



TERMS AND CONDITIONS;

'Lease2own'

V.2023

IMPORTANT INFORMATION:

Before entering:

- We will provide you with an estimate on your suitable 'lease2own' vehicle or asset weekly repayments.
- We may gather your personal information and credit report with your consent to assess or study to provide you with a suitable solution that suits your affordability and vehicle selection.
- We may accept or refuse choice in selection of your vehicle, if we feel that it may be high risk asset or does not meet your credit criteria.
- The estimate we provide contains the asset lease packaged with inclusions that are bundled into weekly payments inc of GST.
- Once contract full term is fulfilled or any buyout fee is paid in full, you are entitled to ownership of the asset.
- Early exit or termination or at event of a total asset loss will forfeit any lease payments made.
- Drive2go Car Leasing reserve the rights to terminate or cancel this agreement and or recover asset for any unpaid account owing or in debt or if and when the contract of agreement has been breached, at anytime.

Authorisation:

- I understand that the vehicle supplied is in acceptable condition that is agreed upon inspection by both parties and any outstanding damage must be reported to Drive2go car Leasing staff member at any time and any repairs must be conducted and approved by Drive2go Car Leasing, during or to be returned.
- I have authorised Drive2go car Leasing with my full consent into my privacy to conduct any credit enquiries related for the purpose or use for my 'lease2own' hire purchase eligibility for approval.
- I understand that Drive2go may contact me by text or phone to remind me of the authorised vehicle related to maintenance, repairs, manage my claims or my account.
- I authorised Drive2go Car Leasing to manage my vehicle or asset maintenance, repairs or submit and handle my insurance claim directly with the insurer, with my full consent.

+ In addition or in conjunction to this "Terms and Condition" documents, is your P.D.S (Product Disclosure Statement) or product information about our 'lease2own' terms, policy and or other information, includes fees or schedules.

You should find the documents attachment available on our website www.drive2go.com.au or direct link here

If you require independent enquiry and or tax advice, we encourage you to seek your legal or accountant for further assistance.

Should you wish to discuss our terms or its conditions with us, please contact us at support@drive2go.com.au

1. ABOUT US:

Who we are or us, (Lessor):

Sydney Automobiles Pty Ltd (ACN 120 164 472) MD-026881
Trading as: Drive2go Car Leasing
A division of 'Sydney Automobiles Financial Services'.

Our Service Address:

Level 1, No 1-5 Link Rd, ZETLAND NSW 2017
Ph: 1300 996 889
support@drive2go.com.au

Our Compliance:

We may engage and provide this business to business leasing agreement under the National Consumer Protection Act 2009 (Cth), Privacy Act 1988 and Anti Money Laundering Act AML/CTF 2006 and in conjunction with compliance or subject to exclusions under the Australian Credit License Act / ACL.

Our Engagement:

We will assess your credit application and act as a referrer to finance broker that may able to assist or facilitate your credit application to the suitable lender. At times, we may also able to provide you with a leasing or hire facility, as a lessor under on our Lease2own contract.

Our Duties:

We will provide you with all outlined services included with supplied asset listed and set on your contract agreement and comply with all related lessor duty of care and set out on our product of information document provided two you.

2. Breaching your 'Lease2own' lease contract of agreement:

You are in automatic breach of agreement and in result your lease agreement may be terminated by Drive2go Car Leasing, if:

- A). You have fail or not made your lease payment on time by due date, pay late fees applied and or if demands was ignored within 21 days from oldest invoice was due for payment.
- B). You have delayed in or fail to make payment arrangement within reasonable amount of time after 28 days from oldest invoice was due for payment.
- C). You have supplied any false or misleading information within the agreement.
- D). You have supplied any false or misleading information regarding any motor claims.
- E). You have used your vehicle for racing, rallying or act with negligence or tort and caused damages to your vehicle or and engine or motor.
- F). You have heavily or permanently modified the vehicle at any way, prior to the end of your lease term.
- G). You have tampered with any fixed parts of the vehicle at any way, prior to the end of the lease term.
- H). Your vehicle has been deemed a total loss from our insurance company, where the market value at the time is less than your lease minimum term or buyout provided by Sydney Automobiles Financial Services.
- I). Your vehicle has been repossessed by our service agent.

3. Consequence of using vehicle for a Prohibited Use

If the vehicle is used for a Prohibited use and this caused, resulted contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage to the vehicle up to the full market value of the vehicle.

Prohibited Use: Using the motor vehicle supplied for other than the use listed in your insurance policy, eg: private, business use or ride share, delivery service or professional driver use.

You are also liable for:

- (A) Drive2go Claims Management Fee and External Damage Assessment Fee if there is damage to the body of the vehicle or the Processing Fees for other types of loss or damage or cleaning.
- (B) towing and storage charges, related.
- (C) loss of rental income; and other losses or expenses related to the incident.

You are responsible for any third party property damage or loss arising from the Prohibited Use of the vehicle and you must indemnify us for any claim made against Drive2go Car Leasing for that damage or loss.

Your liability for personal injuries resulting from the Prohibited Use of the vehicle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes.

If the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense.

4. Personal possessions

You are responsible for loss or damage to your or your passengers' personal possessions in the vehicle accident, even if it was not your fault. Your liability will not be limited to Loss or damage to personal possessions and it is not covered by Drive2go or any insurance providers, whatsoever.

5. Termination of the lease2own agreement:

- A) If and when you are in breach in any of your lease2own agreement terms & conditions, breach in your lease or insurance policy, or have missed more than 28 days of your oldest invoice for payment.
- B). If you or any lessee choose to return or hand back the vehicle to us and or self terminate the lease before the buyout term is met. (You will loose any lease payments that you have made or lease period that you have already served).

6. When exiting contract or termination, before the Lease term expires:

- (A) You can exit the lease2own contract anytime after a minimum period stated on the lease package has been served.
- (B) Hand back notice is required or mandatory stated on term of this contract (refer to your leasing package).
- (C) Once the lease is canceled by you or has been terminated, it is considered as a forfeited or no longer valid.

7. Refunds:

(Eligibility): You may be entitle to any upfront 'Basic or Special bond payment' refund when:

- (A) You have completed and paid the minimum term served stated on the lease package chosen in the contract.
- (B) Paid any outstanding amount owing to the lessor.
- (C) You have returned the vehicle in satisfactory order on final inspection.

(Not eligible): You may NOT be entitle to a refund on or when:

- (A) Asset Deposit towards your (eg: vehicle or other asset specified)
- (B) When exiting or termination within your minimum lease term specified.
- (C) Any lease or hire repayments paid, when exiting or being terminated of your contract.
- (D) Breach in your contract.
- (E) You have not pay debt owing on your account
- (F) You have not pay the Buyout offer
- (G) You have not finalised your dispute related to your asset and or reach claim settlement from insurer.

8. Late fees / dishonour fee:

A daily late fee of \$5.50 is applicable and are enforceable on your each and individual lease repayment invoice and or toll admin invoice. It is calculated from invoice due date stated and when individual invoice has been paid in full. Daily late fees will be applied on continued monthly basis with a separate payable invoice.

9. Lease Holds:

- (A) Lease hold is eligible for members that have had served a minimum of 90 days within the lease agreement, eligible applicant may apply hold of up to 2 (two weeks) of unpaid lease payments per annual intervals only and the hold period will be deferred or treated as additional term applied on your original lease term.
- (B) Or in the event of motor accident time during repairs or insurance claim process to reach settlement,

10. Insurance Liability or Claim & Management Policy:

- (A) Insurance excess is payable for any claim made, whether at 'fault or non at fault' and it may be subject for refundable if third party had admitted liability or recovery has been made by your insurer. Any litigation, repairs or hire car replacement will only be processed and assessed, once claim had been determine and confirmed with a claim number has been provided by your insurer or other party insurer. As the policy holder, you must meet your insurance policy obligation and pay any of applied insurance excesses, where is applicable in this contract.
- (B) Small claims assessment will be assessed accordingly with conjunction of total repair cost vs the excess where is applicable and payable (small damage cost may only the result to pay, if the amount is less than your excess fee, where is applicable).
- (C) By signing our Leas2own contract, you have authorised for us to obtain and manage or maintain renewals of your individual insurance policy and any claim that may arise within the policy period for the duration term of the lease or until is terminated.

11. Total Loss:

- (A) At the event of total loss or damage to your vehicle, it will be assessed on each or individual claim by determination of your insurance assessor or our private assessor and where is deemed to be extensive of the damage repair or unsafe to repair, your vehicle may be deemed as written off or total loss.
- (B) We may evaluate your lease term that you have served and your driving risk profile at the time if total loss event and we may replace your vehicle for a similar make, model and value of your leased vehicle as replacement for you to continue your lease term, subject to vehicle availability and our assessment at the time.

12. Interim Replacement Car Hire,

(whilst insurance claim are in progress):

- (A) A short term replacement car hire during your repairs or insurance settlement.
- (B) In the event of accident repairs or total loss and where the leasee are found to be 'not at fault' and third party has admitted liability and meet their insurance obligation, you will be covered for a similar vehicle hire replacement for the length of the terms until it has reach insurance claim settlement.
- (C) Where if you were found to be 'At fault', you may not able to claim for accident replacement vehicle hire at the time.

13. Indemnify of vicarious liability:

In the event of any claim or damages resulted in liability, where insurance claim has been denied due to negligence, breach of road rules or false or fraudulent claim, the lessee holder stated on this agreement indemnify any liability and agrees to pay any loss or damages caused to our vehicle or third party claim that may arise to Sydney Automobiles Pty Ltd T/as Drive2go Car Leasing.

- a). At all material times, the driver responsible for driving the vehicle at time of the accident as act of self drive, not in the course of employment or in the agency agreement.
- b). At event is clearly the third party accepts full liability and you are are admitted to be 'not' at fault, it is your responsibility to obtain the third party claim number and supply Drive2go Claims for a valid insurance claim number provided by the third party insurer.
- c). If, 'In Breach' of your vehicle insurance policy terms and obligation or false claims reporting in the wording of your document, your claims may be denied and your policy may be canceled in the result and you may be legally in full responsible for liability of any loss or damages that may be associated or may arise and or penalty may be imposed against you.
- d) We may further investigate or seek legal claim assessment by the insurer or updated traffic ruling or law applied from NSW or your local roads authority, our claims management will suspense liability determination of your claim, until it has been compromised and accepted.

14. Toll Roads use policy & Compliance:

- (A) Listed driver is responsible for the toll roads use during and between the period from stated on this lease contract of agreement . It is requirements to supply own toll tag registered and pay own use of tolls roads and drivers are required to comply and maintain credit of tag account retained on the vehicle at any times.
- (B) Any Toll notices will be nominated to the lease holder responsible in this agreement and Drive2go administration will comply with a statutory declaration obligation to nominate the responsible driver which will be the main lease holder and charge admin processing fee of \$5.50 per toll notice excludes any toll charges outstanding to Toll Roads Providers.
- (C) By accepting this agreement you have acknowledged and accepted our tolling policy and you are the nominated lease holder in this contract is the responsible toll road user and to pay any outstanding toll notices or debt to all toll providers from the period stated on this contract.
- (D) The lease holder is the nominated driver listed in this contract will be the primary driver permitted to drive the leased vehicle, unless stated otherwise.

15. Card Debit Authority

Debit authority remains valid and open for reoccurring payment charges applied from the specified term listed from the commencement of the lease, during and also outside the term to recover any amount outstanding as debt payable to Drive2go Car Leasing ABN 98 120 164 472.

Payment Methods & Additional fees payable:

- (A) Direct Debit Payments (Automated reoccurring date via local Visa or MasterCard or Amex) is a Free fee transactions.
- (B) Electronic Funds Transfer Payments (Bank Transfers arranged by client) is a Free fee transactions.
- (C) Online Card Payment (managed by Stripe.com.au, incurs additional merchant fee per transaction):
 - 1. Manual online local credit card will attracts additional 1.75% fee + 0.30c (per transaction).
 - 2. Manual online International credit card will attracts additional 2.9% fee + 0.30c (per transaction).

(D) Debit Amendments or Cancellation Request:

You may cancel, stop or amend your debit authority at anytime by written notice request to accounts@drive2go.com.au or call us 1300 996 889. Please allow amendments or cancellation request will be acted as accordingly within 48 hours.

(E) Fee waiver

This fee waiver may only be applicable only once approved by management to be waived. We advise you to have sufficient credit prior to the nominated debit date to avoid and result to daily late fees or debtors recovery process.

(F) Market guides:

We may estimate and evaluate each vehicle resale pricing by using a recognised industry market guides, in trade-in or wholesale valuation at the time.

(G) Lease repayments calculation

Our lease estimates calculation are based from asset running or operating costs associated with each specified selected asset and based on average sum taken from individual use or each commercial applicant. Estimates are populated or sourced from multiple insurance premiums, asset cover gap insurance, vehicle depreciation loss, commercial insurance or public liability, asset tax and state registration, any additional vehicle warranty costs, regular maintenance costs, wear and tear costs, battery, tyres and or other running expenses that may be associated within the lease period.

20. Debt Recoveries and Repossession:

- (A) We may still proceed with legal claims against you at anytime to recover any debt, penalties, legal or recovery fees owing to Drive2go Car Leasing and we may collect and share your details with third party or our debt recovery agency or authorities to obtain further details about you or your asset for writ of levy under civil claims.
- (B) We reserve the rights to a repossession of the leased vehicle or asset recovery, if you or anyone on the lease is in breach of our policy agreement or non payment after 28 days. It is your obligation to return the vehicle to us to avoid any recovery or repossession charges against you and vehicle access or key must be present during recovery or return to avoid further key replacement and other associated charges. The encumbered registration asset is provided by Sydney Automobiles Financial Services Limited ACN 120 164 472.
- (C) Debt payment agreement can be made within the agreed and specified terms provided by Drive2go Car Leasing, whilst only when the total debt is less than \$2,500 AUD. A specified time frame will be written in the debt agreement for debtor to make payment and this will be considered as early debt settlement arrangement. If or when you fail to meet the demand within or by the expiry date of the full debt payment specified on the debt agreement, we will proceed further legal action and proceedings against you for the debt you owe us and apply any additional charges such as legal or debt recovery agent fees or commission, late fees, asset recovery fee, processing fee, debt administration or any other related associated fees.
- (D) The debt and its information containing any of your information and the debt amount will be transferred to our debt collection agency to proceed with legal action for the debt recovery and civil proceedings will be enforced for court judgement against you or all nominated party stated on the lease agreement noted as lessee stated on the Lease2own contract.

21. Your Duty Of Disclosure:

- 1. Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you.
- 2. Before you extend, vary or reinstate an insurance contract you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. If you do not tell us anything that eg; reduces the risk we insure you for; or is common knowledge; or we know or should know as an insurer; and when or if you:
 - (A) If you do not tell us something
 - (B) If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.
 - (C) If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

22. Amendments or change in our policy:

Amendments in Contract of Agreements Contents or Conditions:

- (A) We maintain the rights to amend or change our Lease2own lease agreement contract terms and conditions or its contents, where amendments is applicable. A notification of the new or amended terms and conditions will be delivered to the lessee or lease holder by email notification, where it automatically replaces or change any of the existing contract terms and conditions applied without further notice to you or consent from you.
- (B) Updates or changes within the policy are in accordance within acceptable terms and conditions of amendments rights within our updated terms or conditions that will or may effect or waive your pre-existing rights or you may find not to be not suitable. If you have any concern or questions about your current or updated terms or conditions, please don't hesitate to contact us on 1300 996 889 or email us at accounts@drive2go.com.au

23. Anti Money Laundering - AML

We maintain to verify your identity screening and digital verification through your application process and track or monitor your payment/s and or transactions via our discretion and we have the rights to report any suspicious activities that may be related to money laundering and or how your funding or income was originated. We are complied under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 AML/CTF Act and rules AUSTRAC membership: 100908510

We aim to prevent money laundering and the financing of terrorism by imposing a number of obligations on the financial sector, gambling sector, remittance (money transfer) services, bullion dealers and other professionals or businesses (known as 'reporting entities') that provide particular services (known as 'designated services'). These obligations include collecting and verifying certain personal or business information about a customer's identity when providing those services. We will collect, store and may use your data under our privacy policy in accordance with the Privacy Act 1988,

24. Complaints and Handling:

If you have any questions about this policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy. Please use the contact link on our website or contact our Compliance Officer using the details set out below.

- (A) We will treat your requests or complaints confidentially. Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in timely and appropriate manner.
- (B) If you are still not satisfied with your motor insurance policy or claim outcome, you have the rights to seek external dispute resolution through AFCA Australian Financial Complaints Authority <https://www.afca.org.au/>
- (C) Our contact details:
I.D.R (Independent Dispute Resolution)
Drive2go Car Leasing
Mail: PO Box A139, Arncliffe NSW 2205
Ph: 1300 996 889
email: management@drive2go.com.au