



**WELCOME TO THE LENDING PEOPLE**

**CONGRATS ON YOUR NEW LOAN!**

**Go on, put your feet up and take a moment to read through, as you will find some helpful tips!**

Your loan has been provided by The Lending People and has been assigned to Financial Holdings Limited (FHL) who will manage your payments and can be contacted on **0800 929 929**.

## **WHO CAN I TALK TO?**

Talk to us on **0800 899 879** when you need extra money, want to upgrade your car or want to refinance or settle your loan, otherwise talk to FHL directly on **0800 929 929** if you want to get a balance, amend payment dates, apply for hardship or can't make a payment.

## **THINGS YOU SHOULD KNOW**

- ✓ Please check that your contact details and disclosure details are correct.
- ✓ Please ensure you contact us if you change your address or telephone numbers.
- ✓ If you cannot make your agreed payment by the due date, please call FHL free on 0800 929 929 to discuss options.
- ✓ If you have Blackhawk Unit installed and any payment remains unpaid for more than the grace period of 5 days your car may be disabled.
- ✓ You are responsible for all servicing and maintenance costs for any vehicle listed as security.
- ✓ Please note your payment dates carefully to maintain a good credit rating and refinancing, upgrade options.
- ✓ If you wish to settle your loan with a lump payment, please call us on 0800 899 879.
- ✓ All vehicles listed as security must remain covered by comprehensive insurance for the term of the loan and must be stored in a safe place.
- ✓ You cannot gift or sell the vehicles listed as security during the term of the loan without written permission from us. If you want to trade and upgrade your vehicle to something newer then please call us on 0800 899 879 to discuss options.

## EXTRA PAYMENTS

### Reducing the interest you pay

You can make extra payments on your loan at any time for free. When you make extra payments the total interest you pay is reduced.

Payments can be made online using the account details below:

**Financial Holdings Limited**  
**ASB Bank**  
**12-3252-0043916-00**

Please include your loan number as a reference and your surname in particulars.

## PEACE OF MIND WITH BLACKHAWK

Please carefully refer to the Terms and Conditions of your loan so you fully understand how this device works.

Please understand the following:

- 1 Blackhawk is both a GPS locator and an immobiliser. This can reduce the amount of insurance you pay as your vehicle can be tracked and immobilized in the event of theft.
- 2 Blackhawk is also used for collection purposes. We may locate your vehicle in the event we need to update your residential address if mail is returned Gone No Address, or where you are overdue with a payment for more than 5 days with no payment or arrangement made, then we may prevent the vehicle from being started until you make payment of the overdue amount; or where you are in serious default of your loan obligations and we need to recover the vehicle.
- 3 Additional fees may be charged, or your loan cancelled with repayment of your loan required in full should you disconnect, tamper or remove the device.

## TRADE-IN

## AND UPGRADE?

Simply send us the details of the new vehicle you want to purchase and how much they will pay for the trade-in (your current vehicle). We can quickly approve the new loan. Provided this loan has been running for 9+ months and all payments maintained and up-to-date upgrading should be easy. And as a valued customer often the new interest rate will be lower.

## WHAT ELSE CAN WE HELP WITH?

### Special deals for existing customers. Giving you a fair deal.

The Lending People has a great range of products, please talk to us first for flexible terms, fast approvals and great rates.

- ✓ New or second car
- ✓ Debt Consolidation
- ✓ Family holiday
- ✓ Home Renovations
- ✓ Special Wedding
- ✓ Boat or Caravan

# TERMS & CONDITIONS

The following terms and conditions apply to your Consumer Credit – Secured Loan Agreement and to all Finance Contracts with Financial Holdings Limited (“FHL”). We strongly recommend that you obtain legal advice on these terms and conditions before you sign the agreement.

## Section A. - Loan Terms

### 1. Repayment of advances and interest

**1.1** You must repay the total advances (and if we agree to make them, any further advances) together with interest by instalments. You must repay the number of instalments, at the times and in the amounts set out in the disclosure statement.

**1.2** Every payment must be for the full amount. We do not have to accept a lower payment - but if we do, we can credit it to the outstanding balance or to any fees and charges that may be owing as we consider appropriate.

**1.3** If you make payments over the instalment amount, and in advance of the required payment schedule, or at a time prior to the date the instalment is due we can hold the amount in suspense, and apply that portion to the advance when it is actually due.

### 2. Payment of fees

**2.1** You must pay us the full amount of all credit fees and charges when they become due.

**2.2** What we say about payments in clause 1.2 above also applies to payments of credit fees and charges.

**2.3** If

**a)** You fail to perform any obligation you have under this Contract;

**b)** The Vendor at its sole discretion considers it necessary to incur costs (whether in relation to payment reminder or default notice letters, repossession, repair or maintenance of the Goods or the bringing of legal proceedings against you or otherwise) in order to protect its interest under this Contract then the Vendor may perform that obligation or incur those costs (including but not limited to legal costs on a solicitor/client basis) the costs then being repayable by you upon demand;

**c)** Without limiting sub clause (a) the Vendor may charge you with reasonable fees upon the Vendor issuing notices or taking any other steps required through the Purchaser having defaulted under the Contract.

### 3. Payment of default fees and other costs

**3.1** You must also pay us when we ask you, the following amounts:

**a.** default interest and default fees as set out in the disclosure statement;

**b.** all of our costs and expenses that we incur relating to or in connection with this agreement including:

- the preparation, signing, registration, administration, variation, release, consent relating to any security agreement, financing statement, mortgage, security, caveat that we are entitled to take as security under this agreement; and
- any act or attempted act to exercise or enforce or protect any right or remedy we have under this agreement or any security; and
- any court proceedings; and
- any dispute with you or any other person who claims an interest in any collateral (including any security interest); and
- any transfer of any security interest to or from us; and
- any dispute with you or a guarantor; and
- anything that we do which you should have done, either under our general rights as a secured lender or under the power of attorney that you have given us or under any security.

**3.2** You agree that our costs and expenses may be calculated and paid on a full indemnity basis and are payable as liquidated damages to compensate us for loss.

**3.3** Nothing that we do will waive our rights to require you to pay the default fees, default costs and other costs and expenses set out in this clause 3 so even if we don't ask you for payment when the costs are incurred, we can still ask you for payment at any later date.

**3.4** The Purchaser(s) indemnifies and agrees to keep indemnified the Vendor against any claim by any person relating to the goods or use thereof. If the Vendor incurs a loss, liability or expense in respect of the goods or this deed then the amount thereof plus any Goods and Services Tax (if any) shall be payable by the Purchaser(s) to the Vendor upon demand.

### 3.5 Default Interest

**a)** If you fail to pay any instalment or other payment due under this Contract on the date it falls due; or

**b)** Any money shall be payable by you to the Vendor under the heading Fee, then daily interest shall run on such money from the date through the date of actual payment at the rate default interest rate. This is outlined in depth under “What could happen if you fail to meet your commitments”

### 4. Making payments

**4.1** Unless we agree otherwise, all payments must be made by way of direct debit authority on your bank account or by way of an automatic payment authority on your bank account.

**4.2** If any payment or debit from your bank account is reversed or dishonoured, you must make that payment immediately in cash. Any payment by cheque is not deemed to have been made until that cheque has been cleared.

**4.3** If you make a payment to us on the condition that it is in full satisfaction of a debt, we are not bound by that statement unless we have agreed to the condition in writing before you make the payment. This means that we are able to bank the payment, apply it to the debt and you will still owe us the balance of the debt despite your condition.

### 5. Your right to prepay in full

**5.1** You may prepay the outstanding balance in full at any time before it is due.

**5.2** If you repay in full, you may also have to pay our administrative costs arising from the full prepayment or a charge equal to our average administrative costs on a full prepayment.

**5.3** We may also charge you a fee representing a reasonable estimate of our loss arising from full prepayment. The method of calculating this loss is set out in the section of the disclosure statement headed “full prepayment”.

**5.4** We are not obliged to accept any partial prepayment but if we do, we reserve the right to charge an administrative fee together with a fee representing a reasonable estimate of our loss arising from partial prepayment applying calculations similar to those that would apply if the payment were a full prepayment.

### 6. Other things we can do relating to payments

**6.1** If you are in default, we can apply any payment we receive from you in any way that we determine. This means we can apply it to fees and charges rather than an instalment and if several instalments are overdue, we can apply it to whichever instalment we choose.

**6.2** If we choose, we can capitalise any overdue payment. This means that we can add the unpaid amount to the outstanding balance. We can also choose to extend the term and change one or all of the payment amounts. However, this is entirely at our option and you cannot force us to do this.

**6.3** If you have a claim against us, we may set off your claim against any debt that you owe us.

**6.4** If we receive funds following the sale of land or any collateral, we may apply that money to reduce any debt that you owe us in whatever manner we decide – even if the debt due from you is not yet due and despite any claims you or any person claiming from you (for example, a subsequent charge holder) may make in respect of the money we have received.

**6.5** Should you become insolvent or fail to pay any money due under or otherwise fail to observe any provision of this Contract then the Vendor may but subject to the Act;

**i)** Repossess the Goods; and/or;

**ii)** By notice to you cancel this Contract in which case all outstanding monies due to the Vendor will immediately become payable (whether they are at that time payable or not);

**6.6** Nothing in this Contract shall prevent the Vendor from taking immediate possession of the Goods should any event described in s.8(2) of the Act occur.

### 7. Changes we can make

**7.1** Unless a disclosure statement indicates otherwise and so long as we give you notice as required by the credit law, we can change:

**a.** the amount, frequency, time for payment or method of calculation of any payment; and

**b.** the amount, frequency, time for payment or calculation of any fee or charge payable under the contract; and

**c.** any other term and condition.

**7.2** A change includes inserting a new term or condition in your loan or restructuring your loan.

### 8. Default and acceleration of repayment

**8.1** If you default under this agreement, we may accelerate repayment of the loan. This means that we can give you notice requiring you to repay the outstanding balance to us even if the time for repayment has not yet arrived.

**8.2** Our right to accelerate is, however, subject to the terms of:

**a.** the Credit Privacy Acts Act (1997) in respect of personal property; and

**b.** the Property Law Act 2007, section 119, in respect of land.

**8.3** Default occurs under this agreement if:

**a.** you do not pay us an amount when it is due and payable; or

- b.** you do something you have agreed not to do, or do not do something you have agreed to do either under this agreement or any security; or
- c.** you give us incorrect or misleading or deceptive information in connection with this agreement; or
- d.** you have acted fraudulently in respect of this agreement; or
- e.** an insolvency event happens; or
- f.** You default under any other agreement to any other person and that person has the right to accelerate any payments or exercise any rights over any personal or real property of any borrower or guarantor; or
- g.** any of the events above happens to a guarantor and for the purposes of this clause, "this agreement" includes each and every guarantee given in connection with this agreement.

## 9. Further Advances

**9.1** If you ask us to make further advances to you and we agree, then those further advances:

- a.** are governed by this agreement and these terms and conditions; and
- b.** are secured to us by each security interest and mortgage that you give us; and
- c.** the details regarding repayment of those further advances will be set out in a change disclosure statement.

**9.2** If you have applied to us in writing for a further advance then you agree that the application signed by you, this agreement and change disclosure statement to be given to you will be sufficient to record your obligation to repay the further advances without the need for any further documentation.

**9.3** If there is a guarantor, then any application for a further advance must be consented to by each guarantor. When consenting to the application each guarantor will be acknowledging that the guarantee applies to the further advance.

**9.4** Just because we provide for further advances doesn't mean that we must make them if you apply for one. We have the right not to approve any further advance or to make any further advance on such additional terms and conditions as we think fit.

## 10. Change Disclosure

**10.1** If we make a further advance or if we change the terms of your loan in such a way that we are required by the credit law to disclose the details of that change, then we will give you a Change Disclosure Statement.

**10.2** A Change Disclosure Statement will form part of your loan agreement after it has been given to you.

## 11. Grant of security interest in personal property

**11.1** The owner of the collateral specified in a disclosure statement grants us a security interest in that collateral.

**11.2** Each borrower and each guarantor grants us a security interest in all present and after-acquired personal property that each borrower and each guarantor may own.

**11.3** If you acquire any goods that are used or acquired primarily for personal, domestic, or household purposes then you must write to us and tell us that you have acquired these goods. This tells us that these goods are covered by our security interest and is referred to as specific appropriation to our security interest.

**11.4** You agree to grant a security interest (as defined in the Personal Property Securities Act 1999) and all your rights title and interest in the Goods to the Vendor to secure payment of the initial unpaid balance, interest and other monies payable by you under this Contract along with the performance of all other obligations as set out in this Contract.

## 12. Agreement to mortgage land

**12.1** The owner of the land specified in a disclosure statement agrees to grant a mortgage over that land on the following terms and conditions:

- a.** you will, at our request, authorise and instruct a lawyer of our choice to act to register an "All Obligations" mortgage instrument amended to include a covenant incorporating such of these term and conditions as we consider appropriate into the mortgage and otherwise incorporating the covenants implied in mortgages of land by schedule 2 of the Property Law Act 2007; and
- b.** in addition, you irrevocably authorise your attorney, appointed under clause 14 of this agreement, to authorise and instruct a lawyer to register a mortgage on the terms set out above at any time and without the need to first request you to do so; and
- c.** for the purposes of section 92(1) of the Property Law Act 2007, we may specify a priority figure to be included in the mortgage as the then outstanding balance plus \$150,000 plus interest and costs.

**12.2** Each borrower and each guarantor agrees to grant us a mortgage over all land owned by the borrower and guarantor both now and in the future even if that land is not specified in a disclosure statement.

**12.3** We may lodge a caveat against any land that you own to give notice of our interest under the agreement to mortgage specified in clauses **12.1** and **12.2**.

## 13. Prior and subsequent charges

**13.1** The security interests granted under clauses **11** and **12** are given as security for payment to us of all moneys owing by the borrowers and the guarantors under this agreement and the performance of all of the terms of this agreement.

**13.2** Each owner promises us that there are no security interests in any land or any collateral to any other person, or if there are, that these have been disclosed to us.

**13.3** If we consent to any security interest or mortgage having priority over the security interest or mortgage given to us, you must comply in all respect and perform all of your obligations under the prior security interest or mortgage.

## 14. You grant us a power of attorney

**14.1** Each borrower and each guarantor, jointly and severally, irrevocably appoints the lender and any one director of the lender severally to be their attorney to:

- a.** do anything which a borrower or a guarantor agrees to do;
- b.** do anything and to sign any document which the attorney thinks desirable to ensure the lender is paid the money secured; and
- c.** otherwise protect the interests of the lender under this agreement.

**14.2** Without limiting the powers in **14.1**, an attorney may:

- a.** execute any document:
  - for the purposes of registration of any interest under the Land Transfer Act 1952; or
  - for the purpose of creating a security interest under the PPSA or causing one to attach; and

**b.** act on behalf of each borrower or guarantor to notify any insurance company of the lender's interest in any insurance policy and deal with any claims and receive any payments from any insurance company on behalf of the insured.

**14.3** This power of attorney will remain until all money secured has been paid to us in full.

**14.4** Each borrower and each guarantor ratifies anything done by an attorney under this clause and further indemnifies any person acting in reliance upon the power.

**14.5** If we assign the benefit of this agreement the assignee will have the same rights and powers under this clause as we have and each borrower and each guarantor irrevocably appoints the assignee his or her attorney accordingly.

## 15. Notices and communication

**15.1** Any notice, demand, letter or document for service is to be served in accordance with section 38 of the Credit (Repossession) Act 1997:

- a.** unless the notice is required to be served in accordance with section 353 of the Property Law Act 2007, in which case the provisions of that section will apply; and
- b.** despite that Act not being relevant to the specific collateral.

**15.2** You will be deemed to have been served:

- a.** if the notice, demand, letter or document is handed to any person in apparent occupation of the address of any of you or of the land to be mortgaged or by attaching the document to an external door at such address;
- b.** if your address is a flat or apartment or room in a building and if the lender or its agents are unable to obtain access to such flat, apartment or room by virtue of the security system of the building or for some other reason, then:
  - if the document is posted at the letterbox corresponding to such flat, apartment or room; or
  - if there is no such letterbox, if the document is affixed to what appears to be the principal external entry to the building for the purposes of obtaining access to the address provided by you; or
  - if the document is given to any building manager or receptionist for the building and directed to be given to you.

**15.3** Any document to be given to or served on us must be posted or delivered personally to our registered office. This applies even if we agree to send and receive other information by fax or email.

**15.4** You agree to maintain a landline telephone connection and agree that we can leave our name and telephone number with anyone who answers that phone or with anyone who you tell us is your contact person.

**15.5** You must give us 3 working days' notice before you change your name, your address, the place where any collateral is stored or your landline telephone number.

**15.6** If you go overseas for any period, each other borrower or guarantor remaining in New Zealand is hereby appointed as your agent to receive service on your behalf of any notice to you from us under the Property Law Act 2007.

**15.7** If there is no other borrower or guarantor remaining in New Zealand then you must appoint another person as your agent to receive service on your behalf.

**15.8** You must advise the Vendor immediately of any change in your residential or postal address. Notices under this Contract required to be made in writing may be served according to the provisions of the CCCFA.

## 16. Information

**16.1** You irrevocably authorise any person to give us such information as we may request as part of our administration and enforcement of the loan.

**16.2** You irrevocably authorise us to give any third party details of the

loan or any associated loan application or any financial dealings that the lender may have with you.

**16.3** You promise that all information we are given to enable us to decide whether or not to lend to you is true and correct. If it is not true and correct, you will be in default and the acceleration provisions of clause 8 will apply.

#### **17. No release**

**17.1** You agree that you will not be released from this agreement or your obligations reduced if it transpires that you lacked the legal capacity to contract or if any security is or becomes void or unenforceable in full or in part.

#### **18. Money lent to purchase security property**

**18.1** If you are borrowing money from us to purchase any security property, you must apply that money to that purchase and we may pay the loan money directly to the seller of the property.

**18.2** You authorise and request us to pay or apply any advance to you to the person named or for the purposes set out in this agreement or otherwise in writing by you.

**18.3** We may impose such conditions on the payment or on the application of the money as it sees necessary to protect any security interest it may have.

### **Section B. - Security Terms**

#### **19. Personal Property**

**19.1** If any personal property ("collateral") is detailed in the disclosure statement then you must do the following things:

- a.** store all goods that are part of the collateral at the address of the owner shown in the disclosure statement;
- b.** care for and maintain the collateral;
- c.** comply with all laws relating to its ownership and use;
- d.** allow us to inspect any collateral at the address of the owner shown in the disclosure statement provided we first give you 24 hours written notice; and
- e.** you must take good care of the Goods and keep them properly serviced and in good order, repair and condition.
- f.** you must ensure the Goods are used solely for the purpose intended by the manufacturer having regard to their design capabilities and limitations according to the manufacturers instruction; and
- g.** you must punctually pay for all work done to the Goods (unless that work is carried out under any warranty).
- h.** Until you have paid all monies due under this Contract you must keep the Goods in your possession and control (except where they are being repaired).

You **must not** do any of the following things:

- i.** anything that could adversely affect your rights of ownership in the collateral;
- j.** dispose of the collateral by way of sale, or gift or lease;
- k.** allow someone else to have possession of the collateral;
- l.** destroy, damage, endanger or disassemble the collateral;
- m.** conceal or hide the collateral from us;
- n.** grant any other security of the collateral or allow any lien to be created over it;
- o.** take the collateral out of New Zealand; and
- p.** use the collateral for any dangerous or illegal activity or for any purpose for which it was not intended.
- q.** you will not allow any lien, charge or other security interest to be created over the Goods.
- r.** you must not take the goods out of New Zealand.

**19.2** If any collateral is a motor vehicle then, in addition to the above, you must:

- a.** not use it in any race or competitive activity;
- b.** not obtain any personalised registration plate or remove or alter any serial number without our prior written permission.

**19.3** If you install or fix anything to any collateral then that thing becomes part of the collateral and subject to the security interest.

**19.4** We have the right to take possession of any collateral if this is required to enable us to perfect our security interest.

**19.5** If any collateral has been acquired for business purposes, the Consumer Guarantees Act 1993 does not apply.

**19.6** The security interest created by this agreement in personal property includes a mortgage of goods and accordingly, the covenants implied in mortgages of goods by part 2 of schedule 2 of the Property Law Act 2007 are implied in this agreement.

**19.7** If there is any conflict between any of the provisions of this agreement and the implied covenants, the provisions of this agreement shall take precedence and the implied covenants are deemed to be amended accordingly.

**19.8** You waive your right to receive a verification statement following registration of any security interest.

#### **20. Rights over personal property on default**

**20.1** If you default under this agreement we may, without giving you any notice, unless we are required to do so by statute, seize the collateral and then sell the collateral.

**20.2** We may sell by auction or otherwise in any manner as we were the unencumbered owner subject to any applicable obligations under the Personal Property Securities Act 1999 and under the Credit (Repossession) Act 1997.

**20.3** When entitled to the Vendor may repossess the Goods according to the Act. The Vendor through its agents may enter into any land or buildings where the Vendor believes the Goods to be held so as to repossess them. You authorise the Vendor and its agents to break any door, window or other obstruction as may be necessary to carry out such repossession without in any way being liable to you or any other person claiming under you for so doing.

**20.4** Without restricting the generality of the power to sell, we also have the right to buy in, give credit and allow payment over time.

**20.5** Our receipt, or the receipt of our agent will be sufficient discharge to any purchaser for the purchase money and no purchaser shall be bound to investigate the propriety or regularity of any such sale or be affected by any notice express or constructive that such sale is improper or irregular.

**20.6** To enable us to sell, you irrevocably give us the right and license for our agents to enter any premises and if necessary to break into any building where the collateral may be situated or where you are for the purpose of searching for and seizing the collateral.

**20.7** We are not liable in any way to you or to any third party for any damage or loss which occurs in the process of entry into any premises or during or as a result of the seizure and subsequent sale of the collateral and you indemnify us against such damage or loss.

**20.8** The Vendor and its agents shall be entitled in all reasonable time to inspect the Goods upon giving you reasonable verbal or written notice.

#### **21. Insurance over all property**

**21.1** All secured property must be insured at all times against fire, accident, theft, flood, storm and earthquake and any other thing that we may require.

**21.2** In the case of buildings on any secured property this insurance must be for full replacement value if this is possible.

**21.3** The insurance must be in our name as well as the name of the owner. In the event of any claim, all payments under the policy are to be paid to us and you hereby authorise any insurance company to make all payments to us and confirm that receipt by us is receipt by the Insured under the policy.

**21.4** You must pay all premiums when they are due and you must not do anything that would result in the insurance being cancelled or invalidated.

**21.5** The Purchaser(s) will insure and keep the insured the Goods referred to in this Contract and any property (whether real or personal) used as security for the loan under this Contract for full replacement value against all insurable risks and will ensure that the interest of the Vendor is noted on the insurance policy.

#### **22. Our rights to protect our interests**

**22.1** If any payment is required to be made in relation to any secured property, either because you have not done something or because you have done something you must not do, then we may, but are not obliged to, make that payment.

**22.2** You indemnify us against any expense we might incur or any loss we may suffer because you do something you say you won't or you don't do something you say you will in relation to any secured property. This indemnity includes paying us any goods and service tax we might incur and all costs on a full indemnity basis.

**22.3** Any amount that you owe us under this clause 22 may be added to the outstanding balance and will accrue interest.

#### **23. Mortgage over land**

**23.1** The covenants implied in mortgages of land as set out in Schedule 2 of the Property Law Act 2007 apply to any mortgage that you agree to give us under this agreement.

**23.2** If there is any conflict between any of the provisions of this agreement and the implied covenants, the provisions of this agreement shall take precedence and the implied covenants are deemed to be amended accordingly.

### **Section C. - General Terms**

#### **24. Miscellaneous**

**24.1** If a provision of this agreement is or becomes illegal, invalid or unenforceable under any law then the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of another provision of this agreement will not be affected.

**24.2** If we fail to exercise or delay the exercise of any of our rights under this agreement or any security, then that doesn't mean that we have waived our rights and it doesn't stop us from exercising them at any time in the future, or stop us exercising any other rights we may have.

**24.3** We may receive a commission on any insurance included in this agreement or subsequently required.

**24.4** You warrant and undertake that all information you have provided to us is true and correct in all respects. For the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT):

**a.** unless you have advised us otherwise and we have accepted, you warrant and undertake:

- i.** that you are entering into this agreement in your ownright as the sole persons with a beneficial interest in the agreement and in all property given as security;
- ii.** no information has been withheld and all information you have given us is correct to enable us to determine your status under AML/CFT;
- iii.** you will provide such further information as we may reasonably request during the term of this loan to enable us to comply with our obligations under AML/CFT;

**b.** if any warranty given under (a) is incorrect; if you fail to provide information under (a)(iii) when requested; or if we determine on reasonable grounds that your status under AML/CFT has changed and as a result your ability to meet your obligations under this agreement is impaired then you will be deemed to have given us incorrect or misleading or deceptive information and pursuant to clause 8.3 default will have occurred under this agreement.

## 25. Assignment

**25.1** We may assign or transfer our rights or all or part of our rights under this agreement or under any security at any time and without your consent. Anyone to whom we transfer or assign our rights will have the same rights against you under this agreement as if it were named in this agreement as the lender.

**25.2** We may disclose, on a confidential basis, to any potential assignee, transferee or other person with whom we anticipate entering into contractual relations in connection with this agreement, and information about you whether or not that information was obtained in confidence and whether or not that information is publicly available.

**25.3** The Vendor may assign its rights under this Contract to any other party without restriction. If the Vendor so assigns this Contract then you must pay all monies due under this Contract to the Assignee as the Assignee directs. You must not assign your rights to the Goods or your rights in this contract.

## 26. Loan accounts and certificates

**26.1** Entries that we make in the accounts that we maintain are to be conclusive evidence of the existence and amounts of your obligations recorded in our accounts.

**26.2** Any certificate that we give of an interest rate or amount payable under this agreement is to be conclusive evidence for all purposes including for any proceedings.

## 27. Privacy

**27.1** The Purchaser(s) irrevocably authorizes any person or company to provide to the Vendor with such information as the Vendor may require as a result of this loan and irrevocably authorizes the Vendor to furnish to any third party details of this loan or any associated loan application or any subsequent dealings that the Vendor may have with the Purchaser(s) as a result of this loan or loan application. All references in this Privacy Consent clause to the Vendor include Financial Holdings Ltd, as the assignee of all the Vendor's right, title and interest in this agreement.

**27.2** In this agreement the following interpretation is to apply unless the context requires otherwise:

- each gender shall include other gender;
- all obligations on your part are joint and several;
- any expression not described or defined in this agreement shall have the meaning ascribed to it in the Personal Property Securities Act 1999 or the Credit Contracts and Consumer Finance Act 2003;
- the singular includes the plural and the plural include the singular; and
- a reference to a party to this agreement is a reference to that party and their executors, administrators and successor in title

## 28. Right to Set-Off

**28.1** Notwithstanding anything expressed or implied elsewhere in this Contract the Vendor may from time to time without notice set-off against any claim or demand the Purchaser(s) may have against the Vendor any claim or demand whatsoever that the Vendor may have against the Purchaser(s), but only to the extent that the same is lawful and when there is no sanction against the same at law or in equity.

## 29. Trade In/Deposit

**29.1** Where this sale involves you trading in property you transfer to the Vendor ownership in that property. You undertake that the property so traded belongs to you alone and that no one else has any security or other interest in it.

## 30. Meaning of words and expression

**30.1** In this agreement we use a number of words and expressions that have a special meaning. These are:

**"change disclosure statement"** means a statement that we give you when we agree to make a further advance or otherwise make a change under this agreement.

**"collateral"** means the personal property described in a disclosure statement over which you are giving security and includes all personal property that you acquire after the date of this agreement.

The terms of the **"Consumer Guarantees Act 1993"** shall not apply where the goods are acquired for business purposes.

**"credit fees and charges"** means the charges that you are required to pay us, other than the total advances and interest, as set out in a disclosure statement.

**"CCCFA"** means the Credit Contracts and Consumer Finance Act 2003.

**"Credit law"** means the Credit Contracts and Consumer Finance Act 2003.

**"default interest"** and **"default fees"** are set out in the disclosure statement.

A **"disclosure statement"** means either the initial disclosure statement contained in this agreement or a change disclosure statement.

**"Further advances"** means the amount shown as further advances in a change disclosure statement.

**"Goods"** means the Goods described herein, or where those Goods have been lost, stolen, destroyed or replaced then any Goods substituted therefore (together with all attachments accessories and parts which may at any time be attached to or place on the Goods).

**"Guarantor"** means the person shown as guarantor in this agreement and the attached guarantee and includes his or her executors, administrators and successors in title.

**"initial disclosure statement"** means the pages attached to this agreement that outlines key information about your credit contract and which is required to be given to you by section 17 of the credit law.

You become **"insolvent"** when **(a)** you commit any act of bankruptcy as defined in the Insolvency Act 1967 or as adjudicated bankrupt.

An **"insolvency event"** happens if you are a company and:

- there is any change in the control of the company or any beneficial or legal interest in the shares of the company are held by any person who does not hold those shares at the date of this agreement;
- you become insolvent or are unable to pay your debts within the meaning of section 278 of the Companies Act 1993;
- a resolution is passed or an order made for the appointment of a receiver, liquidator, provisional liquidator or statutory manager is appointed;

or if you are a natural person and:

- any of you die;
- become bankrupt;
- change your name without our consent; or
- commit an act of bankruptcy,

and/or if you are in business and you cease or threaten to cease to carry on that business.

**"land"** includes an interest in land.

**"land to be mortgaged"** means the land described as such in the initial disclosure statement.

**"outstanding balance"** means the sum of all total advances, further advances, interest, costs and charges, default interest and default charges and any other money that you owe us under this agreement owing at any time.

**"own"** includes having an interest in and "owner" has a corresponding meaning.

**"person"** includes an organization as defined in the PPSA.

**"PPSA"** means the Personal Property Securities Act 1999. The Purchaser agrees that sections 114(1), 117(C), 133 and 134 of the Personal Properties Securities Act 1999 will not apply on the enforcement by the Vendor of the security interest created by this Contract. You also waive any rights you may have under sections 116, 119, 120(2), 121, 125, 129, 131 and 132 of the PPSA on such enforcement and agrees that where the Vendor has rights in addition to those under Parts 9 of the PPSA those rights will continue to apply. You waive any right you may have to receive from the Vendor a copy of any financing statement, financing change statement or verification statement registered, issued or received at any time in relation to this Contract.

**"secured property"** means all collateral that is subject to the security interest that you agree to give us and all land over which you agree to give us a mortgage.

**"the money secured"** means all money, including the initial unpaid balance and default or other interest, and default and other fees and charges, and disbursements and other money, which you must pay to us under this agreement or under any collateral or subsequent loan agreement.

**"total advances"** means the amount shown as total advances in the initial disclosure statement

**"Working day"** means any day other than a Saturday, Sunday or a national public holiday.

**"you"** includes each and every guarantor.

# SCHEDULE OF STANDARD FEES & CHARGES

## **Credit Check & Decisioning Fee - \$19.49**

Charged for processing a new loan for each party attached to the contract. The fee includes a credit check, decisioning fee, and a search of the personal properties security register (PPSR).

## **Establishment Fee - \$295.00- \$395.00**

Charged for processing the loan, including approval and acceptance of the loan and added to the loan contract when the loan is actually drawn.

## **Broker Fee - \$295.00 - \$1,000.00**

Paid to the Broker for referring the loan to the creditor. The fee is payable to the Broker and forms part of the loan.

## **Personal Properties Securities Registration (PPSR) - \$11.50**

Charged to the contract and subsequently paid to the Ministry of Economic Development for registration of our security interest on the Personal Property Securities Register.

## **Equifax Auto Plus Report - \$19.95**

Charged to the contract and subsequently paid to the credit reporting agency Equifax in exchange for a comprehensive report on the motor vehicle being used as security. This fee does not apply if the loan contract is unsecured.

## **Early Settlement (Unsecured Loan Contract) - \$45.00**

Charged to the account when a loan is settled in full before its maturity date

## **Early Settlement (Secured Loan Contract) - \$245.00**

Charged to the account when a loan is settled in full before its maturity date

## **Administration Fees - \$7.50**

Charged to account each month end.

## **Statement - \$5.00**

Charged to the account when a statement is requested and supplied.

## **Direct Debit Amendment Fee - \$15.00**

Charged to the contract when a modification is made to the direct debit instruction at the customer's request.

## **Refund - \$10.00**

Charged to the account when an overpayment is received prior to completion of the account and a refund is made.

## **Caveat Fee - \$225.00**

Charged to the loan Agreement when we register a caveat over the property. Caveat release costs will also be charged on completion of the loan of \$225.00

## **Mortgage Fee - \$495.00**

Charged to the loan Agreement where we register a mortgage over a property.

## **Contract Variation - \$95.00**

Charged when the goods on the contract are changed or, where the term and or repayment amount is modified to accommodate the Debtor (Other than a hardship application where there is no charge.

## **Assignment - \$40.00**

Charged when assigning a contract from one Purchaser(s) and or Guarantor(s) name to another Purchaser(s) and or Guarantor(s) name.

## **SMS Fees - \$0.50**

Charged where an account is currently in default and has not been remedied, and it is deemed necessary to contact by SMS messaging service.

## **Second Reminder Letter - \$10.00**

Charged where an account currently in default has not been remedied, requiring us to send a furthermore serious letter.

## **Pre-Possession/Repossession Notice - \$25.00**

Charged to an account when a Pre-Possession / Repossession Notice is issued.

## **Repossession Fee - \$195.00+**

Charged to a loan account after we affect repossession of goods secured to the loan. Charges vary depending on the whereabouts of the goods, and the cost associated with collection. Agents submit third party invoice, based on what a reasonable charge for their time and effort.

## **Recovery Costs - Variable**

Costs incurred by third party (e.g. repossession Agent, Debt Collection Agency, Legal Services, Repairer) will be added to a loan account based on a third party invoice. Copies of all invoices are available upon request.

## **Blackhawk GPS - \$395 installation and \$23 per month rental**

Charged and added to the Loan Contract where your loan is conditional on the installation of the Blackhawk GPS unit.

## RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the Creditor.

### **Time limits for cancellation**

- If the documents are handed directly to you, you must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document; or
- If the documents are sent to you by electronic means (for example, email), you must give the notice within 7 working days of the statement date on the front of this document; or
- If the documents are posted to you, you must give the notice within 9 working days of the statement date on the front of this document. Saturdays, Sundays, and national public holidays are not counted as working days.

### **How to cancel**

- To cancel, you must give the Creditor written notice that you intend to cancel the contract by:
- giving notice to the creditor or an employee or agent of the Creditor; or
- posting the notice to the creditor or an agent of the Creditor; or
- emailing the notice to the Creditor's email address (if specified on the front of this disclosure statement); or
- sending the notice to the Creditor's fax number (if specified on the front of this disclosure statement)

You must also, within the same time, return to the Creditor, any advance received by you under the contract.

### **What you may have to pay if you cancel**

If you cancel the contract, the Creditor can charge you the amount of any reasonable expenses the Creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.).

If you cancel the contract, the Creditor can also charge interest for the period from the day you received the advance until the day you repay the advance.

## DISPUTE RESOLUTION

If you have a complaint please contact The Lending People in the first instance. Our contact details are at the front page of this document. If we are unable to resolve your complaint, you can refer to our Dispute Resolutions Scheme.

### **Name of dispute resolution scheme:**

Financial Disputes Resolution (FDR). 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 the The Lending People

### **Contact details of the dispute resolution scheme:**

**Freephone** 0508 337 337

If you have any enquiries, please contact us.

If you have a complaint about our service FDRS is open between 8am and 5pm weekdays, excluding national holidays

**International calls:** If you are calling from outside New Zealand, call +64 4 910 9952

**Fax** +64 4 918 4901

**Post** Freepost 231075, PO Box 2272, Wellington 6145.  
Level 9, 109 Featherston Street, Wellington 6011.

**Email** enquiries@fdrs.org.nz

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

If you are reasonably unable to keep up your payments or other obligations because of illness, injury or loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the creditor for a hardship variation.

### **To apply for a hardship variation, you need to:**

- (a) make an application in writing; and
- (b) explain you reason(s) for the application; and
- (c) request one of the following: an extension of the terms of the contract (which will reduce the amount of each payment due under the contract); or, a post-ponement of the date on which payments are due under the contract (specify the period for which you want this to apply); or, both of the above; and
- (d) give the application to the Creditor