



## **Key features of a finance lease**

1. You have requested that BMW consider entering into a finance lease.
2. A finance lease will usually be suitable if a vehicle is used for business purposes. A finance lease will not usually be suitable for a private vehicle.
3. If there is more than one lessee:
  - (a) you might jointly have made arrangements between yourselves in relation to which of you makes the payment to BMW;
  - (b) despite any arrangements between yourselves, both of you are liable to BMW for all the obligations under the lease; and
  - (c) use and possession of the vehicle does not affect who has the obligation to pay BMW.
4. This summary of Key Features is designed to help you decide whether to enter into a finance lease with BMW.
5. The key features of a finance lease include:

### **Ownership**

- (a) BMW owns the vehicle being leased however during the lease term you will need to maintain, insure and keep the vehicle at an address agreed with BMW.
- (b) When the lease ends, and at BMW's option, you will either need to:
  - (i) return the Vehicle to BMW; or
  - (ii) pay the agreed residual value to BMW.
- (c) If the motor vehicle is returned to BMW, BMW will sell the motor vehicle and then either:
  - (i) BMW will pay you any surplus amount (less costs of sale) above the residual value; or
  - (ii) You will need to pay BMW the shortfall between the sale price, costs of sale and the residual value.
- (d) If you pay BMW the residual value then you become the owner of the Vehicle.

### **Security and Repossession**

- (e) If you do not make payments when due or otherwise comply with your obligations to BMW under the agreement, BMW may repossess and sell the motor vehicle.
- (f) If you have entered into any other agreement with BMW and default under that other agreement, then that default is also a default under this agreement and BMW is able to repossess the motor vehicle referred to in this agreement and vice versa.
- (g) If it is necessary to repossess and sell the motor vehicle, then in addition to the default fees and any default interest, you will also be charged for any third party costs. These are usually the costs of any repossession, storage and sale. These costs may also include the costs to bring the vehicle up to a standard that is suitable for sale.



### Interest and Interest Rates

- (h) The interest rate under the agreement and the total amount of interest you will pay for the full term of the agreement are set out in the attached disclosure statement.
- (i) The interest rate at the time you enter into the agreement is fixed for the whole term of the agreement and will not change.
- (j) BMW may charge you a default rate of interest which is 5% higher than the interest rate in your agreement if you do not make any payments when they are due.

### Default Fees

- (k) If you do not make payments when due BMW will charge you:
  - (i) \$6 in the event that a payment tendered is dishonoured by your bank;
  - (ii) \$15 if an intention to repossess letter is issued if your loan account goes into arrears;
  - (iii) \$15 if BMW engages a repossession Agent;
  - (iv) \$50 if BMW repossess the vehicle; and
  - (v) third party costs relating to the collection and enforcement of the agreement.

### Third Party Fees

- (l) You will be charged for any third party fees, for example PPSR registration costs, search costs and also any fee charged by the broker or dealer who arranged the finance (dealer origination fees).

### Payments

- (m) The payments you will make under the agreement and the total amount of all payments you will make under this agreement, including interest and the residual value payment which may be required, are set out in the attached disclosure statement.
- (n) BMW does not have to accept any early payments of the monthly payments due. If BMW does accept an early payment, it will be credited to the next payment(s) due. There is no interest saving or benefit for you in making payments early.

### Early Repayment of the Whole Agreement

- (o) You can end the agreement at any time by asking BMW to provide you with a settlement amount. If you end the agreement early the amount you need to pay is determined by the formula set out in the disclosure statement. There are no additional fees if you want to repay the loan early.

### Cancellation

- (p) If you enter into the agreement you have a very short time period where you can cancel the agreement as follows:
  - (i) If the disclosure statement is handed to you - you must give written notice to BMW that you intend to cancel the contract within 5 working days of the statement being handed to you.



(ii) If the disclosure statement is emailed to you - you must give notice to BMW that you intend to cancel the contract within 7 working days of the statement being emailed to you.

(q) What you have to do and what you have to pay if you cancel the agreement is set out in detail in the disclosure statement.

6. If you are considering entering into this agreement and you are not the person who will usually have access to and use of the motor vehicle being financed, BMW recommends that you seek independent legal advice about the nature of your obligations.

### **Notes**

The Credit Contracts and Consumer Finance Act 2003 obligates us to ensure that any lease we provide to you is suitable for your purposes and at the time you enter into the lease, that you will be able to comply with your obligations without suffering substantial hardship. To help us make this assessment, we will consider your financial situation and your requirements and objectives in obtaining credit from us. Some of the information we collect will need to be verified to enable us to rely on it (such as by obtaining proof of your income). Even if we do offer you a lease, we recommend you consider whether the lease will be right for you and whether you are comfortable that you will be able to meet your commitments under the lease.

If you would like any further information about how this agreement operates or the terms of the agreement you should ask your financial advisor, accountant or legal advisor. BMW is not able to provide you with personalised advice which takes into account your individual circumstances. Credit is provided by BMW Financial Services New Zealand Limited. You may contact us at any time by writing to us at PO Box 9510, Newmarket, Auckland 1149, by phone on 09 573 2535 or by email at [customerservicenz@bmw.co.nz](mailto:customerservicenz@bmw.co.nz).

If you enter into an agreement with BMW, we may pay a fee, charge or commission to the person that arranged the lease with you. You may ask the person who arranged the loan for details of the amount they may receive in relation to the loan agreement.

If you have not received the level of service you expected or are unhappy with your lease please contact BMW directly. You may contact us by phone on 09 573 2535, by email at [complaints@bmwfinance.co.nz](mailto:complaints@bmwfinance.co.nz) or by post at PO Box 9510, Newmarket, Auckland 1149. We try to resolve all concerns quickly and fairly.

You may also complain to our external dispute resolution scheme. BMW is registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 with registration number FSP28161 and is a member of a dispute resolution scheme operated by Financial Services Complaints Limited. It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with BMW. Contact details of the dispute resolution scheme are: Phone 0800 347 257, Website [www.fscl.org.nz](http://www.fscl.org.nz), PO Box 5967, Wellington 6145.



## 融资租赁的主要特点

### Key Features of a Finance Lease Translation

1. 您已经要求宝马考虑签订融资租赁合约。
2. 融资租赁通常适合商用车，而通常不适合私家车。
3. 如果承批人超过一人：
  - (a) 您可以在内部共同做出安排，决定谁来向宝马偿付款项；
  - (b) 尽管是自行安排，但两位人士都对宝马负有根据本租约的所有还款义务；以及
  - (c) 车辆的使用和占有不影响谁承担向宝马付款的义务。
4. 这份主要特点的总结是为了帮助您决定是否与宝马签订融资租赁约。
5. 融资租赁的主要特点包括：

#### 所有权

- (a) 宝马拥有进行租赁的车辆，但是在租赁期间，您需要保养车辆、购买保险，将车放在宝马认同的地址。
- (b) 租赁结束时，由宝马选择，您需要采取以下两种行为之一：
  - (i) 向宝马交还车辆；或
  - (ii) 向宝马支付商定的残余价值。
- (c) 如果机动车交还宝马，宝马将出售该车，此时发生以下两种情况之一：
  - (i) 宝马将向您支付超出残余价值部分的数额（减去销售成本）；或
  - (ii) 您需要给宝马补齐销售价、销售成本高出残余价值的差额。
- (d) 如果您向宝马偿付残余价值，则您成为车辆的所有者。

#### 抵押和收回

- (e) 如果您未能按期付款，或者未能履行根据本协议对宝马的义务，宝马可能收回和出售汽车。
- (f) 如果您与宝马签订了任何其他协议并且对其他协议违约，则该违约行为也是对本协议的违约，宝马可以收回本协议的机动车，反之亦然。
- (g) 如果有必要收回、出售汽车，除了违约费用和违约利息，任何第三方费用也要向您收取。通常是回收、存放和销售的费用。这些费用可能还包括将车辆提升到某一标准以适合销售的花费。



### 利息和利率

- (h) 本协议的利率以及整个协议期间将支付的利息总额在附件中的披露报表中列明。
- (i) 您签订协议时的利率是固定的，沿用于整个协议期间，不会改变。
- (j) 如果您未能按期付款，宝马将收取违约利率，比协议利率高出 5%。

### 违约费用

- (k) 如果您未能按期付款，宝马将向您收取以下费用：
  - (i) 如果您的银行拒付，收取**\$6**；
  - (ii) 在您的贷款账户发生拖欠的情况下，如果我们发出车辆收回意图信，收取**\$15**；
  - (iii) 如果宝马请来了收车代理，收取**\$15**；
  - (iv) 如果宝马回收车辆，收取**\$50**；以及
  - (v) 本协议托收和强制执行产生的第三方费用。

### 第三方费用

- (l) 您会被收取任何第三方费用，比如 PPSR 注册费、搜索成本，以及安排融资的中间商或经销商收取的任何费用（经销商启动费）。

### 付款

- (m) 您根据本协议所付款项和所有付款的总额，包括利息和可能要求的残余价值付款，在附件中的披露报表中列明。
- (n) 宝马不一定要接受任何提前支付每月到期付款。如果宝马不接受提前还款，款项将记入冲抵下期付款。提前还款没有利息减免或其他收益。

### 提前归还整体协议款项

- (o) 您可以随时终止本协议，只要求宝马为您提供一个结算金额。如果您提前终止本协议，您需要偿付的总额由披露报表中的公式计算得出。如果您想提前偿还贷款，没有额外的费用。

### 取消

- (p) 如果您签署本协议，在一小段时间内您可以取消协议，具体情况如下：
  - (i) 如果披露报表已经呈交给您——在接收报表的 5 个工作日之内，您必须向宝马提出书面通知，表明您打算取消合同。



(ii) 如果披露报表以电邮方式寄送给您——在电邮发出的 7 个工作日内，您必须向宝马提出书面通知，表明您打算取消合同。

(q) 如果您取消合同，必须做的事项和支付的款项详细列在披露报表中。

6. 如果您正在考虑签订协议，而您并不经常使用该进行融资的机动车，我们建议您寻求有关您责任性质的独立法律意见。

## **备注**

《2003 年信贷合同和消费金融法案》要求我们确保提供给您的任何贷款都适合实现您的目的，在您签字贷款的时候，您有能力遵守还款义务，而不会遭受重大经济困难。为了帮助我们做这一评估，我们将考虑您的财务状况，以及您从我们获取信贷的要求和目的。我们收集的有些信息需要验证，让我们能够信赖（如获取您的收入证明）。即使我们为您提供贷款，我们也建议您考虑该贷款是否适合您，以及根据本贷款协议您是否能按约定还款，是否感到称心如意。

如果您想了解关于本协议操作或协议条款的进一步信息，您应该咨询财务顾问、会计师或法律顾问。宝马无法提供考虑您个人情况的个性化建议。信贷由宝马金融服务（新西兰）有限公司提供。您可以随时联系我们，信件请寄往 PO Box 9510, Newmarket, Auckland 1149，电话请拨打 09 573 2535，电邮请发往 customerservicenz@bmw.co.nz。

如果您与宝马签订协议，我们可能向为您安排贷款的人支付费用或佣金。您可以向安排贷款的人询问他们据本贷款协议收款金额的详情。

如果您没有得到您所期望的服务水平，或对您的贷款不满，请直接联系宝马。您可以通过以下方式联系我们：电话请拨打 09 573 2535，电子邮件请发往 [complaints@bmwfinance.co.nz](mailto:complaints@bmwfinance.co.nz)，或者将邮件寄往 PO Box 9510, Newmarket, Auckland 1149。我们竭力迅速公正地解决所有问题。

您也可以向我们外部的争端解决机制提出投诉。宝马根据《2008 年金融服务提供商（注册和争端解决）法》获得注册，注册号为 FSP28161，是争端解决机制的成员，该机制由金融服务投诉有限公司运作。向这个独立的争端解决机制投诉是免费的。该机制可以帮助您解决与宝马之间的任何分歧。该争端解决机制的联系方式：电话 0800 347 257，网址 [www.fscl.org.nz](http://www.fscl.org.nz)，邮政地址 PO Box 5967, Wellington 6145。