

MOTOR VEHICLE LEASE

COPY

SCHEDULE

<ul style="list-style-type: none"> Contract number 	[REDACTED]																								
<ul style="list-style-type: none"> Name and address of Lessor "We, Us, Our" 	DTGVI Pty Ltd t/as V1 Leasing 199 Ballarat Road MAIDSTONE VIC 3012 [ACN: 117 890 098]																								
<ul style="list-style-type: none"> Name and address of Lessee "You, Your" 	[REDACTED] [REDACTED] [REDACTED]																								
<ul style="list-style-type: none"> Motor Vehicle description 	Make and Model: 1997 HOLDEN COMMODORE Registration No: [REDACTED] Colour: [REDACTED] Engine No: [REDACTED] VIN: [REDACTED]																								
<ul style="list-style-type: none"> Place where Motor Vehicle is usually kept 	[REDACTED] [REDACTED]																								
<ul style="list-style-type: none"> Amount to be paid before delivery of Motor Vehicle 	<table> <tr> <td>(a) Your first rental payment</td> <td>\$1000.00</td> </tr> <tr> <td>(b) Application fee</td> <td>\$0</td> </tr> <tr> <td>(c) Documentation fee</td> <td>\$0</td> </tr> <tr> <td>(d) Transfer of registration</td> <td>\$0</td> </tr> <tr> <td>(e) Customer care</td> <td>\$0</td> </tr> <tr> <td>(f) Roadside assist</td> <td>\$0</td> </tr> <tr> <td>(g) Roadworthy Certificate</td> <td>\$0</td> </tr> <tr> <td>(h) Vehicle Encumbrance Search</td> <td>\$0</td> </tr> <tr> <td>(i) Pre delivery check</td> <td>\$0</td> </tr> <tr> <td>(j) Motor Vehicle Detailing</td> <td>\$0</td> </tr> <tr> <td>(k) Payment Alert Device Fitment</td> <td>\$0</td> </tr> <tr> <td>Total amount payable (incl GST)</td> <td>\$1000.00</td> </tr> </table>	(a) Your first rental payment	\$1000.00	(b) Application fee	\$0	(c) Documentation fee	\$0	(d) Transfer of registration	\$0	(e) Customer care	\$0	(f) Roadside assist	\$0	(g) Roadworthy Certificate	\$0	(h) Vehicle Encumbrance Search	\$0	(i) Pre delivery check	\$0	(j) Motor Vehicle Detailing	\$0	(k) Payment Alert Device Fitment	\$0	Total amount payable (incl GST)	\$1000.00
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Total amount payable (incl GST)	\$1000.00																								
<ul style="list-style-type: none"> Stamp duty or other government charges 	Nil, except for GST																								
<ul style="list-style-type: none"> Tax Invoice 	For the purposes of the GST regulations, this document is a Tax Invoice																								

<ul style="list-style-type: none"> • Residual value 	<p>\$1820.00 inclusive of GST is payable if We decide to accept your offer to purchase the Motor Vehicle from Us</p>
<ul style="list-style-type: none"> • Rental payments 	<p>You must make your initial rental payment and 90 fixed Fortnightly rental payments of \$280.00 including GST.</p> <p>Total rental payments including GST, applicable insurances and extended Motor Vehicle warranty for the Term of the lease are \$26200.00. Your initial rental payment is due on the Commencement Date or the date the Motor Vehicle is delivered to You, whichever is the earliest. Subsequent fixed Fortnightly rental payments are to be made by You in advance.</p>
<ul style="list-style-type: none"> • Commencement Date 	<p>Saturday, 4 July 2009</p>
<ul style="list-style-type: none"> • Term 	<p>91 Fortnightly Payments / 42 months</p>
<ul style="list-style-type: none"> • Payments are to be made to 	<p>Kwik Finance ██████████ ████████████████████</p> <p>* Please see Form 701 for lease payment options.</p>

AGREEMENT

We agree to lease the Motor Vehicle described in the Schedule to You for the Term and on the Terms and Conditions attached.

You acknowledge and accept that upon both parties signing this Lease, a legally binding contract will come into existence between You and Us on the Terms set out in this lease. You further acknowledge that You have received a copy of :-

- i. the Form 11 Information Statement *Things You Should Know About Your Consumer Lease*;
- ii. the *Terms and Conditions* applicable to your Lease; and
- iii. the *Extended Motor Vehicle Warranty*;

which copies are attached to this Agreement and that You have read them and that You understand them, and that terms defined in the Terms and Conditions have the same meaning when used in this document.

We strongly recommend that You seek independent legal and other professional advice before signing this lease.

Executed by the Lessee on Saturday, 4 July 2009

Name: [Redacted]

Name:

Signature: [Redacted]

Signature:

In the presence of:

[Redacted]

[Redacted]

(Signature of witness)

(Name of witness)

Lessee (if a company)

EXECUTED by (Insert Company Name).....
in accordance with Section 127 of the Corporations Act

.....
(Signature of Director)

.....
(Signature of second Director
or Company Secretary)

EXECUTED BY (Insert Director's Name).....
As Guarantor in the presence of:

.....
(Signature of Witness)

.....
(Signature of Guarantor)

EXECUTED by DTGV1 Pty Ltd t/as VI Leasing
By its authorised officer

[Handwritten Signature]
.....
(Signature of Authorised Officer)

TERMS AND CONDITIONS

1. Interpretation

1.1 In these Terms and Conditions, and in the schedule, the following expressions have the following meanings that is to say:

Commencement Date means the Commencement Date referred to in the schedule;

Cooling Off Break-Fee means documentation fee, RWC, vehicle encumbrance search fee and motor vehicle detailing;

Cooling Off Rights means your right to end this lease within two business days of your taking delivery of the Motor Vehicle, pursuant to clause 2.

Extended Motor Vehicle Warranty means the Motor Vehicle Warranty provided by DTGVI Pty Ltd t/as V1 Leasing in respect of the Motor Vehicle.

Finalisation Amount means the amount payable by You to Us if this lease comes to an end earlier than upon the expiry of the Term, being;

(a) Nil, where We assess the wholesale value of the Motor Vehicle as returned to Us (excluding GST) to be more than the remaining weekly rental payments plus the Residual Value under this lease;

(b) Where We assess the wholesale value of the Motor Vehicle as returned to Us (excluding GST) to be less than the remaining weekly rental payments plus the Residual Value under this lease, the lesser of:

(i) A sum equal to 13 weekly rental payments pursuant to this lease; or

(ii) The balance of rent which would become owing until the end of the Term.

Lessor means the owner of the Motor Vehicle referred to in the schedule;

Motor Vehicle means the Motor Vehicle referred to in the schedule;

Rent means any of the rental payments referred to in the schedule;

Residual Value means the Residual value amount referred to in the schedule;

Term means the term of the Lease referred to in the schedule;

Total Rent means the Rent payable for the Term if there is no breach by You;

You means the Lessee named in the schedule;

We or Us means the Lessor named in the schedule.

- 1.2 A reference to a person includes a reference to a corporation or partnership and to a person in its capacity as trustee;
- 1.3 The plural will include the singular and vice versa and any reference to any gender will be taken to include every other gender.

2. Commencement, delivery, and risk

- 2.1 This lease commences on the date that it is signed by Us however your obligation to pay rental commences on the Commencement Date set out in the schedule. In the event that the Commencement Date is blank, You authorise Us to insert the date that You take delivery of the Motor Vehicle as the Commencement Date;
- 2.2 You must obtain and accept delivery of the Motor Vehicle on the Commencement Date, or such other date as We agree. If You refuse to accept delivery for any period exceeding two days after the date that we inform You that the Motor Vehicle is ready for delivery, You will be deemed to have exercised your Cooling Off Rights and this lease shall be at an end and You will have no further obligation to Us and We will have no further obligation to You. We are not liable for, nor are any of your obligations affected by any delay in delivery unless We are unreasonably responsible for it;
- 2.3 You may exercise your Cooling Off Rights within two business days after You have taken delivery of the Motor Vehicle, provided that the Motor Vehicle has not been driven more than 100 kilometres after you have taken delivery. You exercise your Cooling Off Rights by returning the Motor Vehicle to Us and by forwarding a notice to Us in accordance with clause 10.3. Provided that the Motor Vehicle is undamaged, We will upon your ending this lease by

the exercise of your Cooling Off Rights, charge you (and You agree to pay) a Cooling Off Break-Fee of \$200.00;

2.4 We always remain the owner of the Motor Vehicle and You only have the right to use it under this lease. You will register the Motor Vehicle in your own name at the time of delivery or such other time as We stipulate;

2.5 On delivery, all risks associated with the vehicle pass to You. We are not responsible or liable to You or to any other person or entity for any loss or damage whether to person, property, or economic loss caused or contributed to by your use, operation or possession of the motor vehicle and You release Us and our servants, agents, and employees from all or any claim action or demand in respect of any loss or damage arising directly or indirectly from any defect in, breakdown of, or accident involving the Motor Vehicle or otherwise arising in connection with the use, operation, repair, maintenance, or storage of the Motor Vehicle;

2.6 You acknowledge that You have inspected the vehicle and satisfied yourself as to its design, capacity, age, quality, description, condition, use, safety and roadworthiness, and to the fitness and suitability of the Motor Vehicle for your purposes, and as to the existence or otherwise of any manufacturers or other warranty in respect of the Motor Vehicle including the extended Motor Vehicle warranty attached.

3. Payments

3.1 You must pay:

(a) To Us, Rent when due and any other money to which We are entitled pursuant to this lease when demanded;

(b) To Us, if We demand it (which We may at our discretion), interest on any amount which was due to Us and not paid when due, calculated at the rate of 12% per annum on daily rests and compounding daily;

(c) The cost of any repair (not covered by warranty or claimed on insurance), maintenance, or operating expense in connection with the Motor Vehicle;

(d) On demand, any government or third party charges that We incur in respect of the Motor Vehicle;

(e) All registration, third party insurances, and comprehensive insurance payments in respect of the Motor Vehicle;

(f) By the Commencement Date and in any event before delivery, the amount to be paid before delivery of the Motor Vehicle referred to in the schedule.

3.2 You must:

(a) Make the payments to Us by 4.00pm on the due date to our bank account or as We otherwise direct You. We may reject any payments made in any other manner;

(b) Make all payments to Us in full and You may not deduct from any amount due to Us any amount which You believe can be set off or which You believe is owing by Us to You.

3.3 You may make rental payments in advance of your obligation to do so, but if You do, You may not request a refund of those amounts.

3.4 Payments will be applied first in reduction of sums then due to Us but not overdue ("current amounts"), and when there are no current amounts owing to Us, in reduction of any overdue amounts. For the avoidance of doubt, if We have issued you a Notice under clause 6.1 of the Lease, any payment made by you after that Notice will be first paid toward satisfaction of current amounts before any excess is applied toward remedying the breach referred to in the Notice.

4. Your undertakings and obligations regarding possession

4.1 You must, at your expense:

(a) Keep the Motor Vehicle registered with the required compulsory third party insurance in place, in the location where the vehicle is usually kept;

(b) Keep the Motor Vehicle insured with an insurer approved by Us under an enforceable comprehensive motor vehicle insurance policy, with our interests noted as Lessor and otherwise upon such terms as to market or agreed value that We may stipulate, and provide to Us a copy of the certificate of insurance;

(c) Keep the Motor Vehicle clean, tidy, in good condition, and serviced regularly in proper working order and good and substantial repair;

(d) Keep all service and repair records which shall be delivered to Us at our request;

(e) Replace any un-roadworthy or unsafe tyres with new tyres of the same or better quality as those first supplied, replace light globes or bulbs as necessary and generally keep and maintain the Motor Vehicle in a roadworthy and safe condition;

(f) Not change the place at which the Motor Vehicle is usually kept unless We first consent;

- (g) Pay all parking and other fines, infringement notices, or penalties which are in any way issued in respect of the Motor Vehicle;
- (h) Not permit the Motor Vehicle to be in the possession of a person who is affected by any drug or liquor or in other circumstances which might impair that person's ability to lawfully use the Motor Vehicle;
- (i) Not make any replacement, modification, alteration, or addition to the Motor Vehicle other than in the course of maintaining and repairing it, nor will You tamper with the odometer or any other meter or Payment Alert device fitted to it;
- (j) Not use or allow the Motor Vehicle to be used in any reckless or negligent manner or otherwise contrary to any law in force in the place in which the Motor Vehicle is used, nor in a manner contrary to the manufacturers recommendations or which is reasonably likely to create unnecessary wear upon components or parts;
- (k) Immediately replace any Motor Vehicle parts which have become worn out, lost, stolen, destroyed or which otherwise require replacement for any reason whatsoever with approved parts which will, once fitted to the Motor Vehicle, become our property and You will take any steps necessary to give effect to this;
- (l) Not change the registration plates fitted to the Motor Vehicle without our consent, and to pay to us any cost associated with changing registration plates from personalised registration plates owned by You upon the ending of this lease

4.2 You acknowledge that You are fully responsible for any loss or damage to the Motor Vehicle and that You will immediately notify Us in writing of any loss or damage beyond normal wear and tear, and permit Us (if We request it) to participate in any claim on insurance made by You in respect of such loss or damage.

4.3 You must immediately provide to Us any information or document including registration certificates and insurance certificates of currency reasonably required by Us in respect of the Motor Vehicle and You will execute any document reasonably required by Us to give effect to our continued ownership of the Motor Vehicle.

4.4 You must not remove the Motor Vehicle from Australia.

4.5 You must not purport to sell, sub-let, assign or otherwise part with possession of the Motor Vehicle, nor may You offer the Motor Vehicle as security for any debt or otherwise charge your interest in it.

5. Indemnities

- 5.1 You indemnify Us against any claim action or demand of any kind or nature, including our expenses and costs of opposing any such claim which is made or threatened and in any way arises out of or relates to this Lease (save in respect of our obligations to you under this Lease) or your use or misuse of the Motor Vehicle;
- 5.2 You further indemnify Us and agree to pay any cost or expense of any nature incurred by Us in enforcing any right or power We have pursuant to this Lease, including any right or power of recovery of the Motor Vehicle or recovery of any amount of money payable by You pursuant to this Lease.

6. Breaches

- 6.1 The following are events of default:
- (a) If You fail to pay rent or any other money due to Us pursuant to this Lease when due;
 - (b) If We learn that You or any Guarantor has made a false statement or representation or warranty to Us or have become insolvent;
 - (c) If any event occurs by reason of which We believe on reasonable grounds that our interest in the Motor Vehicle is jeopardised or likely to be jeopardised;
 - (d) You commit a breach of any provision of this lease (other than the preceding paragraphs) which is not remedied upon the giving of such notice as is required by law and in any event, not less than seven (7) days notice to You requiring its remedy.
- 6.2 You authorise Us, at any time after an event of default occurs, without notice and as and when We see fit and without any liability for loss, to enter upon any premises occupied by You and/or where the Motor Vehicle is kept or found and take possession of the Motor Vehicle (with or without terminating this lease) and using whatever force may be necessary and You indemnify Us against any claim arising by reason of our doing so.
- 6.3 We are entitled, pending payment by You of all monies owing to Us, to retain or take possession of the Motor Vehicle as security for that payment. Provided however:
- (a) By our taking possession We shall not be deemed to have terminated this lease, unless and until We give You notice that We have done so;

- (b) We shall not charge You rental for the period that We have possession of the Motor Vehicle, commencing the day after We have taken possession and ending the day that You resume possession, and (if you resume possession) the Term of this lease shall be deemed extended by the period of time that We had possession;
- (c) You may, while We have possession of the Motor Vehicle, request that the lease is terminated pursuant to sec 158 Uniform Consumer Credit Code and We may terminate this lease as a result of Your breach.

6.4 If You have committed an event of default You will be deemed to have made a fundamental breach of this lease and to have repudiated it. In that event, We may terminate this lease without prior notice to You and We will be entitled in addition to any money owing by You and our costs of enforcement, to require payment of the Finalisation Amount.

7. Loss or destruction of Motor Vehicle

7.1 You must, for the duration of the Term or any extension thereof, immediately advise Us if the Motor Vehicle is stolen, lost, destroyed or substantially damaged or impaired.

7.2 If there is a total or substantial loss or destruction of the Motor Vehicle, you must pay us, on demand, the value of the Motor Vehicle immediately prior to the loss, as determined by us together with payment of the Finalisation Amount.

7.3 You must maintain your rental payments until such time as the amount referred to in 7.2 above is paid in full.

7.4 Any rental payments received in the period between receipt of your advice in accordance with 7.1 above and payment of the amount referred to in 7.2 above, and any proceeds received from your insurance on the Motor Vehicle or proceeds received from salvage of the Motor vehicle will be credited against the amount payable under 7.2 above.

7.5 Upon us receiving payment in full under 7.2 above, this agreement will terminate and you will no longer be liable to make rental payments under this agreement.

8. Expiry of lease term

8.1 Within a reasonable time prior to the expiry of the lease term, You may offer to purchase the Motor Vehicle from Us for the Residual Value. We may accept or decline that offer in our

absolute discretion, and upon terms as We see fit. You acknowledge that if You purchase the Motor Vehicle, You must return to Us the payment alert device which we will remove from the Motor Vehicle at no cost to You.

- 8.2 If You do not wish to purchase the Motor Vehicle, or if We cannot agree to the terms of that purchase, You must deliver the Motor Vehicle to Us on the expiry date, and pay to Us the rental or other money owing by You to the expiry of the term.
- 8.3 If this lease continues beyond the expiry date, or if You remain in possession of the Motor Vehicle beyond the expiry date, then without prejudice to our rights to require immediate delivery of the Motor Vehicle, You must continue to pay to Us the rental and other payments at the rate and at the frequency specified in the schedule and you shall continue to be bound by your obligations under this lease. We may, but are not obliged to agree to an extension of the lease term.
- 8.4 You may end this lease early by returning the Motor Vehicle to Us during ordinary business hours in which event you shall be obliged to pay to Us the Finalisation Amount, when it is determined by Us. For the avoidance of doubt, if You return the Motor Vehicle to Us and do not collect it within 2 business days, You shall be deemed to have requested the termination of this lease pursuant to section 158 Consumer Credit Code.
- 8.5 If You have made payments to us in addition to our entitlements (however arising), We will refund any sum due to You within a reasonable time of the ending of this lease.

9. Chattels and personal effects

- 9.1 In the event that We come into possession of the Motor Vehicle for any reason and this lease ends:
- (a) Acknowledge that we may treat any chattel or personal effect found inside the Motor Vehicle as being your personal property;
 - (b) We shall retain those chattels or personal effects (unless they are of a perishable nature, in which event We may discard them immediately) for a period of 30 days;
 - (c) If You have not claimed those chattels and personal effects from Us within 30 days, We shall be at liberty to dispose of them in any manner We see fit;
 - (d) You indemnify Us against any claim arising out of our doing so.

10. Acknowledgments and general terms

10.1 You represent and warrant to Us that all information given by You to Us and all responses to any enquiries that We may make of You in the future during the term are and will be true and correct.

10.2 You acknowledge that:

- (a) Time is of the essence of Your obligations pursuant to this lease;
- (b) Any waiver or forbearance in respect of any of our entitlements pursuant to this lease will only operate if it is given to You in writing and will only apply to the circumstance set out;
- (c) No delay or failure on our part to exercise any right power or privilege which We have will operate as a waiver of any such right power or privilege;
- (d) This lease may be varied only with our consent, and no variation shall be effective unless we have forwarded to you a record of such variation which we may require that you execute;
- (e) This lease is governed by the laws of the State of New South Wales;
- (f) We are entitled to assign our rights under this lease (or any of them) and our ownership of the Motor Vehicle without notice to You and in the event of such assignment and upon You being given notice by Us of that assignment, You will perform your obligations (or so much of them as has been assigned) to our assignee as though they were named the Lessor in our place and stead. You acknowledge that if We assign our interest in the Motor Vehicle and the lease, your rights and obligations in respect of the Extended Motor Vehicle Warranty will remain with Us.;
- (g) Any determination by Us or any certificate issued by Us will be sufficient to proof of the matters stated in it unless it proves that it is wrong;
- (h) If You have entered into this lease as trustee of a trust, You are liable in your own right and as trustee of the trust. If this lease is regulated under any consumer legislation or other law, any provision of this lease which does not comply with that law shall have no effect so as to the extent necessary, this lease is to be read as though it does not impose any obligation which is prohibited by that law;
- (i) If GST is payable upon any supply made by Us or in connection with this lease which is not expressed in this lease to be inclusive of GST, the amount that You must pay for that supply is increased by the amount of GST. To the extent that We are obliged to pay GST on any sale of the Motor Vehicle in the exercise of rights upon termination of this lease,

the amount of that GST is to be disregarded in assessing the sum which is due by You to Us (if any);

- (j) To the fullest extent possible the obligations of the Lessee shall not merge upon the expiry or termination of this lease, and shall remain in full force and effect unless inconsistent with the context of this lease.

10.3 Notices

Any notice required to be given under this lease must be in writing and signed (in your case) by You, and in our case, by any officer or employee authorised to do so. Notices to You shall be deemed served:

- (a) If forwarded by ordinary post to your address in the schedule;
- (b) If delivered personally;
- (c) If given in any other manner authorised by law;

Regardless of whether You receive the notice.

Notices to Us must be forwarded to our address in the schedule by ordinary post or delivered personally.

11. Guarantee

- 11.1 The Guarantor acknowledges that We have entered into this lease with the Lessee at the request of the Guarantor and in reliance upon the Guarantor giving this guarantee.
- 11.2 The Guarantor guarantees to Us payment of all monies and performance of all obligations by the Lessee under this lease and indemnifies Us against any loss incurred as a result of any default of the Lessee under the lease.
- 11.3 The Guarantor acknowledges that its liability to Us will not be affected by any concession made by Us to the Lessee, any variation of this lease, the exercise by Us of any right or entitlement under the lease (including the right of termination), or any delay or waiver or other concession made by Us, or the death or insolvency of any Lessee.

FORM 11

(Reg 35 and s 153)

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR CONSUMER LEASE

This statement tells you about some of the rights and obligations of yourself and your lessor.

It does not state the terms and conditions of your lease.

THE LEASE

How can I get details of my lease?

1. Your lessor must give you a copy of your consumer lease with this statement. Both documents must be given to you within 14 days after the lessor enters into the consumer lease, unless you already have a copy of the consumer lease.

If you want another copy of your lease write to your lessor and ask for one. Your lessor may charge you a fee. Your lessor has to give you a copy:

- within 14 days of your written request if the contract came into existence 1 year or less before your request; or
- otherwise within 30 days.

What should my lease tell me?

2. You should read your lease carefully.

Your lease should tell you about your obligations, and include information on matters such as:

- details of the goods which have been hired; and
- any amount you have to pay before the goods are delivered; and
- stamp duty and other government charges you have to pay; and
- charges you have to pay which are not included in the rental payments; and
- the amount of each rental payment; and
- the date on which the first rental payment is due and either the dates of the other rental payments or the interval between them; and
- the number of rental payments; and
- the total amount of rent; and
- when you can end your lease; and
- what your obligations are (if any) when your lease ends.

This information only has to be included in your lease if it is possible to give it at the relevant times.

If your lease does not tell you all these details, contact the Government Consumer Agency, or get legal advice as you may have rights against your lessor.

Can I end my lease early?

3. Yes. Simply return the goods to your lessor. The goods may be returned in ordinary business hours or at any other time you and the lessor agree on or the court decides.

What will I have to pay if I end my lease early?

4. The amount the lease says you have to pay. If you have made rental payments in advance then it is possible that your lessor might owe you money if you return the goods early.

Can my lease be changed by my lessor?

5. Yes, but only if your lease says so.

Is there anything I can do if I think that my lease is unjust?

6. Yes. You can apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

THE GOODS

If my lessor writes asking me where the goods are, do I have to say where they are?

7. Yes. You have 7 days after receiving your lessor's request to tell your lessor. If you do not have the goods you must give your lessor all the information you have so they can be traced.

When can my lessor or its agent come into a residence to take possession of the goods?

8. Your lessor can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the Consumer Credit Code.

GENERAL

What do I do if I cannot make a rental payment?

9. Get in touch with your lessor immediately. Discuss the matter and see if you can come to some arrangement. For example, you could ask your lessor:

- to extend the term of the lease and either reduce the amount of each rental payment accordingly or defer rental payments for a specified period; or
- to simply defer rental payments for a specified period.

What if my lessor and I cannot agree on a suitable arrangement?

10. You can apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this. If you have been unemployed, sick or there is another good reason why you are having problems with your lease, then your lease may be able to be changed to meet your situation. There are other people, such as financial counsellors, who may be able to help.

Can my lessor take action against me?

11. Yes, if you are in default under your lease. But the law says that you cannot be unduly harassed or threatened for rental payments. If you think you are being unduly harassed or threatened, contact the Government Consumer Agency or the Trade Practices Commission, or get legal advice.

Do I have any other rights and obligations?

12. Yes. The law will give you other rights and obligations. You should also READ YOUR LEASE carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT THE GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

EXTENDED MOTOR VEHICLE WARRANTY

Licensed Motor Dealer DTGV1 Pty Ltd CAN 099 333 132 ('The Dealer') stands behind the quality of all the Motor Vehicles they own and lease.

All the Dealer's motor vehicles undergo a thorough independent mechanical and safety inspection prior to being leased.

The Dealer provides you ("the Lessee") with warranty over the motor vehicle, the subject of the Motor Vehicle Lease for the term of the lease, on the terms and conditions contained herein and as annexed to the Lease ("the Warranty").

Under the Warranty, the Dealer agrees to repair or replace any part of the Motor Vehicle that suffers a defect during the period of the Warranty, subject to the terms and conditions contained herein. For the purpose of the Warranty, the Motor Vehicle has a "defect" or a "defective component" if a part of the Motor Vehicle does not perform its intended function, or has deteriorated (other than for a reason contained in Clauses 11) to an extent where it cannot be reasonably relied on to perform its intended function.

IMPORTANT: PLEASE READ THIS WARRANTY CAREFULLY AND UNDERSTAND THE TERMS AND CONDITIONS RELATING TO YOUR EXTENDED MOTOR VEHICLE WARRANTY.

THE PARTIES AGREE:

1. The Warranty is provided by the Dealer to the Warranty Lessee in conjunction with the lease of the Motor Vehicle to the Lessee in accordance with the terms and conditions contained herein.
2. This Warranty is subject to and conditional upon:
 - (a) The Lessee entering into the Lease of the Motor Vehicle
3. **Service Schedule:** The Lessee hereby agrees to the terms and conditions and exclusions contained herein and agrees to maintain the Motor Vehicle by a regular service schedule as follows:
 - (a) Maintain the sound mechanical condition of the Motor Vehicle by regular service of the Motor Vehicle to manufacturer's standards with a licensed and registered Motor Vehicle mechanic at intervals not exceeding every ten thousand kilometres (10,000kms) the Motor Vehicle travels or every six (6) months commencing from the date of purchase, whichever occurs first.
 - (b) If the date of issue of the Motor Vehicle is over ten (10) years prior to the date of lease or if the Motor Vehicle's odometer reading is in excess of 140,000 km at the date of lease, then in addition to paragraph 3(a), the Motor Vehicle must have an oil change and safety check by a licensed and registered motor vehicle mechanic at intervals not exceeding every (5,000 kms) or every three (3) months from the date of lease, whichever occurs first.
 - (c) Within seven (7) days of the relevant service being performed on the Motor Vehicle, post the completed and stamped service coupon from the service booklet provided to the lessee (together with a copy of the invoice from the mechanic

servicing the Motor Vehicle) to the Dealer's Warranty Claims Division at the address shown on the service coupon booklet.

- (d) Please read carefully: the Dealer shall not be held responsible for any damage occurring from overheating or lack of oil, so please maintain your service schedule. The Lessee is responsible to ensure that the vehicle is serviced and maintain adequate levels of water and oil throughout the warranty period.
 - (e) Should the Lessee breach any of the terms and conditions contained in paragraph 3, the Dealer may in its sole and absolute discretion, invalidate any claim made under this Warranty.
4. **Claims:** To make a claim the Lessee must follow the Claim Procedure referred to herein. If the Claim Procedure is not adhered to by the Lessee, the Dealer may invalidate any claim under this Warranty in its sole and absolute discretion.
 5. **Assessment of Claim:** Upon receipt of a claim, the Dealer will assess whether the claim is valid and within the terms of this Warranty and that the Lessee has complied with their obligations under the Warranty, including ensuring that the Vehicle has been serviced in accordance with Clause 3.
 6. **Independent Inspection:** As part of assessing any claim made by the Lessee under this Warranty, the Dealer may require that an inspection of the Motor Vehicle be undertaken by an independent licensed mechanic to assist the Dealer in determining the nature and cause of the defect and whether such defect is covered by this Warranty.
 7. **Authorised Repairer:**
 - (a) If and when the Dealer has decided that the defect is covered by the Warranty, the Motor Vehicle shall, at the Lessee's expense, be delivered to a licensed mechanic in the Dealer's workshop or another workshop approved by the Dealer ("Authorised Repairer") for the purpose of obtaining a quote for the work required to be undertaken to repair or replace the defective component(s) pursuant to the warranty claim ("Quote").
 - (b) Upon the Dealer receiving the Quote from the Authorised Repairer, the Dealer shall notify the Lessee whether the Dealer is willing to accept the quote and authorise the work be undertaken in accordance with the quote (subject always to the provisions of Clause 9 below). In the event that either the Dealer or the Lessee is not satisfied with the price or any other aspect of the quote, that party may get a second quote from another Authorised Repairer for consideration by the Dealer.
 8. **No agency relationship:** The Authorised Repairer is not an agent of the Dealer and does not have authority to undertake any repairs under the Warranty without the express authority of the Dealer. The Dealer shall not be liable to pay for any repairs undertaken to the Vehicle unless the Authorised Repairer has written authorisation from the Dealer or its warranty claims officer.
 9. **Claim Limits and Limitation of Liability:** The Dealer shall only be obliged to honour and indemnify the Lessee in regard to each individual claim made under this Warranty for the repair and/or replacement of defective components in the following categories up to the following Warranty Claim Limits. In the event that the total cost of repairs or

replacement costs for repairs in a category of repairs exceeds the Dealer's Warranty Claim Limit, the Lessee shall be liable for such additional costs ("Excess"). The Lessee hereby acknowledges that the Excess shall be paid directly to the Authorised Repairer who has undertaken the work and that the Authorised Repairer may exercise their rights under the repairer's lien until the Excess is paid.

Category	Claim Limit:
<p>(a) Engine Engine Block (if damaged internal components) Oil Pump, Pistons, Piston Rings, Crankshaft and Meshing Timing Gears, Crankshaft Bearings and Camshaft Gears, Internal Bushings, Connecting rods, Balance shaft and Bearings, Cylinder heads, valves, valve stem seals lifters and Lash adjusters (if no evidence of overheating or corrosion) <i>Cylinder Head gaskets are only covered when repairs are carried out on the components listed in this subsection</i></p>	Up to \$2,000.00 per claim
<p>(b) Transmission (manual or automatic) The internal lubricated parts and selector shafts Of both manual and automatic transmissions. <i>(Specifically excluding transfer cases, Selespeed motors and worn convertor clutches)</i></p>	Up to \$2,000.00 per claim
<p>(c) Differentials Internally lubricated parts (specifically excluding axles, wheel <i>Bearings and worn limited slip clutch assemblies)</i></p>	Up to \$1,500.00 per claim
<p>(d) Cooling System Cooling Fan, Water Pump, Welsh Plugs (impeller shaft bearings, bushes), (specifically excluding any damage caused by collision or the result of road surface projectiles)</p>	Up to \$500.00 per claim
<p>(e) Drive shafts, CV Joints <i>(Specifically excluding CV dust boot)</i></p>	Up to \$500.00 per claim
<p>(f) Free wheeling hubs (4WD's & commercials only)</p>	Up to \$500.00 per claim
<p>(g) Electrical System Alternator, starter Motor, Voltage Regulator, Front windscreen Wiper motor.</p>	Up to \$500.00 per claim
<p>(h) Steering System Rack and Pinion, Power Steering Pump, Steering box and Internal parts and switch.</p>	Up to \$500.00 per claim
<p>(i) Braking System Booster and Brake Calipers, master cylinder <i>(specifically excluding brake pads or linings, service items and disc rotors)</i></p>	Up to \$500.00 per claim
<p>(j) Air Conditioning & heating system (including heater cores) Condenser, Evaporator and compressor, heater core.</p>	Up to \$500.00 per claim

(Specifically excluding gas, leakages, pipes, thermostat, Receiver dryer and TX valves.)

- (k) Clutch** **Up to \$500.00 per claim**
Slave Cylinder, Master Cylinder.
(Specifically excluding clutch plate and pressure plate.)
 - (l) Turbo's** **Up to \$500.00 per claim**
This cover only applies to factory fitted Turbochargers.
 - (m) Electronic Ignition Components** **Up to \$500.00 per claim**
This cover only applies to factory fitted Electronic Ignition Components, *(Excludes service items – distributor cap, Rotor button and ignition leads and remote keypad)*
 - (n) Electronic Solenoids and Computers** **Up to \$500.00 per claim**
Engine control module, Transmission computer, Cruise Control's sensors and Actuators (if factory fitted).
 - (o) ABS Braking Systems** **Up to \$500.00 per claim**
ABS Actuators, Electronic Module and Wheel Speed Sensors
(specifically excluding brake pads or linings, disc rotors and Service items).
 - (p) Radiator** **Up to \$500.00 per claim**
Engine Cooling Radiator, covered against leaks due to corrosion
(Specifically excluding damage by impact and service / Internal Cleaning of blocked radiators).
10. **Items Exclusions:** This Warranty does not cover the repair or replacement of following components:
- (a) Hoses, pipes, thermostats, head gaskets, damaged engine components caused by blown head gasket, seals, leakages (including oil, petrol, gas and water), fuel pumps, fuel injectors or carburetors, remote control keypads, stereo systems, computers and electronic control devices, unless such items are required to be replaced in conjunction with the repair or replacements of a component covered by this Warranty;
 - (b) Rotary engines and two (2) stroke engines;
 - (c) Components and parts which have been repaired or replaced by a person other than an Authorised Repairer after the commencement of the lease.
 - (d) Components and parts which have been modified from Motor Vehicle manufacturers specifications;
 - (e) Components or accessories that have been fitted to the Motor Vehicle after the initial sale of the Motor Vehicle by the manufacturer (ie. aftermarket parts or accessories including but not limited to LPG fuel systems, bull bars, driving lights, winches, roof racks, towbars and auxiliary fuel tanks).
 - (f) Suspension components including but not limited to shock absorbers, springs, leafs, swing arms and control arms.

- (g) Any of the following items (collectively referred to as "Maintenance items") except where they are required to be repaired or replaced as a direct result of a defect in a component otherwise covered by this Warranty: tyres and tubes; batteries (replacement or recharging); spark plugs; glow plugs, filters (including air, oil, fuel and LPG lock off filters); engine, power steering, cooling system and other belts, hoses (including LPG hoses); wiper blades; clutch linings; cleaning or flushing of fuel, coolant, brake, engine, transmission, differential, power steering, etc; carbon and sludge removal; maintenance servicing of emission control system devices; adding to (or replacing) lubricants; adding to (or replacing) air conditioning refrigerant; any necessary adjustments to drive belts, transmission, clutch, park brake etc; wheel balancing; wheel alignment; de-busting or de-glazing of brake linings or pads; clutch lining wear or damaged clutch components due to lining wear; brake disc pad or disc wear; paint, finishes and trims due to normal deterioration; body panel adjustment; door, or bonnet lock adjustments; glass or channel adjustments; body rattle, squeaks and general tightening of bolts, fasteners and fittings; chipped glass or breakage; torn or damaged floor mats or carpets; normal wear and tear to trim components.

11. **Disclaimer of Liability** The Dealer expressly disclaims all liability under the Warranty in the following circumstances:

- (a) For costs incurred in towing and/or delivering the Motor Vehicle to, or removing it from, the Authorised Repairer.
- (b) For fees charged by the Authorised Repairer for the purpose of preparing a quote for repairs sought to be covered under this Warranty.
- (c) For reimbursement of any invoice paid or costs incurred by the lessee for repairs undertaken to the Motor Vehicle without the Dealer's prior approval, notwithstanding the repairs may otherwise have been covered by this Warranty.
- (d) For damage occurring if the Motor Vehicle is left unattended or is towed or whilst in the possession of the Authorised Repairer or any other third party.
- (e) For damage or loss as a result or any delay in supply of parts or materials required to complete repairs or delay by the Authorised Repairer to conduct the approved repairs to the Motor Vehicle.
- (f) For damage caused due to abuse, misuse, neglect, collision, fire, theft or submersion in water.
- (g) For damage caused to the Motor Vehicle as a result of overheating due to lack of oil or water or lack of regular maintenance.
- (h) For any claim made while the lessee of the Motor Vehicle was conducting a business of, or whose occupation related to, selling or servicing vehicles;
- (i) For any use of the Motor Vehicle for racing, competition or sporting events;
- (j) For any use of the Motor Vehicle as a taxi, for hire or for courier services;
- (k) For any Motor Vehicle that is a commercial motor vehicle with over one thousand five hundred kilograms (1,500kg) carrying capacity.
- (l) For loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war has been declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalism or requisition or destruction or damage to property by or under the order of any government or public or local authority, riot, civil disobedience, act of terrorism, malicious or willful damage.

12. **Unlimited claims:** The lessee may make unlimited claims under this Warranty for the term of the Warranty for any single defective component, subject to the claim limits and exclusions contained herein.
13. **Other Warranties:** This Warranty does not exclude existing warranties, including those imposed by the relevant legislation.
14. **Warranty Period:** This Warranty shall commence on the lease ("Commencement Date") and shall expire at the end of the lease term.
15. **Expiry of Warranty Period:** On the expiration of the Warranty Period in accordance with the provisions herein, the Dealer shall not be liable for any claims for repairs of the Motor Vehicle by the lessee, or any other party.
16. **Transfer:** This Warranty or any part thereof cannot be transferred, sold or assigned without the prior written consent of the Dealer.
17. **Fraudulent Claims:** in the event of any fraudulent claim or in the event of any damage occurring as a result of a willful act on the lessee's part or with the lessee's connivance, there shall be no entitlement to make a claim and the Dealer shall invalidate any claim and/or this Agreement in its absolute discretion without question.
18. **Change to Motor Vehicle:** The lessee shall notify the Dealer of any change to the identification or description of the Motor Vehicle that is inconsistent with the information contained herein.
19. **Repossession:** In the event of the repossession of the Motor Vehicle by the Dealer, this Warranty will be immediately terminated at the date of repossession.
20. **No Collateral Agreement:** All the term and conditions of this Warranty are contained herein and any verbal representations made by either party (or their respective agents) are not a part of this Agreement.

REMEMBER TO CHECK YOUR OIL AND WATER REGULARLY

WARRANTY CLAIM PROCEDURE

Please note that all claims made under this Warranty may be administered by a central warranty claims division on behalf of the Dealer ("Warranty Claims Division").

1. Read and understand this Warranty. Make sure your claim is covered by the Warranty.
2. Telephone the Warranty Claim Hotline to advise of the claim including the problem with the Motor Vehicle on:

FREECALL 1300 305 988

3. Quote your contract number of this Warranty, the Motor Vehicle's registration number, description and odometer reading at the time of contact with the Warranty Claims Division.
4. Explain to the Warranty Claims Division as completely as possible the problem with the Motor Vehicle.
5. The Warranty Claims Division will process your claim as quickly as possible.

Please note, no repair will be paid by the Warranty Claims Division unless an authorisation number is issued by the Warranty Claims Division to the Authorised Repairer of the Motor Vehicle prior to the commencement of repairs.

If the claim procedure is not carried out in this manner then the Warranty Claims Division may invalidate your claim.

In the event of the Authorised Repairer repairing a part or component of the Motor Vehicle that is not covered by this Warranty, the cost of that service and/or repair shall be the responsibility of the lessee.

Should the amount of the repairs exceed the Claim Limit and such amount is not paid for by the lessee by the due date, the Dealer may invalidate this Warranty.

Failure by the lessee to pay for any work not covered by this Warranty may invalidate this Warranty.

All repairs authorised by the Warranty Claims Division must be carried out by the Dealer's workshop or a workshop approved by the Warranty Claims Division at a quoted price acceptable to the Warranty Claims Division.

The Warranty Claims Division has an absolute discretion as to whether it will or will not pay a claim that falls within the terms of this Warranty. However, the Warranty Claims Division will not exercise that discretion in a way that is harsh, unfair or unconscionable and will always consider the merits and validity of the claim.

ATTENTION !!

Neither the Dealer nor any other companies associated with the Dealer are insurance companies.

This Warranty is not an insurance policy or a contract of insurance.

The Dealer's reputation is based on providing quick and efficient processing of your claims.

Relax and enjoy safe and carefree motoring in your vehicle.

**REMEMBER, PLEASE MAINTAIN YOUR MOTOR VEHICLE IN ACCORDANCE WITH
THE SERVICE SCHEDULE**




V1 Leasing provides the collection services for our lease product and provides you with the following convenient options for you to make your lease payments:

OPTION 1: Via the telephone or internet using BPAY®.

BPAY is easy to use. You simply contact your participating bank, building society or credit union just like you do now with telephone or internet banking and follow the prompts to make payments from your:

- Savings account
- Cheque account

You will need to enter our BPAY Biller Code, as shown in the BPAY logo box below and your personal Customer Reference Number:

	Biller Code: 
	Reference: 

OPTION 2: By direct internet transfer, recurring transfer or periodical payment.

As telephone and/or internet banking is available outside business hours, you'll be able to pay at a time convenient to you. You can also set up a recurring internet transfer so that your bank transfers your payments automatically for you, on a weekly or fortnightly basis. These account details are located on your CBA deposit book received at time of delivery;

BSB # 
Account # 
Ref # 

Alternatively, visit your local branch and set up a period payment arrangement with them using the bank account details. If you are not currently utilising telephone or Internet banking, contact your participating financial institution.

OPTION 3: In person at any Commonwealth Bank branch

Using the deposit book we provide to enable you to make payments at any Commonwealth Bank branch.

OPTION 4: Authority to Debit Credit Card

Using the Form Attached to this document, simply fill out and fax or post to the details below.

Should you have any queries about any aspect of payment, please do not hesitate to contact our Collections Department on 1300 851 119 - remember we are here to help you and make your Leasing experience a pleasant and memorable one.

Yours sincerely

COLLECTIONS DEPARTMENT



LETTER OF AUTHORITY TO CHARGE A CREDIT CARD

To: V1 LEASING

Date:

I, _____
Authorise V1 LEASING to charge my credit / debit card for the amount of
\$ _____, as payment for the processing of (Name) _____ and Account / Lease
Number _____ On due date(s) of payment(s) due.

Details:

- Card Type (*tick box*):  
- Card Number: _____ / _____ / _____ / _____
- Card Expiry Date: ____ / ____ (mm/yy)
- Card Validation Code: _____ (*The last 3 digits of the number printed on the signature panel*).

Name of Cardholder: _____

Signature of Cardholder: _____

PLEASE NOTE: Authorisations which are missing any of the above information will not be processed.

OFFER TO PURCHASE MOTOR VEHICLE

Send to: DTGVI Pty Ltd t/a V1 Leasing (the Owner)

Address: P O Box 3100
SOUTHPORT QLD 4215

Lease Number: [REDACTED]

I/We [REDACTED]
(the Purchaser)

OF _____

hereby makes an Offer to purchase the motor vehicle which I am currently Leasing, with the details set out below;

Make and Model: 1997 HOLDEN COMMODORE - Registration No: [REDACTED]
from DTGVI Pty Ltd t/a V1 Leasing (the Owner)

for an amount of \$ _____ (the Purchase Price).

The Owner may accept or decline this offer by counter signing below.

Date:

Signature: (Purchaser)

Date :

Signature: (Owner)

Accepted Declined (Please Circle)

Counter Offer (If applicable) : _____

Purchaser Acceptance of Counter Offer – Signature:

Date: