it will be binding on the Lessee in the absence of manifest error.

17.7 GMACA may treat any sale of the goods by GMACA as a taxable supply if:

- (a) The Declaration of Purpose for which Credit is provided in the Schedule has been completed is signed by you, and;
- (b) You have not given GMACA a written notice stating that the sale would not be a taxable supply if you were to sell the goods and stating fully the reasons why the sale would not be a taxable supply.



GE AUTOMOTIVE FINANCIAL SERVICES ("GE")
210 Albert Rd, South Melbourne, Vic 3205 A.B.N. 80 004 187 419

CONSUMER LOAN CONTRACT AND MORTGAGE

Australian Fleet Sales

("Supplier")

Contract Number: 1300

To: GE ("the credit provider"). If/We the debtor(s) show(s) how:
Mr [REDACTED]

of [REDACTED]

CLIENT'S COPY

offer to borrow from GE the amount of credit shown in the schedule on the terms and conditions set out in the schedule and in the separate booklet entitled Consumer Loan Contract and Mortgage Terms and Conditions ("this contract").

SCHEDULE

(Note: Amounts shown on this schedule include any applicable GST and Luxury Car Tax, unless stated otherwise.)

I. DISBURSEMENTS

The amount of credit will be paid as follows:

Paid To:	Representing	Amount
Australian Fleet Sales	Purchase of Goods	\$ 13,990.00
WYNNIS AUSTRALIA PTY LTD	Extended Warranty Agreement	\$ 1295.00
GE	Amount to be applied to Account No	\$
General Insurer(s) named in (5A) in the schedule	Consumer Credit Insurance	\$
Insurer (5B) named in the schedule	Comprehensive Insurance	\$
Insurer (5C) named in the schedule	Mechanical Breakdown Insurance	\$
Insurer (5D) named in the schedule	Title Protection Insurance	\$
Insurer (5E) named in the schedule	Security Shortfall Insurance	\$
	Service & Maintenance Agreement	\$
	Sub Total (A)	\$ 15,285.00
GE	Credit Fees & Charges	
Credit Advantage Limited	Application Fee	\$ 190.00
Supplier (named at the Top of page 1)	Credit Search Fees	\$ 2.65
	Origination Fee (Being part of the commission paid for the introduction of credit business. See Item 6)	\$
Vehicle Securities Registration Authority for the State/Territory of vehicle registration	Security Registration Fees	\$ 5.60
Relevant State Revenue Office	Stamp Duty	\$
TOTAL Credit Fees and Charges: (included in the amount of credit)	(B)	\$ 198.25
THE AMOUNT OF CREDIT (A) plus (B) = (C)	(C)	\$ 15,483.25
TOTAL AMOUNT OF INTEREST CHARGES PAYABLE	(D)	\$ 7,231.55
TOTAL AMOUNT REPAYABLE being TOTAL AMOUNT OF THE REPAYMENTS (C) plus (D)	(D)	\$ 22,714.80

The above credit fees and charges are payable upon the date of acceptance shown on page 3 of 3 and are included in the amount of credit. The following credit fees and charges may become payable during the term.

An early termination fee will be payable if you pay out this contract in full before the expiration of the term of the loan. The amount of the fee in respect of the early termination is \$600 at the Disclosure Date and thereafter is that amount multiplied by the number of unexpired whole months in the term at the time of early termination divided by the number of the whole months in the term.

An account closing fee of up to \$5.00 (to be determined by GE in its absolute discretion at the time of closing the account) may be payable when you pay out the loan.

A repayment dishonour fee of \$12.00 will be payable to GE for each payment by cheque which is dishonoured.

A repayment dishonour fee of \$6.00 will be payable to GE for each payment by direct debit which is dishonoured.

Repayment dishonour fees are payable to GE whether or not a payment is due and compensate GE for its administrative costs of processing dishonoured payments.

A payment handling fee is payable for GE's processing of payments made:

- over the counter at any Australia Post Office \$1.50
- by mail or in person with or without a payment coupon \$2.50

ANNUAL PERCENTAGE RATE 16.25 % per annum

2. REPAYMENTS:

The Total Amount Repayable is to be repaid by

60 consecutive monthly repayments each of \$378.58 the first repayment being due one month from the date of acceptance (shown on page 3 of 3).

Total number of repayments 60 Term of Loan 60 months

* No repayment is due in the month of [redacted] during the term of the contract (only applicable if month is inserted)

3. DEFAULT RATE OF INTEREST

The Default Rate of Interest is the Annual Percentage Rate plus a margin of 2%.

4. VARIATION OF THIS INFORMATION WITHOUT YOUR CONSENT

The amount and time of your repayments and the amount and time for payment of the credit fees and charges that may become payable during the term may be changed and new credit fees and charges may be imposed without your consent.

5. CREDIT RELATED INSURANCE

Insurer (A) Consumer Credit Insurance

Name of Life Insurer	Life/Death Component	\$
Name of General Insurer	Disablement Component	\$
Name of General Insurer	Unemployment Component	\$
Name of General Insurer		\$
Term of Insurance Months	Total Premium	\$

A Commission of \$ or % of the premium is to be paid in respect of Consumer Credit Insurance

Insurer (B) Comprehensive Insurance

Name of Insurer
Term of Insurance Months
A Commission of \$ or % of the premium is to be paid in respect of Comprehensive Insurance

Insurer (C) Mechanical Breakdown Insurance

Name of Insurer
Term of Insurance is unascertainable
A Commission of \$ or % of the premium is to be paid in respect of Mechanical Breakdown Insurance

Insurer (D) Title Protection Insurance

Name of Insurer
Term of Insurance Months
A Commission of \$ or % of the premium is to be paid in respect of Title Protection Insurance

OTHER INSURANCE

Insurer (E) Security Shortfall Insurance

Name of Insurer
Term of Insurance Months

6. COMMISSION

The amount of \$ N/A* representing commission for the introduction of credit business or business financed by this contract is payable by GE to the supplier named at the top of page 1 and an amount of \$ representing commission for the introduction of credit business or business financed by this contract is payable by to GE.

NOTE: Where your credit business has been referred to GE by the supplier, the commission payable by GE to the supplier is in addition to the amount of the Origination Fee if disclosed in Item 1. * "N/A" means the amount is not ascertainable at the Disclosure Date.

7. GOODS

Used	4 Sp Auto	Compliance Plate Date	8/1994
Make	Holden	Model	COMMODORE ACCLAIM
Body Type	4d Sedan	Colour	[redacted]
Registration No.	[redacted]	Key No.	[redacted]
State of Registration	[redacted]	VIN No. / Chassis No.	[redacted]
Engine No.	[redacted]		

The Goods will be kept at: [redacted]

8. GUARANTEE

A guarantee of your obligations is to be or has been taken by GE from:

Name of Guarantor(s)

(the guarantor)

9. THE DISCLOSURE DATE IS 08/04/2002 The information in the schedule is correct as at the Disclosure Date.

INSURANCE

If Comprehensive Insurance is not financed under this contract the details are as follows:

Name of Insurance Company **RACV INSURANCE PTY LTD**

Policy No. * [redacted] Expiry Date * [redacted]

* To be completed by dealer if not printed

OFFER TO PURCHASE GOODS

If GE agrees to purchase the goods from you on the terms and conditions set out in clause 15 "Offer to Purchase Goods" of the Loan Contract and Mortgage the kilometre limit is [redacted] kilometres ("kilometre limit") and the reduction is [redacted] cents per kilometre ("the reduction"). If the goods are used, the kilometre limit is taken to be the aggregate of the odometer reading which is at the Disclosure Date shown on Page 2 of 3 plus the amount expressed as the kilometre limit earlier in this paragraph.

By signing below you acknowledge receiving an unsigned but completed copy of this document and the separate booklet entitled "Consumer Loan Contract and Mortgage Terms and Conditions" which contains the information statement headed "Things You Should Know About Your Proposed Credit Contract".

If GE accepts this offer you agree to be bound by the terms and conditions set out in this document and in the terms and conditions contained in the separate booklet entitled Consumer Loan Contract and Mortgage Terms and Conditions. As an inducement to GE to accept the offer you declare and warrant that the personal particulars you have given to GE are true.

This document does not contain all the contract terms or all of the information we are required by law to give you before the contract is formed. Further terms and information are in a separate booklet entitled "Consumer Loan Contract and Mortgage Terms and Conditions"

IMPORTANT

BEFORE YOU SIGN

- * READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.
- * You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".
- * Fill in or cross out any blank spaces.
- * Get a copy of this contract document.
- * Do not sign this contract document if there is anything you do not understand.

THINGS YOU MUST KNOW

- * You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- * You do not have to take out consumer credit insurance unless you want to. If this contract document says so, you must take out insurance over any mortgaged property.
- * If you take out insurance, the credit provider cannot insist on any particular insurance company.
- * If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- * If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

[redacted]
Signature of Debtor

Date: 6/1/02

[redacted]
Witness Signature

[redacted]
Witness Name(print)

If Partnership trading as:

MEMORANDUM OF ACCEPTANCE

Accepted for and on behalf of GE Automotive Financial Services

[Signature]

Date of Acceptance 10/4/02

2839/2002

GE Finance and Insurance

Credit Contract

Finance and Insurance ("GE") is a trading name of AVCO Financial Services Ltd. (ABN 54 008 443 810)

The Debtor offers to borrow from GE the Amount of Credit set out in the Schedule on the terms and conditions in this document. If GE accepts the offer, will provide the Amount of Credit (the "loan") in accordance with the disbursement instructions in the Schedule.

Account No: 41559 Code: A GE's address: 139 MALOP STREET, GEELONG, VIC, 3220

Debtor Name Address and

SCHEDULE

Financial Table table with columns for Amount Of Credit, Annual Percentage Rate, Total Interest Charges Payable, Monthly Repayments, Number Of Repayments, Repayment Period, Total Amount Of Repayments, and Establishment Fee (Payable).

Payment handling fee of \$1.50 is payable on each occasion on which you make a payment to your account other than by mail, direct debit or at a branch. Payment dishonour fee of \$20.00 is payable as soon as a direct debit or cheque to your account is dishonoured.

Unless stated otherwise, the above fees may be debited to your account and become payable as part of the outstanding balance.

Late Payment Fee: A late payment fee of \$1.00 is payable for each day a payment (or a part payment) remains overdue. GE may calculate this fee at such intervals as it determines whereupon the total late payment fee may be debited to your account and become payable part of the outstanding balance of your account. If required by GE, late payment fees must be paid to GE on demand.

You direct GE to disburse the loan as follows :

- 1. You \$ 500.00
2. \$
3. PENNY LANE MOTORS \$ 6000.00
4. \$
5. \$
6. \$
7. HALLMARK LIFE INSURANCE CO. LTD. 60 months Term Life Insurance \$ 787.00
8. HALLMARK GENERAL INSURANCE CO. LTD. 60 months Credit Disability Insurance \$ 852.07
9. HALLMARK GENERAL INSURANCE CO. LTD. 60 months Unemployment Insurance \$ 356.57
10. HALLMARK LIFE INSURANCE CO. LTD. 60 months Credit Life Insurance \$ 533.36
11. \$
12. \$
13. \$
14. GE for Establishment Fees \$ 155.00
15. GE for Registration Fee \$ 10.20 Certificate of Entry Fee \$ 6.40 \$ 16.60
Total Ascertainable Credit Fees and Charges (Items 11-15 inclusive) \$ 171.60
Amount of Credit (Items 1-15 inclusive) \$ 9200.60

COMMISSION: Hallmark Life Insurance Co. Ltd. and Hallmark General Insurance Co. Ltd. will pay a commission to GE for the introduction of the insurance business financed by this contract. The commission equals 20.0% of the insurance premium.

MORTGAGE: You mortgage to GE the following goods and any goods acquired in replacement for, or as additions or accessories to, those goods (all of which are called the 'Goods' and whose location/intended location when you sign is at the debtor's address shown above.) Goods: 1987 VOLVO SEDAN ENG-

DISCLOSURE DATE: The disclosures made in this Schedule are made as at 12/04/2002 on the assumption the loan is provided that day.

3. PENNY LANE MOTORS		\$	
4.		\$	
5.		\$	
6.		\$	
7. HALLMARK LIFE INSURANCE CO. LTD. 60 months Term Life Insurance		\$	
8. HALLMARK GENERAL INSURANCE CO. LTD. 60 months Credit Disability Insurance		\$	8
9. HALLMARK GENERAL INSURANCE CO. LTD. 60 months Unemployment Insurance		\$	35
10. HALLMARK LIFE INSURANCE CO. LTD. 60 months Credit Life Insurance		\$	53
11.		\$	
12.		\$	
13.		\$	
14. GE for Establishment Fees		\$	155.00
15. GE for Registration Fee \$ 10.20 Certificate of Entry Fee \$ 6.40		\$	16.60
Total Ascertainable Credit Fees and Charges (Items 11-15 inclusive)		\$	171.60
Amount of Credit (Items 1-15 inclusive)		\$	9200.60

COMMISSION: Hallmark Life Insurance Co. Ltd. and Hallmark General Insurance Co. Ltd. will pay a commission to GE for the introduction of the insurance business financed by this contract. The commission equals 20.0% of the insurance premium.

MORTGAGE: You mortgage to GE the following goods and any goods acquired in replacement for, or as additions or accessories to, those goods (all of which are called the 'Goods' and whose location/intended location when you sign is at the debtor's address shown above.)

Goods: [REDACTED]

DISCLOSURE DATE: The disclosures made in this Schedule are made as at 12/04/2002 on the assumption the loan is provided that day.

Amount, frequency or time for payment or method of calculation of a fee or charge may be changed, and new fees and charges may be imposed, without your consent. You will be notified of the change or new fees or charges in the manner set out in clause 3.2.

IMPORTANT

BEFORE YOU SIGN

READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract.

You should also read the information statement "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".

Fill in or cross out any blank spaces.

Get a copy of this contract document.

Do not sign this contract document if there is anything you do not understand.

THINGS YOU MUST KNOW

- You can withdraw this offer at any time before the credit provider accepts it. When the credit provider does accept it, you are bound by it. However, you may end the contract before you obtain credit or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You **do not** have to take out consumer credit insurance unless you want to. If this contract document says so, you must take out insurance over any mortgaged property.
- If you take out insurance, the credit provider cannot insist on a particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

Accepted by GE Debtor Signature

THE STRACTS

10 - SOME IN AMPPLY

Loan Offer To Return

38-2

Advance For Cash as you need it.

1 High Street Wodonga Vic 3660 Phone (02) 80568311

(The lender)

[Redacted]

(The borrowers)

Date: 29-Jan-01 This is the disclosure date and the date of this offer. All information in these loan details is correct as at that date. Loan No: 38-2




SPECIFIC PARTICULARS

A. FINANCIAL TABLE

1. The Maximum Amount of Loan.	The amount of Loan you requested Less any fees and Charges.	\$	277.00
2. Application Fee.	Your application fee added to this loan is.		\$77.56
3. Annual Percentage Rate.	47% Flat interest rate per annum Your interest amount added to this loan is	\$	14.59
4. Total Amount of Repayment.	Total amount of your loan is	\$	389.15
5. Loan Default Penalty Fee.	This Default Penalty is \$8.00 for every \$100.00 for every Day that the loan is not paid back by the time shown in Item 6 (d) Your loan amount is \$ 369.15 The penalty for late payment is \$ 25.15 For every day after 28-Feb-01		
6. Repayments.	(a) Date of this advance is 29-Jan-01 Your repayment is to be made as shown below		
		Date	Amount
		01-Feb-01	\$ 92.28
		08-Feb-01	\$ 92.28
		15-Feb-01	\$ 92.28
		22-Feb-01	\$ 92.31
	31 over \$14.81 p/day = \$459.11		Balance \$246.85
	(c) The total amount of repayments is	\$	369.15
	(d) The period over which you must make repayments: 28 Days and complete the repayments on 28-Feb-01 at 5pm		

RIC 22 \$92.31
RIC 75 \$30.00
Recpt 44/B \$30.00
I [Redacted]
RECEIVE \$30.00 FROM Clinton ON 27/3/01
Will pay back NEXT Week

+62.28
+62.28

Type of Loan	Personal loan
<p>Enforcement Expenses The expenses incurred by the Lender in enforcing the provisions of this contract including:</p> <p>Collection fees incurred by the Lender in engaging debt collectors;</p> <p>Legal costs and disbursements incurred in enforcing the terms and conditions of this contract on a solicitor and own client basis.</p>	
<p>9. Repeat Advances</p> <p>Repeat advances are available When two repayments have been paid without any problems. A "cooling off" period of 24 hours applies and a repeat advance will not be given in this period. Cash Advance requires a current bank Statement (up to the current date before you apply again) showing the deductions of the last payment of the previous advance. Remember: Should you have any problems making a re-payment please keep in touch with this office. We will attempt to assist you by making alternative arrangements for payment. If no effort to contact the office is made the staff of Cash Advance cannot help you and it may result in extra costs being charged. Our phone number is 02 80668311</p>	
<p>10. Offer</p> <p>The lender is prepared to offer a loan of the amount of credit for the purpose set out in item 6.</p> <p>How to accept this offer</p> <p>A copy of this loan offer "Copy To Keep" has been given to you to retain for your records.</p> <p>Accepting this loan offer</p> <p>Sign the loan offer marked "Copy To Return" you must sign and returned this agreement.</p>	
<p>11. Acknowledgments</p> <p>We hereby accept the loan offer and confirm we have read and understood the terms and conditions applicable to this offer.</p> <p>You also acknowledge that you were given the opportunity to obtain independent legal advice and that the Lender recommended that you obtain such advice.</p> <p>I understand that Cash Advance requires 7 days notice in writing to cancel or defer a direct debit.</p> <p>Cash Advance accepts no responsibility for my dishonour fee incurred if written notice is not received.</p> <p>I accept and understand that that the Bank will charge a dishonour fee if insufficient funds to cover the debt are not available in my account.</p> <p>I fully accept that ALL overdue payments will incur a late penalty fee. Shown in item 5</p> <p>I accept that the Bank will charge a fee for every transaction that is dishonoured.</p> <p>I accept that to recover this fee Cash Advance will add \$50.00 to my outstanding account.</p> <p>I acknowledge and understand that ALL outstanding monies must and will be repaid in full to Cash Advance. Any cost incurred to recover the debt will be payable by myself.</p> <p>I further accept that Cash Advance will use the information provided by my self to attempt to recover any outstanding monies.</p>	
<p>12. Promises You state and promise to the Lender:</p> <p>That all information supplied to the Lender in connection with this agreement and the loan is true and is not misleading; and</p> <p>I will ensure there are sufficient funds in my account until the following day to advance will not be given in this period minimise the chance of dishonouring.</p>	
<p>13. Authority</p> <p>I  Authorize Cash Advance to direct debited from my bank account and accept the amounts in item 6 (b). and conditions with regards to my Cash Advance.</p> <p>By signed this loan document I  hereby accept the loan offer and confirm I have read and understood the terms and conditions applicable to this offer. And have not been force in any way to accept this loan offer.</p> <p>Signed by:  Date signed: 29/1/01</p>	

Pay Day Any Day Pty Ltd T/A Cash Advance A B N : 86 092 829 840 298 Desmond Street Lavington 2641.