



FINANCIAL SERVICES

## CONSUMER LOAN CONTRACT

### Loan Schedule

#### Contract Number:

Lender: **Nissan Financial Services New Zealand Pty Ltd** (“NFS” “we” “us” “our”) trading as Nissan Financial Services, Incorporated in Australia ACN 163 511 224, PO Box 83101 Wellington 6440.

You, the Borrower(s) named below, offer to borrow money from us on the terms and conditions of this Loan Schedule and the document entitled Terms and Conditions of your Consumer Loan (“**Terms and Conditions**”). If we accept your offer, the contract will be made up of this Loan Schedule and the Terms and Conditions (this “**Contract**”).

This Loan Schedule does not contain all the pre-contractual information we must give you before you offer to enter into this Contract with us. The rest of that information is contained in the Terms and Conditions. Some of the capitalised terms used in this Loan Schedule are defined in the Terms and Conditions.

#### Borrowers Information (“you” “your”)

Borrower:
Address:
Email:

#### Guarantor/s

Guarantor:
Address:
Email:

### Financial Table

All information in this Loan Schedule is correct as at: \_\_\_\_\_ (“**Disclosure Date**”)

#### Loan Details

**Loan Amount:** \_\_\_\_\_ This is the amount you owe us as at the date of this Loan Schedule and is made up of the following amounts to be paid to each Payee:

Description	Payee	Amount
Payment for vehicle being purchased		
Dealer Origination Fee		
Comprehensive Motor Vehicle Insurance		
Consumer Credit Insurance		
Gap Insurance		
Extended Warranty Insurance		
Tyre & Rim Insurance		
Additional money to discharge a debt		
Security registration fee	New Zealand Companies Office	
Establishment fee	NFS	
Total of all advances		

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## Interest

Annual Interest rate for the entire term of the Loan: \_\_\_\_\_ (fixed).

Total amount of interest payable by you if the Loan runs for the entire term and you make all payments on time and comply with the terms of this Contract: \_\_\_\_\_

Interest charges are calculated by multiplying the unpaid balance of your Loan at the end of each day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by the number of days in that year. Interest is charged to your account \_\_\_\_\_

## Repayments

\_\_\_\_\_ Repayments

_____ Repayment	
Number of #payment_intervals Repayments	
Final Repayment	
Final Repayment Date	the date that is _____ after the <b>Commencement Date</b> , which is the day we advance the Loan.
Total amount of all Repayments:	

The principal and interest on the Loan are to be repaid by regular \_\_\_\_\_ Repayments and a Final Repayment. The first \_\_\_\_\_ Repayment is due one \_\_\_\_\_ after the day we advance the Loan. Subsequent \_\_\_\_\_ Repayments are due on the same day in each following \_\_\_\_\_. The Final Repayment is due on the Final Repayment Date.

### Structured Repayments

Final Repayment Date	the date that is _____ after the <b>Commencement Date</b> , which is the day we advance the Loan
Total amount of all Repayments	
Number of Repayments	

The principal and interest on the Loan are to be repaid by scheduled repayments. The amount and corresponding due date of each repayment are set out in the Repayment Table below.

### Repayment Table

	Number of Payments	Payment Period		Repayment Amount
By			payments of	
Followed by			payments of	

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## Credit Fees & Charges

The following fees and charges are payable at the time specified below.

Fee	Amount	When payable
Establishment Fee		At the time the Loan is disbursed
Account Keeping Fee	_____ per month for each month during the term	The accrued but unpaid account keeping fee for each month is included in each Repayment. The monthly account keeping fee will be divided evenly across payments if payment periods are weekly or fortnightly

Total Account Keeping Fee payable over the Loan term	
Total Credit Fees & Charges payable over the Loan term (excluding any unascertainable or contingent amounts)	

The following credit fees and charges will only become payable by you to us in specified circumstances.

Fee	Amount	When payable
Late Payment Fee	\$25	If you make a payment more than 21 days after it is due
Payment Dishonour Fee	\$20	Each time your cheque or payment instruction is dishonoured
Contract Variation Fee	\$145	Each time we agree to your request for a variation to this Contract
Early Termination Fee	\$150	If for any reason, including default, this Contract terminates during the repayment period
Cheque Handling Fee	\$5	When a payment is made by cheque
Information Processing and Document Fee	\$15	Each time we provide, at the request of you or your agent, written information about your loan account or a copy of a document relating to this Contract
Refund Processing Fee	\$5	If there is any positive balance remaining in your account at the time you pay out the Loan
Enforcement expenses	unascertainable	If a Default occurs under this Contract and we take steps to enforce the Contract or the Security

By giving you 20 days' advance notice, we may without your consent:

- Change the amount, or frequency or time for payment, of your repayments.
- Change the amount, or frequency of payment, of any fee or charge.
- Impose a new fee or charge.

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### Default Interest Rate

If you do not pay us an amount you are required to pay under this Contract when due, we may charge you interest at the Default Interest Rate on that amount from when it was due until it is paid, and you must pay us any applicable Late Payment Fees or Payment Dishonour Fees.

The Default Interest Rate is \_\_\_\_\_ per annum (interest rate + 2%).

### Full Prepayment

If you repay all the amounts payable to us under this Contract (including the Loan, interest and all fees and charges) before the last Repayment is due, we may require you to pay the early termination fee specified above.

### Security for the Loan

The Loan and other Secured Money will be secured by a Security Interest over the goods ("**the Goods**") described below and the other property subject to the Security under the Terms and Conditions, including Proceeds arising from any sale of those Goods.

New/Used/Demo:		Body:	
Date of first registration:		Rego No:	
Make:		Chassis/VIN No:	
Model:		Engine No:	
Variant:		Colour:	

If a Default occurs under this Contract, we may be entitled to repossess and sell the Goods and any other property that is subject to the Security. Your obligation to pay all amounts you are required to pay us under this Contract will continue. If we sell the Goods or other property that is secured by the Security, we may deduct from the amount you owe us, an amount equal to the sale proceeds we receive from that sale once we have deducted our related costs and expenses.

If you sell, lease, transfer or in any way lose possession or control of any Goods or any other property that is the subject of the Security, you will be in Default under this Contract and we may be entitled to collect those Goods and that other property from any other person or business who has possession of them.

### Insurance

If no details are provided in relation to a type of insurance, that insurance is not financed by this Contract.

Type of Insurance	Insurer	Premium
Comprehensive Motor Vehicle Insurance		
Consumer Credit Insurance		
Gap Insurance		
Extended Warranty Insurance		
Tyre & Rim Insurance		

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### Continuing Disclosure and Electronic Communication

We will send you statements with information about your Loan every 6 months either, at our option, by post, fax or email in accordance with the Terms and Conditions.

If we decide to send statements, notices, and any other requests, documents or communications to you electronically, you consent to us sending such information in that manner, including by email to your address specified in this Loan Schedule, or such other email address you provide to us, or through our website.

### Dispute Resolution

Name of dispute resolution scheme: Insurance & Financial Services Ombudsman Scheme

Phone: (Call Free) 0800 888 202 or Wellington 04 499 7612

Website: [www.ifso.nz](http://www.ifso.nz)

Business Address: Level 11, 15-17 Murphy Street, Wellington 6011

Creditor registration name: Nissan Financial Services New Zealand Pty Ltd

Registration number: FSP 292106

### Unforeseen Hardship

#### What to do if you suffer unforeseen hardship:

If you are unable to keep up your payments under this Contract because of an unexpected event that causes you hardship, such as illness, injury, loss of employment or the end of a relationship, you can apply to us for a hardship variation.

To apply for a hardship variation you need to make a request to us in writing which explains your situation and requests one of the following variations:

- (a) extending the term of the Contract and reducing the amount of each payment due under the Contract accordingly (without a consequential change being made to the annual interest rate);
- (b) giving you longer to pay by postponing, during a specified period, the dates on which payments are due under the Contract (without a consequential change being made to the annual interest rate); or
- (c) both of the above – postponing payments for a specified time and reducing the amount of your payments by extending the term.

You should do this as soon as possible, because if you leave it for too long, we do not have to consider your application.

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**IMPORTANT**

<b>BEFORE YOU SIGN</b>	<b>THINGS YOU MUST KNOW</b>
<ul style="list-style-type: none"> <li>• READ THIS CONTRACT (this Loan Schedule and the Terms and Conditions) so that you know exactly what contract you are entering into and what you will have to do under the contract.</li>   <li>• Consider SEEKING LEGAL ADVICE from a solicitor that does not act for us or a Guarantor on the terms and effect of your obligations under this Contract, and the extent of your obligations and liabilities under it.</li>   <li>• Get a copy of this Contract.</li>   <li>• Fill in or cross out any blank spaces.</li>   <li>• <b>Do not sign</b> this Contract if there is anything you do not understand.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>You may cancel this Contract by giving us written notice within a short time of receiving it.</b></li>   <li>• <b>How to cancel:</b> To cancel this Contract, you must:               <ul style="list-style-type: none"> <li>(a) give us written notice; and</li> <li>(b) repay the Loan and return any other property you have received under this Contract.</li> </ul> </li>   <li>• <b>The date for cancellation (noted above) must be not more than the following time limits:</b> <p>If this Contract is handed to you directly you must give us notice that you intend to cancel within 5 Working Days after you receive the documents.</p> <p>If this Contract is sent to you by electronic means (for example, email) you must give us notice that you intend to cancel within 7 Working Days after the electronic communication is sent.</p> <p>If this Contract is mailed to you, you must give us notice within 9 Working Days after they were posted.</p> </li>   <li>• <b>The days that are <u>not</u> working days are set out in the Terms and Conditions.</b></li>   <li>• If you cancel this Contract we can charge you:               <ul style="list-style-type: none"> <li>(a) the amount of any reasonable expenses we had to pay in connection with the Contract and its cancellation (including legal fees and fees for credit reports); and</li> <li>(b) interest for the period from the day you received the Goods until the day you either pay the cash price for the Goods or return the Goods to us (and if any returned Goods have been damaged while in your possession, the cost of repairing the damage).</li> </ul> </li> </ul>

**Your Signature**

By signing below:

- you are making an offer to enter into a Loan contract with us and to grant security to us;
- you believe and are certifying that the information provided by you in connection with this Contract is correct; and
- you confirm that the Loan is to be used to acquire goods that will be used primarily for personal, domestic or household purposes, and not for business purposes.

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	Borrower 1	Borrower 2	Borrower 3
<b>Signature:</b>			
<b>Name:</b>			
	Witness	Witness	Witness
<b>Signature:</b>			
<b>Name:</b>			
<b>Occupation</b>			
<b>Town of residence</b>			
<b>Date:</b>			

**Receipt of Documents**

The Dealer named below and you acknowledge that you (and each of you if more than one) have received from the Introducer a copy of this Loan Schedule and a copy of the Terms and Conditions (Version V0105.2017)

Name of Dealer:

	Borrower 1	Borrower 2	Borrower 3
<b>Signature:</b>			
<b>Dealer's Signature</b>			

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## TERMS AND CONDITIONS OF YOUR CONSUMER LOAN

These Terms and Conditions do not contain all the pre-contractual information we must give you before you offer to enter into your Contract with us. The rest of that information is contained in the Loan Schedule.

The meaning of capitalised terms is explained at the end of these Terms and Conditions.

- 1. Important things to understand about this Contract**
- 1.1. "you" and "your" means the person who enters into this Contract with us, described as the 'Borrower' in the Loan Schedule. If there is more than one of you, it means each of you individually, and each group of two or more of you. It includes your executor, administrator and successor.
- 1.2. If there is more than one of you, every obligation in this Contract is binding on:
- each of you individually; and
  - each group of two or more of you.
- For example, we can require any of you to pay any amount owed to us under this Contract.
- 1.3. This Contract binds you when you sign the Loan Schedule and we accept your offer, even if:
- another person named in it never signs it; or
  - it is not binding on another person who does sign it.
- 1.4. "We", "us" and "our" mean the person described as the 'Lender' in the Loan Schedule. However, if someone else acquires our rights under this Contract, these words mean that person.
- 2. How we make the Loan**
- 2.1. You offer to borrow the Loan from us on the terms and conditions of this Contract.
- 2.2. We are not obliged to accept your offer.
- 2.3. We accept your offer on the date of and by virtue of advancing the Loan. This is the Commencement Date of this Contract.
- 2.4. If we accept your offer, we will pay the Loan in the manner set out in the Loan Schedule.
- 3. Repayment**
- 3.1. You must repay us the whole of the Loan (together with all accrued interest and everything else you owe us under this Contract) on or by the Final Repayment Date.
- 3.2. You must make repayments as set out in the Loan Schedule.
- 4. Interest**
- 4.1. You must pay us interest at the rate and at the times set out in the Loan Schedule.
- 4.2. Interest is calculated in the manner set out in the Loan Schedule.
- 4.3. Accrued interest charges will be debited to your loan account:
- on any day that you make a payment (regardless of whether a payment was due on that date) and on the same day of the month as the commencement date of the Loan for each month during the term; and
  - immediately before the Final Repayment Date or on the date you repay the Loan in full, if earlier.
- 4.4. Once interest charges are debited they become part of the Balance Owing.
- 5. Fees, Costs and Expenses**
- 5.1. You must pay us:
- all fees and charges in the circumstances indicated in the Loan Schedule and any changed or new fee or charge notified to you; and
  - any Enforcement Expenses we reasonably incur after a Default occurs.
- 5.2. You authorise us to debit these amounts to your loan account. We may do so on or after either:
- the date they become payable by you; or
  - in the case of Enforcement Expenses, the date they become payable by you or us or we pay them (whichever is earlier).
- Once these amounts are debited they become part of the Balance Owing.
- 5.3. By giving you 20 days' advance notice in writing (or if the law allows us to, by newspaper advertisement), we may:
- change the amount, or frequency of payment, of any fee or charge; or
  - impose a new fee or charge.
- 5.4. If the Balance Owing is repaid in full before the Final Repayment Date otherwise than at your request (for example if we sell the Goods after a Default or we receive insurance proceeds), you must pay us:
- the early termination fee specified in the Loan Schedule; and
  - all other fees, charges and expenses owing under this Contract.
- 6. Payments**
- 6.1. You must make each payment by direct debit or in another manner acceptable to us.
- 6.2. If we ask, you must promptly sign and return to us a direct debit request (in the form required by us) directing your bank or other financial institution to make deductions from your account to make your payments to us.
- 6.3. We may treat any payment received by us after 4.00 pm as having been received on the next Working Day.
- 6.4. You must make each payment owing to us in full and on time. You must not make any deduction or adjustment (for example account transfer fees, deduction of amounts we owe you or someone else, setoffs or cross-claims).
- 6.5. We may in our sole discretion decline to accept a part prepayment from you.
- 6.6. If we accept a part payment we will credit it to your account in accordance with the schedule of Repayments set out in the Loan Schedule.
- 6.7. You agree that we may delay, block or refuse to process any payment we receive from you or any other transaction we have with you without liability, if we suspect that:
- the transaction or payment may breach, or cause us to breach, any law in New Zealand or overseas, or does not comply with any of our policies; or
  - the transaction or payment may directly or indirectly involve the proceeds of, or be applied for the purpose of, a criminal or unlawful activity including money laundering, financing of terrorism or fraud.
- 6.8. If:
- we do not receive the full benefit of a payment purported to be made (for example, if a direct debit is dishonoured); or
  - we have to or agree to refund a payment,
- that payment will be taken never to have been made, even if we issued a receipt. We may subsequently adjust debits and credits to your loan account to reflect accurately your obligations to us (including, by debiting any additional fees or interest charges to your account).
- 6.9. If a month does not have the same date as the Commencement Date (e.g. 31st of the month), the relevant payment is due on the last Working Day of the month and we may debit it on that day.
- 7. Your obligations with respect to the Goods**
- 7.1. You must at all times:
- keep the Goods in good repair, condition and working order;
  - service, repair, maintain and use the Goods in accordance with good practice and the specifications and recommendations of the manufacturer of the Goods.
  - ensure the Goods are safe (including by taking reasonable steps to keep the Goods secured against theft or damage while not in use) and (except for short periods when being serviced or repaired) fully operational;
  - replace any part of the Goods which becomes worn out, non-operational, destroyed, lost or removed, with an item of at least the same quality as the replaced item in its new condition;
  - pay for all repairs and services to the Goods promptly and by their due date.
  - keep the Goods registered in accordance with the law in your name;
  - strictly comply with all laws which in any way affect the Goods, including your right to have or use the Goods;
  - not use the Goods to provide commercial transport services, such as taxi or hire-car purposes;

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- i. pay when due all rates, taxes, duties, assessments, levies, deposits and other amounts owing by you to any government authority, and other debts owing in respect of the Goods (although this does not stop you appealing in good faith against an assessment); and
- j. do anything we ask and anything else you can, to protect our interest in and rights to the Goods, and your possession and control of the Goods.
- 7.2. If we ask, you must promptly tell us where the Goods are located and ordinarily kept.
- 7.3. You must ensure that we can fully inspect the Goods. We may inspect the Goods at any reasonable time, to assess the value of the Goods and to check that you are complying with this Contract. We will try to give you at least 24 hours' prior written or verbal notice of an inspection (except in an emergency or after a Default has occurred).
- 7.4. You indemnify us and any other person we authorise to exercise our rights under clause against any claim, action, damage, loss, liability, cost, charge or expense (including legal fees and costs incurred on a solicitor and own client basis) that we or any other such person incurs, or any proceedings brought against any of us, as a consequence of any entry and/or inspection of any Goods pursuant to clause .
- 8. Things you must tell us and provide us with**
- 8.1. You must notify us immediately when you become aware:
- of any Default or expected Default;
  - of any loss or theft of, or damage to, the Goods;
  - of any change of your residential or postal address, telephone or mobile number; or
  - that any statement or representation you have made to us, or any information you have given us, is no longer true or correct.
- 9. You give a Security Interest over the Goods**
- 9.1. By signing the Loan Schedule, you grant a first ranking Security Interest to us over:
- the Goods;
  - all Proceeds of the Goods (for example, any insurance proceeds for loss of, or damage to, the Goods);
  - any rebate of any insurance or warranty financed under this Contract; and
  - all of your present and future rights in relation to those Goods or Proceeds, or any insurance or warranty rebate, to secure payment of the Secured Money and performance of all your other obligations to us under this Contract and all other Finance Documents.
- 9.2. If we ask, you must promptly provide any information, sign any document or do anything that we reasonably require to perfect our Security and maintain its priority over all other Security Interests.
- 10. Dealing with the Goods**
- 10.1. You must protect our Security. In particular, you must not do any of the following without our Consent:
- sell, transfer, lease, licence or otherwise permanently part with possession of the Goods;
  - create or allow to exist a Security Interest in the Goods or their Proceeds (except our Security, and Security Interests which arise solely by operation of law, which you discharge promptly after they arise);
  - use the Goods in a dangerous or negligent way, or where the risk of damage to the Goods or other property or people is higher than would be expected from normal use (for example, if the Goods include a motor vehicle, you must not use it for racing or rally driving, or drive it at speed or in situations which involve a higher risk than normal driving in normal traffic);
  - replace or significantly modify the Goods or any part of the Goods (including any replacement of or modification to the engine);
  - attach the Goods to any land, building or other property, or allow any accession to be installed in or affixed to the Goods without our prior written consent. You agree that any accessions attached to the Goods will become our property; or
  - change your name without first notifying us in writing at least 7 days before such a change takes effect.
- 11. You must insure the Goods**
- 11.1. You must at all times keep the Goods comprehensively insured:
- for the full insurable value (which we may specify);
  - in respect of any compulsory third party insurance and against fire, accidental damage, theft, storm and tempest and any other risks required by us;
  - with us as the loss payee and our interest as secured party noted on the policy;
  - so that the proceeds of any insurance claim are to be paid to us; and
  - subject to any other conditions that we may reasonably impose.
- 11.2. If we become entitled to enforce the Security, we may cancel that insurance and receive any rebate or refund of premium and credit it to your loan account.
- 11.3. You must:
- make full disclosure to each insurer;
  - not do or fail to do anything which might cancel, reduce or prejudice any insurance (including paying all premiums);
  - not create or allow to exist any Security Interest on the insurance or the Proceeds of the insurance (other than our Security);
  - ensure that all insurance money in respect of the Goods is paid to us or as we direct; and
  - within 7 Working Days of any request from us, give us any information we reasonably request about insurance including proof of payment of premiums, that the cover is current and details of other insurance.
- 11.4. We may decide whether to use insurance proceeds (except for insurance proceeds payable to compensate liability to others):
- to repair or replace the Goods, discharge a liability, or make good a loss; or
  - towards payment of the Secured Money (whether or not the Secured Money would otherwise have become due),
- or partly to each.
- 11.5. Unless we Consent, you must not insure the Goods other than as agreed in this clause. If you do, you will be taken to do so in trust for us (so that we have the benefit of that insurance).
- 11.6. We may make, negotiate, and settle any insurance claims concerning the Goods if you fail to do so. You must help us do this, as we ask, and accept any settlement we agree with the insurance company. We will act reasonably when negotiating and settling any claim.
- 11.7. If you make a claim that the insurer refuses, then you must tell us. We can require you to give us your rights to take further action against that insurer on your claim.
- 11.8. If you do not take out and keep current all required insurance or, if you do not give us evidence of this on request, we may take out the insurance and debit the cost to your account, but we have no duty to do so.
- 12. Warranty**
- In deciding whether to enter into this Contract, we rely on everything you have told us, including about your financial affairs and all other things relevant to qualify or not qualify for a loan from us. You warrant at all times that all such information is true, up-to-date, complete and not misleading.
- 13. Default**
- 13.1. A Default occurs if any of the following happens:
- You do not carry out any one (or more) of your obligations under this Contract fully and on time;
  - You do anything which you have agreed not to do under this Contract;
  - We believe that:
    - we were induced by mistake or misrepresentation or your fraud to make the Loan;
    - any warranty, statement or representation given by you to us was incorrect when given;
    - the Goods (or any part of them) have been, or are likely to be, damaged or prejudiced; or
    - otherwise than as a result of normal depreciation, the value of the Goods is significantly less than it was assumed by us to be when this Contract was entered into;
  - You become Legally Incapacitated (or if there is more than one of you, this has happened to one or more of you);
  - Someone else has an interest in the Goods that has priority to our Security;
  - The Goods are seized, impounded, become subject to a restraining order of any kind, or are taken out of your control, or we believe in our sole opinion that any of the Goods are at risk;
  - A Guarantor does any of the above things or becomes subject to any of the above circumstances or seeks to

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- discontinue further liability for the Balance Owing;
- h. A default (however described) occurs under another Finance Document or other loan contract or Guarantee between us and you or between us and a Guarantor;
- i. Any insurance we require you to arrange and keep under this Contract is cancelled without our prior written consent, or you do anything, or a situation arises, that may in any way prejudice, invalidate or result in the policy being cancelled;
- j. You cancel the direct debit request we required you to sign under clause without our prior consent;
- k. Anything occurs which, in our opinion, has or may have a material and adverse effect upon your ability to perform any of your obligations under this Contract.
- 14. Consequences of Default**
- 14.1. If you are in Default, we may give you a notice stating that you are in default.
- If:
- a. you do not correct the Default within any grace period we give in that notice or required by law (the *Grace Period*); or
- b. you are in Default again for a similar reason at the end of the Grace Period,
- then, at the end of the Grace Period and without further notice to you, the Balance Owing becomes immediately due for payment (to the extent it is not already due). We may then sue you for that amount, enforce the Security and exercise any of our other Powers under this Contract or the law.
- 14.2. In limited circumstances set down by law, we are not required to give the notice or wait until the end of any grace period given in a notice. In such circumstances, if you are in Default, the Balance Owing becomes immediately due for payment without notice.
- We may then immediately sue you for that amount, enforce the Security and exercise any of our other Powers under this Contract or the law.
- 14.3. After Default has occurred, we may terminate any obligation we would otherwise have to you under this Contract or another Finance Document, despite anything else in a Finance Document or any other arrangement between us.
- 15. Interest on overdue amounts**
- 15.1. If you do not pay us an amount when due (the **Overdue Amount**), we may charge you interest on that amount from when it was due until it is paid, at the Default Interest Rate.
- 15.2. We may also add interest calculated at the Default Interest Rate under clause 15.1 to the Overdue Amount.
- 15.3. Your obligation to pay on time is not cancelled by this clause.
- 16. Exercise of our Powers**
- 16.1. If a Default has occurred and is continuing, we may exercise all enforcement Powers given to us in this Contract and by law.
- 16.2. If a law prohibits us from exercising certain enforcement or other Powers as a result of a particular Default, that does not prevent us from exercising those Powers if another Default not specified in that law has also occurred.
- 17. We can sell the Goods**
- 17.1. After a Default has occurred, if it has not been remedied, we may repossess the Goods and any Proceeds from you, and sell them. That sale will eliminate your interest in the Goods and the Proceeds.
- 17.2. The sale may be by public auction, tender, private contract, foreclosure or transfer without contract, or in any other way that we think appropriate. We do not have to put the Goods or any Proceeds to auction before selling them in another way. The Goods and Proceeds may be sold as a whole, in separate parts, or with any other property.
- 17.3. We may offer or sell on any terms (for example, sale on credit with or without interest or Security Interest, or giving an option to purchase).
- 17.4. In addition to all our other Powers, after a Default occurs we may deal with the Goods and any Proceeds as if we were the owner of them and you had no interest in them at all.
- 18. The effect of us exercising Powers**
- 18.1. By signing this Contract, you give notice to anyone with whom we deal (for example, a purchaser or a registering authority) that:
- a. they can rely on our assurance that we are entitled to exercise Powers under this Contract;
- b. they do not have to make enquiries, and are not affected by any impropriety or notice of alleged impropriety; and
- c. a receipt given by us discharges them from any possible liability for misappropriation of funds paid or assets delivered by them.
- 18.2. If we exercise any enforcement Powers after Default occurs, your rights in relation to the Goods and Proceeds will be suspended. However, your obligations under this Contract remain, unless we tell you otherwise in writing.
- 18.3. You authorise us to enter any premises to gain access to, or collect the Goods and Proceeds for any purpose permitted under this Contract and you promise to pay on demand the cost of any liability which arises.
- 18.4. We can discontinue exercising a Power (including giving up possession of the Goods) at any time.
- 19. You appoint us as your Attorney for some purposes**
- 19.1. By way of security, you irrevocably appoint us as your Attorney (but for our benefit and not subject to your direction), to do in your name:
- a. each thing you are required to do under this Contract but have not done; and
- b. each thing which we are entitled to do under this Contract after a Default.
- 19.2. We may delegate our Powers as Attorney.
- 20. Dealing with the proceeds of the Goods**
- 20.1. We are entitled to receive all compensation payments in relation to the Goods (for example, as a result of insurance proceeds, compulsory acquisition or damages or compensation of any kind). You transfer all your rights in relation to that money to us. Any such money that you receive will be held in trust for us. We have the sole Power to claim (on your behalf and our behalf) for compensation, and to make compromises and sign releases.
- 20.2. Unless a law otherwise requires, we may apply any money received by us under this Contract after a Default (including insurance proceeds or other compensation payments) as we determine.
- 21. Continuing Security Interest - discharge**
- 21.1. You are not entitled to a release of the Security unless you have paid us all the Secured Money (we may wait for cheques or deposits to clear before accepting that a payment has been made).
- 21.2. If we give you a release of the Security and:
- a. due to an error, we receive an amount less than the total Secured Money; or
- b. a payment thought by us to be received is not actually received or has to be paid back for some reason,
- then (as against you) the Security will be taken not to have been released, and you must, when we ask:
- c. give us back the documents given to you, so that the Security continues; or
- d. give us a new Security Interest over the Goods (or some other property acceptable to us),
- to restore us to our original position (or as close to our original position as possible).
- 21.3. A release of the Security (including a discharge because we sell the Goods) does not release:
- a. the Security Interest which we hold over the Proceeds of the Goods; or
- b. you from any debt or other obligation still owing to us.
- 21.4. You must give us at least 14 days' prior notice of the date you want us to release the Security.
- 22. Statutory Powers and notices**
- 22.1. The Powers of a secured party at law:
- a. apply to us in addition to the Powers set out in this Contract; but
- b. are excluded or varied (if legally possible) to the extent that they are inconsistent with the Powers set out in this Contract.
- 22.2. To the extent the law permits, you agree:
- a. that nothing in sections 114(1)(a) (to receive notice of sale of goods), 116 (to receive a statement of account), 120(2) (to receive notice of proposal to take goods), 133 (to reinstate security agreement) and 134 (limit on reinstatement) of the PPSA will apply to this Contract or the Security;
- b. to waive all of your rights under sections 121 (to object to proposal), 125 (damage to goods on removing accession), 129 (notice of removal of accession), and 131 (court order preventing removal of accession) of the PPSA; and
- c. to waive your right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the Security.

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## 23. Information

23.1. You must provide all information we believe we require to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 or any other laws in New Zealand or overseas.

## 24. General matters

- 24.1. Time is of the essence for your obligations under this Contract.
- 24.2. Neither we nor any person acting on our behalf is responsible for any loss which happens in the exercise or non-exercise of any Power relating to a Finance Document. This clause is subject to any overriding law.
- 24.3. This Contract and our Powers and your obligations and liabilities under it will not be limited or discharged by anything that (except for this clause) might otherwise do so.
- 24.4. No Power in this Contract is affected by or merges in any other Security Interest, judgment or other Power we might have.

## 25. Entire Contract

25.1. This Contract sets out all the terms between you and us concerning our agreement to lend money to you. To the maximum extent permitted by law, this Contract supersedes any representation, promise or statement made by us.

## 26. Account balances and allocation of receipts

- 26.1. We may allocate any money we receive in relation to the Balance Owing, or otherwise from you, as we wish. This includes allocating between principal and interest, or allocating to any other amount you owe us. We have this right, despite any requested allocation or condition of payment to us.
- 26.2. We may allocate at the time we receive money, or later. We may adjust debits, credits and the balance of your account under this Contract if there is a processing error or because a payment has been dishonoured.

## 27. We may combine your accounts

We may combine two or more accounts you have with us, or otherwise set off amounts we owe you against amounts you owe us.

## 28. Dispute resolution

If you wish to dispute a payment or anything else about this Contract, you are encouraged to contact our internal dispute resolution area. If you are dissatisfied with the outcome, you have a right to take your dispute to our external dispute resolution scheme specified in the Loan Schedule or to a court.

## 29. How Notices may be given

- 29.1. We may at our discretion give you any notice, statement or any other request, document or communication, including relating to court proceedings, (a **Notice**) by:
- posting it to or leaving it at your last known postal address, residence or place of business;
  - sending it by fax or email to a number or address which you have given to us or from which you have previously sent a fax or email to us;
  - having someone give it to you personally; or
  - any other lawful way.
- 29.2. To the extent the law permits, Notice will be taken to be given to you:
- for a Notice sent by post - on the date when, in the ordinary course of the

post, it could have been expected to have been received, but no later than 7 Working Days after it is posted;

- for a Notice sent by fax - when the sending machine indicates transmission has occurred
- for a Notice sent by email - on the date of delivery or transmission (whether or not the Notice is actually received by the relevant party); or
- for a Notice given personally or left - on the date you are given it, or it is left.

29.3. A Notice will be taken to have been given to you, even if you are Legally Incapacitated or absent at the time.

## 30. Changes to this Contract

Any term of this Contract may also be varied by written or oral agreement between you and us.

## 31. Assignment

We may transfer, charge, securitise or otherwise deal with our rights and obligations under this Contract and our rights to the Goods.

- 31.1. We may disclose any information to a person with whom we would like to deal in a way described in clause 31.
- 31.2. You are not entitled to transfer, charge or otherwise deal with any of your rights under this Contract or any other Finance Document without our Consent.

## 32. We may complete details

We may complete any blanks or further details, or correct any details about the Goods in this Contract, or any document related to it, without your consent. We will give you notice of the change in accordance with the CCCFA.

## 33. Our certificate is evidence

In court proceedings, a certificate by us is evidence of how much you owe us (or anything else we certify) unless you prove otherwise.

## 34. Waiver

We can exercise any of our Powers, even if we have waived them in other cases in the past. Only a waiver in writing signed by someone we authorise to do so is binding on us, and then only for the particular case in which it is given.

## 35. Counterparts

This Contract may be signed in counterparts. All executed counterparts will together constitute one document.

## 36. Copies

Any copy of this Contract that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this Contract) may be relied on by any party as though it were an original copy of this Contract. This Contract may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.

## 37. Severability of provisions

Any provision of this Contract which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Contract nor affect the validity or enforceability of that provision in any other jurisdiction.

## 38. New Zealand law applies

- 38.1. This Contract is governed by the laws of New Zealand. To the extent permitted by law, so are all related matters, including any non-contractual matters, and any security interest (as defined by the PPSA) under it.
- 38.2. You agree to any legal proceedings against you being commenced and heard in Auckland.
- 38.3. In this Contract, a named law includes a law that amends or replaces it, and regulations and other enactments made under it.

## 39. Words with special meanings

To make this Contract easier to read, capitalised terms used in it have special meanings. They are:

### Balance Owing:

at any time, the unpaid balance of the Loan, plus any other amount owed by you to us under this Contract that is debited to your loan account (for example unpaid interest or costs);

### CCCFA:

means the *Credit Contracts and Consumer Finance Act 2003*;

### Consent:

our written consent to something, given before that thing happens;

### Contract:

the contract between you and us made up of the Loan Schedule and these Terms and Conditions;

### Default:

each of the events or circumstances defined as such in this Contract;

### Default Interest Rate:

the interest rate specified as such in the Loan Schedule;

### Enforcement Expenses:

all costs, liabilities and expenses we incur in exercising our Powers after a Default occurs, including any:

- expenses incurred in taking possession of, and preserving and maintaining the Goods – such as by paying insurance for the Goods;
- expenses incurred in auctioning the Goods;
- mercantile agency fees;
- legal fees legal fees;
- fees for paying a repairer's lien over the Goods;
- costs reasonably incurred in the use of our staff and facilities; and
- government charges, fees, taxes or duties incurred in relation to any of the above expenses;

### Final Repayment Date:

the date referred to in the Loan Schedule, as changed by any subsequent agreement between you and us;

### Finance Document:

this Contract, any other loan contract or Guarantee between you and us now and in the future (whether or not relating to this Contract) and any other document which is entered into or provided under or in connection with, or amends or novates any of the

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above, or which you and we agree is a Finance Document;

**Goods:**

the goods described and identified in the Loan Schedule, or any part of those goods. This includes any replacement for those goods, or any modifications made to those goods (including any additions made or accessories purchased);

**Guarantee:**

a guarantee, indemnity, letter of credit, bond, legally binding letter of comfort or other obligation (whatever called) to:

- pay, provide funds for the payment or discharge of, indemnify against the consequences of default in the payment of, or otherwise be responsible for any obligation or indebtedness of another person; or
- be liable to purchase or pay for any property as a result of, or indemnify against the consequences of, or otherwise be responsible for, the insolvency or financial condition of another person;

**Guarantor:**

someone else (or one of you in respect of another of you) who is also liable to pay some or all of the payments owed to us under this Contract;

**Legally Incapacitated:**

bankrupt, insolvent under administration, mentally disabled or ill, imprisoned, dead, or otherwise without full legal capacity;

**Loan:**

the aggregate of all amounts advanced, or to be advanced, to you (including amounts paid to someone else at your request) pursuant to this Contract (being the Loan Amount specified in the Loan Schedule);

**Loan Schedule:**

the Loan Schedule signed by you which refers to these Terms and Conditions and forms part of this Contract;

**Power:**

a right, authority, power, discretion or remedy;

**PPSA:**

the *Personal Property Securities Act 1999*;

**Proceeds:**

has the meaning given to it in the PPSA; and also includes:

- a. property that is derived directly or indirectly from a dealing with the Goods (or proceeds of the Goods); and
- b. a right to an insurance payment or other payment as indemnity or compensation for loss of, or damage to, the Goods (or proceeds of the Goods);

**Related Companies:**

has the same meaning given to it in section 2(3) of the *Companies Act 1993*;

**Secured Money:**

all money payable by you to us under:

- this Contract (including the Loan, interest, fees and charges and Enforcement Expenses);
- each Finance Document now and in the future; and
- any other agreement or Guarantee now or in the future that you agree in writing to be secured by the Security,

and includes an amount or liability (or the transaction or circumstances pursuant to which it has become owing) not contemplated at the time this Contract was entered into;

**Security:**

each Security Interest granted by you under this Contract;

**Security Interest:**

has the meaning given to it in the PPSA, and includes a mortgage, transfer, pledge, lien or charge, or any

security, preference or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset.

**Working Day:**

means a day of the week other than:

- Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Auckland Anniversary Day, and if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
- a day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
- if 1 January falls on a Friday, the following Monday; and
- if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday.

**40. Interpretation**

1.1. In this Contract:

- a. headings are for convenience only and do not affect the interpretation of any clause;
- b. words importing the singular include the plural and vice versa;
- c. the expressions "accession", "at risk", "attach", "financing statement", "financing change statement", "personal property", and "verification statement" have the meanings given to them in the PPSA; and
- d. a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

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