

KW MOTORS SERVICE PLAN AGREEMENT

Customer's Details

Name	David Smith		
NZDL No.	BF363581	Expiry	2027-02-26
Date of Birth	1952-02-26	Gender	Male
Address	24 Kensington Place, Hamilton		
Mobile	0223662661	Home	
Email			

Vehicle Details

Plate No.	EQS526	Make	TOYOTA	Model	ALTEZZA
Vin No.	7A8H6390708010797				
Year	1999	Color	White	Fuel	01
Name	David Smith				
NZDL No.	BF363581	Expiry	2027-02-26		
Date of Birth	1952-02-26	Gender	Male		

Service Plan Details

Type of Service Plan	Deluxe	Minimum Service Term	2 Years
Vehicle Type	Non European	No. of Cylinders	Petrol 4
Special Benefits*	Free WOF, Pick Up / Drop Off		
First Service Date	18-01-2019	Last Service Date	18-01-2021

Direct Debit Payment Details

Payment Frequency	Weekly	No. of DD Payments	104
Each DD Amount	22.95	Payment Day	Tuesday
DD Start Date	2018-10-23	DD End Date	23 10 2020
Bank Account Name	David Smith		
Bank Account No.	06-0603-0915998-00		
Bank	ANZ		

Declaration

I, David Smith declare that:

- The details that I have provided in this Agreement are true and complete;
- I have read and understood all the terms and conditions as set out in this Agreement; and
- I understand that this is a legally binding Agreement between me and Keith Weir Motors Importers and Exporters Limited trading as KW Motors.

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Signed by Customer	Signed by an Authorised Person of KW Motors
Date: 18-10-2018	Date: 18-10-2018

Customer's Right of Cancellation

You are entitled to cancel this Agreement within 5 working days after the date on which you receive a copy of this Agreement. If you want to cancel this Agreement you must provide a signed written notice to KW Motors before the end of the 5 working days period starting from the first working day after the day you receive a copy of this Agreement by (a) personal delivery; (b) mail via registered post to 27 West Street, Frankton, Hamilton 3204; or (c) email to service@kwmotors.co.nz.

Terms and Conditions

1. Service Plan Validity Period

The KW Motors Service Plan and accompanied special benefits shall be valid for a Minimum Service Term of 1 or 2 years (*as applicable*) effective from the date of the 12th weekly or 6th fortnightly payment, provided that KW Motor receives all payments due and there are no defaults in the direct debit payments.

The Agreement shall be automatically renewed from year to year upon the expiry of the Minimum Service Term on the same terms and conditions, unless otherwise agreed in writing or if the Agreement is terminated pursuant to the terms and conditions of this Agreement.

The **First Service** can be booked after the completion a minimum of 12 weekly or 6 fortnightly payments, provided that KW Motors receives all payments due and there are no defaults.

The **Last Service** can be booked no later than Minimum Service Term, either 1 or 2 years (*as applicable*) plus 12 weeks from the date of this Agreement. If the date of the Last Service falls on a non-working day, the date used for calculation shall be the following working day. Saturday, Sundays and public holidays are not counted as working days.

2. Service Plan Entitlements

The KW Motors Service Plan entitles you to the following types of services:

SERVICE PLAN ENTITLEMENTS					
Plan			Type of Services		
			<i>Minimus</i>	<i>Medius</i>	<i>Maximus</i>
	1 Year	Express	2		
		Standard	1	1	
	2 Years	Express	4		
		Standard	2	2	
		Deluxe	2	1	1

Prior booking of the service appointment *via* KW Motors Service App or telephone on (07) 847 0099 is required, and confirmation is subject to availability.

3. Payments

You agree to pay for the KW Service Plan by way of weekly / fortnightly payments *via* direct debit from your designated bank account for the Minimum Service Term, either 1 or 2 years (*as applicable*), irrespective of whether you utilise the services and special benefits provided for under the KW Service Plan.

If the payment is due on a day which is not a working day, the payment shall be due on the previous working day. Saturday, Sundays and public holidays are not counted as working days.

If there are any changes in your bank or bank account, shall notify KW Motors within 5 working days and complete a replacement direct debit form.

4. Default in Direct Debit Payments

It is your responsibility to keep your designated bank account in funds and to pay all bank fees, including any fees which you bank may charge if your account is overdrawn because of the direct debit payment.

In the event of a default in a direct debit payment due to insufficient funds, KW Motors will make additional direct debit within 5 days of the original dishonoured transaction to recover the outstanding sum. In such event, KW Motors is entitled to charge you our reasonable administrative cost.

If your account is more than four weeks in arrears, KW Motors is entitled to de-activate your account and/or engage a debt collection agency for the recovery of the outstanding sums. In such event, you shall be required to pay all reasonable collection cost incurred by KW Motors, including but not limited to legal fees, administrative fees, interest etc.

5. Transfer of Service Plan

In the event you wish to transfer the KW Service Plan to another vehicle during the Minimum Service Term, either 1 or 2 years (*as applicable*), you are required to notify KW Motors of the reason(s) for the transfer and shall provide all details including but not limited to the Name of the Registered Owner, Plate No, Make, Model, VIN No, Year, Color and Fuel Type of the new vehicle at least twenty working days prior to booking a service appointment. During this period, KW Motors shall notify you if there shall be increase the weekly / fortnightly payments depending on the Make and Model of the new vehicle. All unused benefits accrued under the KW Motors Service Plan cannot be transferred to the new vehicle.

6. Termination of This Agreement

KW Motors is entitled to terminate the KW Motors Service Plan immediately by giving you notice in writing, if you breach any term or condition set out in this Agreement including but not limited to there being a default in the direct debit payment.

If you choose to terminate this Agreement anytime during the Minimum Service Term, you must pay KW Motors a termination fee of 33% of the balance of the payments you agreed to pay for the Minimum Service Term. KW Motors is entitled to debit the termination fee from your bank account within five working days from the date you provide notice of the termination. Termination shall be effective from the date KW Motors receives the termination fees, and all service(s) and/or privilege(s) under the KW Motors Service Plan shall be immediately forfeited.

7. Notices

Each notice or other communication relating to this Agreement shall be made in writing and sent by personal delivery, registered post or email. The address and email address of you and KW Motors are as stated in this Agreement.

You agree to notify KW Motors should there be any change in your Name, Driver's License, Address, Contact Number(s), Address and/or Vehicle.

A notice is not effective until the party it is addressed to receives it. For this purpose, KW Motors deems a notice sent to you to be received:

1. In the case of a written notice sent by registered post, on the third working day after it has been posted or earlier based on the delivery notification; and
2. In the case of an email, on the working day it was sent or the next working day, if it was sent after 5.00 pm on a working day or anytime on a non-working day.

8. Governing Law

This Agreement is governed by and shall be interpreted under the laws of New Zealand.