

# CONSUMER CREDIT CONTRACT

Contract Number: «ContractId»

Agreement Date: «today»

## RESPONSIBLE LENDER

«GroupName\_» t/a «DivName\_» is responsible lender.

The Consumer Credit Contracts and Finance Act 2003 as amended in 2014 introduced Responsible Lending Principles. These require a lender to make reasonable enquiries to satisfy itself that the loan will meet a customer's needs and objectives and that a borrower or guarantor will be able to make payments under the loan without substantial hardship. The Act provides other protection for you. «GroupName\_» t/a «DivName\_» is a responsible lender providing loans that you, the customer, can understand and afford. Your loan has been approved by us on the terms and conditions detailed in this document. We have relied on the information you have provided during the application process, including detailed information on your personal circumstances, income and expenditure. Before entering into this Agreement, you should make sure that you have made us aware of everything relevant to the loan, the security and your circumstances.

## Customer(s) Individual

Customer Name: «fullname1»

Physical Address: «Fulladdress1»

«Suburb1»

«City1»

Customer No.: «CustNum1» (Mob): «Mobile1»

(Hm) «HomePhone1»

Email: «EmailAddress1\_» (the "Customer", "you")

Customer Name: «fullname2»

Physical Address: «Fulladdress2»

«Suburb2»

«City2»

Customer No.: «CustNum2» (Mob): «Mobile2»

(Hm) «HomePhone2»

Email: «EmailAddress2\_» (the "Customer", "you")

Customer Name: «fullname3»

Physical Address: «Fulladdress3»

«Suburb3»

«City3»

Customer No.: «CustNum3» (Mob): «Mobile3»

(Hm) «HomePhone3»

Email: «EmailAddress3\_» (the "Customer", "you")

## Guarantor(s) Individual

Guarantor Name: «fullnameG1»

Physical Address: «FulladdressG1»

«SuburbG1»

«CityG1»

Customer No.: «CustNumG1» (Mob): «MobileG1»

(Hm) «HomePhoneG1»

Email: «EmailAddressG1\_» (the "Guarantor")

Guarantor Name: «fullnameG2»

Physical Address: «FulladdressG2»

«SuburbG2»

«CityG2»

Customer No.: «CustNumG2» (Mob): «MobileG2»

(Hm) «HomePhoneG2»

Email: «EmailAddressG2\_» (the "Guarantor")

## Financial Details and Disclosure

### DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS (other than revolving credit contracts)

Statement Date: «today»

**IMPORTANT** – The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this disclosure statement and a copy of your consumer credit contract in a safe place.

This disclosure statement must be provided to you within 5 working days of the day on which the contract is made. The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. **Note that strict time limits apply.**

**FULL NAME AND ADDRESS OF CREDITOR** This is the person providing you with the credit.

You may send notices to the creditor by:

1. Writing to the creditor at the creditor's postal address; or
2. Sending a fax to the number specified or
3. Sending an email to the address specified

Name: «GroupName\_» t/a «DivName\_»  
«PhysicalAddress»

Postal address: «PostalAddress»

Phone: «phone»

Fax : «Fax»

Email : lending@«domainshort»

### CREDIT DETAILS

#### INITIAL UNPAID BALANCE

This is the amount you owe as at the date of this statement (including any fees charged by the creditor)

Total amount you owe: «TotalAmt_» made up of:	«TotalAdv»	Loan Advance
	«LoanEstFee»	Loan Establishment Fee
	«PPSRFee»	PPSR Fees
	«CCheckFee»	Credit Check Fees
	«VSRFee»	Vehicle Service and Registration Fees
	«Insurance»	Insurance: «InsuranceTxt»
	«OtherFee»	Other: «OtherFeeText»
	«DealerCom»	Dealer Commission

**Total Advances:** «TotalAmt\_»

This is total amount of all advances made or to be made to you.

#### PAYMENTS

You are required to make each payment of the amount specified and by the time specified as follows:

Number of payments	«NumberofPayments»
Payment Amounts	«AmountofPayment_» (This will be the regular payment amount except the final payment amount may differ slightly – refer Final Payment Amount below)
First payment date	«Install1Date»
Frequency of Payments	«LoanInterval»
Final Payment date	«InstallFinalDate»
Final Payment Amount	«AmountofFinalPayment_»
Total Payments required to be made	«TotalRepayments»

\*If any of your repayment dates fall on a bank holiday, they will be processed on the next bank working day.

These figures include the loan account maintenance fee (if any) described in the Credit Fees and Charges Section below

All required payments are to be made free of any fee and will be deducted by Direct Debit Authority.

Payments can also be made to «GroupName\_»'s «GBank\_» account, Account Number «GBankAc»

Please include your Loan Number («ContractId») and Name in the reference and details fields

**Please note we are not permitted to accept cash payments into this account.**

## INTEREST

### Annual interest rate:

«InterestDeclare»

### Total interest charges

This is the total amount of the interest charges payable under the contract «TotalRepayments»

### Method of charging interest

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365 and charged to your account on a daily basis.

## CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract.

Your credit contract may allow the creditor to vary these fee(s) and charges(s)

A service fee of «ServiceFee\_» per month is charged for the on-going administration of your loan and is charged each month on the anniversary of the day your loan is advanced and is included in the repayment amounts set above.

A variation/change fee of «requestchange\_» is payable if you request and we agree to vary the Agreement in any way. It will be charged on the day we agree to the change.

A statement or document fee of «requestcopies\_» shall be charged for each statement or copy of a loan document provided to the debtor (or another party) at the debtors' request (unless you download the statement/document directly from our website) over and above any statement or loan document provided by us.

## CONTACTING YOU AND CONSENT TO ELECTRONIC COMMUNICATIONS

You agree that we may contact you by Post, Physical Delivery or by electronic communication (including as examples of electronic communication: by E-mail, by Fax, by SMS Text, by posting on your private space on our website accessible by your confidential password, or any other electronic form).

Further information and disclosures in relation to this Loan Agreement, future loans or potential loans can be supplied to you either electronically or in hard copy form and you agree to receive such information and disclosures electronically under the Electronic Transactions Act 2002 and the Credit Contracts and Consumer Finance Act 2003.

## CONTINUING DISCLOSURE

The creditor may be required to provide you with regular statements.

The statements will give you information about your account. Statements will be provided 6 monthly.

## WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

### Security interest

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property. If the sale of the property does not cover the whole of your liability to the creditor, you will remain liable for the shortfall.**

### Security Details:

Make & Model: «MakeModel»  
Plate N#: «PlateN»  
Vin N#: «VinN»  
Colour: «Colour»

### Default Interest Charges and Default Fees

In the event of a default in payment and while the default continues, you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges. Default interest is only charged on the arrears portion of the loan.

### Default Interest Charges

The default interest rate is «DefaultInt» per annum. This is charged on any amount owing which is overdue from the time you fail to make due payment until the overdue amount is paid.

### Default Fees

Dishonour Fee	«FailedPaymentfee»
Default Letter Fee	«Reminderfee»
Prepossession Notice	«PrepoNoticeFee_»
Repossession Authority to Act Notice	«RepoAuthNotice»
Post Possession Notice	«PostPoNotice»
Repossession and Sale	«RepoSale»
Statement of Account after Sale	«StmtAfterSale»
Storage Costs	«StorageCosts»
Collection Agency Fee	«CollectAgtFee»
Credit Agency Fee	«CreditAgtFee»

## FULL REPAYMENT

If you pay the unpaid balance in full before the final payment is due (**full prepayment**), you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment.  
The amount you may have to pay to compensate the creditor for the loss is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004. This can be found by following the link below. <http://www.legislation.govt.nz/regulation/public/2004/0240/latest/DLM277773.html>

You may also have to pay our administrative costs of «EarlySettlementFee» for processing the full prepayment.

## RIGHT TO CANCEL

The Credit Contracts and Consumer Finance Act 2003 gives you a right, for a short time after the terms of this contract have been disclosed to you, to cancel the contract.

### How to cancel

If you want to cancel this contract you must give written notice to the creditor. \*You must also –

- (a) return to the creditor any advance and any other property received by you under the contract (but you cannot do this if you have if you bought any property at an auction, by tender or by private sale).; or
- (b) pay the cash price of the property or services within 15 working days of the day you give notice.

### Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 9 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 9 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 9 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

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

If you cancel the contract the creditor can charge you –

- (a) 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.); and
- (b) interest for the period from the day you received the property or services until the day you either pay the cash price for the property or services or return the property to the creditor.

This statement only contains a summary of your rights or obligations in connection with the right to cancel. If there is anything about your rights and obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately.

## UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, 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 your reason(s) for the application and
- (c) request one of the following:
  - (i) extension of the term of the contract (which will reduce the amount of each payment due under the contract) or
  - (ii) a postponement of the dates on which payments are due under the contract (specify the period for which you want his to apply) or
  - (iii) both of the above and
  - (iv) give the application to the creditor.

You cannot apply for a hardship variation where:

- a) you are in default and you:
  - (i) have been in default for 2 weeks or more after receiving a repossession warning notice under the CCCFA or a notice under section of the 119 of the Property7 Law Act 2007; or
  - (ii) have failed to make four of more consecutive periodic payments by or on the due dates; or
- b) have been in default for 2 months or more,
- c) it was reasonably foreseeable to you, at the time this Agreement was made, that you would be unlikely to be able to meet your obligations under the Agreement because of the illness, the injury, the loss of employment, the end of the relationship, or the other reasonable cause; or
- d) you have made a previous application less than 4 months ago unless the reasons for the new application are materially different from the reasons for the previous application and the Creditor agrees to consider the application.

If you leave your application for hardship variation too long, the creditor may not have to consider your application.

**DISPUTE RESOLUTION / FINANCIAL SERVICE PROVIDER**

If you are not satisfied with the service you have received from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone, by email or in writing.

If you are not satisfied with the resolution offered by our compliance team you can contact our independent disputes resolution scheme operated by Financial Services Complaints Ltd ("FSCL") and approved by the Ministry of Consumer Affairs.

FSCL may be contacted by emailing [info@fscl.org.nz](mailto:info@fscl.org.nz), calling FSCL on 0800 347 257, via their website [www.fscl.org.nz](http://www.fscl.org.nz) or in writing to P O Box 5967, Wellington 6145. There is no cost to you to use the services of FSCL

Our details are:

Registered Financial Provider No: «FSCLID»

Creditor Registration Name: «GroupName\_»

**COLLATERAL**

**General Security – All Property**

Type of property secured:

All Present and after acquired Personal Property of the Goods listed below:

SecurityType:

Make & Model: «MakeModel»

Plate N#: «PlateN»

Vin N#: «VinN»

Colour: «Colour»

**ACKNOWLEDGEMENTS**

**Guarantor Acknowledgement:**

Each Guarantor acknowledges that :

- a) you have read this Agreement and understands that its terms also apply to it as a Guarantor: and
- b) the creditor has recommended you obtain independent legal advice and provided the Guarantor with sufficient time to receive such advice. Accordingly, the Guarantor warrants they have either:
  - (i) had independent legal advice prior to executing this Agreement; or
  - (ii) has not had independent legal advice prior to executing this Agreement and that the decision is solely the Guarantor's own choice freely made, and the Guarantor irrevocably waives any rights which the lack of such independent advice might otherwise had given the Guarantor.

(Guarantor1 Initials): \_\_\_\_\_ (Date): \_\_\_\_\_ (Guarantor2 Initials): \_\_\_\_\_ (Date): \_\_\_\_\_

**SIGNED BY THE CUSTOMER(S) and/or GUARANTOR(S)**

In Signing the Customer(s) and each Guarantor (if any) each:

- a) confirm that all personal information (including financial) that you have provided to us is true and correct;
- b) accepts and undertakes to comply with the terms and conditions of this Agreement
- c) acknowledges you have received a copy of this Agreement (including the General Terms) prior to your entry into this Agreement;
- d) confirm you have read and understood the documents described in (c) above including its representations, obligations and consents and the rights of the creditor under these documents;
- e) confirm that you have obtained independent legal advice or have freely chosen to waive your rights to obtain independent legal advice

SIGNATURE OF CUSTOMER(S) and/or GUARANTOR(S):

Signed:  
Signed By: «fullname1»  
Address: «Fulladdress1»  
          «Suburb2», «City1»

Witness Name:  
Witness Occupation:  
Witness Address:

Date Signed:

Witness Signature:  
Dated:

Signed:  
Signed By: «fullname2»  
Address: «Fulladdress2»  
          «Suburb2», «City2»

Witness Name:  
Witness Occupation:  
Witness Address:

Date Signed:

Witness Signature:  
Dated:

Signed:  
Signed By: «fullname3»  
Address: «Fulladdress3»  
          «Suburb3», «City3»

Witness Name:  
Witness Occupation:  
Witness Address:

Date Signed:

Witness Signature:  
Dated:

Signed:  
Signed By: «fullnameG1»  
Address: «FulladdressG1»  
          «SuburbG1», «CityG1»

Date Signed:

Signed:  
Signed By: «fullnameG2»  
Address: «FulladdressG2»  
          «SuburbG2», «CityG2»

Date Signed:

## General Terms

### OPERATIVE PROVISIONS

- You agree that this Agreement comprises the Consumer Credit Contract, the Disclosure Statement and these General Terms.
- We agree to lend you and you agree to borrow, the Total Advance referred to in the Disclosure Statement.
- You confirm that where you have given us an unregistered mortgage or an agreement to mortgage (as may be described in the Disclosure Statement) then we may at any time register that mortgage and / or lodge and maintain a caveat against the title to the Land.
- You grant us a security interest in the Goods (if described in the Disclosure Statement) (and all proceeds of the Goods).
- You also grant us a security interest in all accessions which are now or later attached to the Goods, Personal Property and Land (where applicable).
- Each of the security interests referred to above secures the payment of all money you owe us, and the performance of your obligations, under this Agreement and any other agreement you have or may in future enter into with us.
- You confirm that we may register a financing statement in relation to our security interest in the Goods and the Personal Property (where applicable).
- You warrant that you are the only and legal owner of the Goods, Personal Property and Land (where applicable).
- Where the whole or any part of the Total Advances is to be disbursed to another entity(ies) you authorise us to pay (on your behalf) the whole or part (as the case may be) of the Total Advances (referred to in the Disclosure Statement) to the relevant entity(ies) and in the amount(s) as set out in the Disbursement Schedule attached to the Disclosure Statement.

### Guarantee and Indemnity: The Guarantor ("you"):

- a) guarantee to us payment of all money owed to us under this Agreement by the Customer (named in the Disclosure Statement) and performance of all the Customer's obligations under the Agreement;
- b) indemnify us for any loss or damage we may incur if the Customer does not perform any of its obligations under the Agreement or if the Agreement becomes void or unenforceable by us for any reason;
- c) agree that this guarantee will continue until all money owed to us by the Customer is paid back in full and the Customer fulfils all other obligations under the Agreement;
- d) warrant that, where you sign this Agreement as an authorised signatory, you have the authority to do so;
- e) confirm that where you have given us an unregistered mortgage or an agreement to mortgage (as may be described in the Disclosure Statement) then we may lodge and maintain a caveat against the title to the Land.
- f) grant us a security interest in the Goods (if referred to in the Disclosure Statement) (and all proceeds of the Goods) and owned by you;
- g) grant us a security interest in all accessions which are now or later attached to the Goods, Personal Property and Land (where applicable).
- h) confirm that we may register a financing statement in relation to our security interest in the Goods and the Personal Property (where applicable).
- i) warrant that you are the only and legal owner of the Goods, Personal Property and Land (where applicable).

### You also agree and acknowledge that:

- j) your liability to us is not affected (and your guarantee to us will continue and is absolute and unconditional in all circumstances even if, for example (with or without you knowing)):
  - any provision in the Agreement is changed;
  - we have not taken any action to recover the moneys from the Customer;
  - the terms of the Agreement are not strictly enforced by us;
- k) although, as between you and the Customer, you may be surety only, as between you and us, you are a principal debtor;
- l) we may, at any time, assign or transfer our rights and interest under this guarantee and indemnity and any Security Interest to any person. If we do this then the person taking this guarantee and indemnity will replace us and have all our rights and interest. You agree that we may give such person any information we have relating to you;
- m) where the Guarantor is more than one person, each of you is individually liable under this guarantee and indemnity;
- n) any notice or communication to be given by us to you under the Agreement or this guarantee and indemnity may be given in accordance with sections 185 to 189 of the PPSA and any information that is required to be disclosed by us to you under the CCCFA must be made in accordance with section 35 of the CCCFA. You agree that we may make disclosure to you electronically.
- o) clauses 1b, 1c, 1e, 1f, 1g, 3, 4c, 6i, 6j and 6l of the General Terms (following) will apply to you in respect to any security interest you have granted us.

## 1. YOUR RESPONSIBILITIES

**a. Payments:** you must pay us the Total Amount of Payments at the times and in the amounts in accordance with the specified schedule of payments set out in the Payment Details promptly and without any set off or other deduction of any kind. Where a date for payment falls on a date which is not a working day then payment is to be made (or is deemed to have been made) on the next working day.

**b. Insurance:** you must maintain insurance on the Goods, any Personal Property and if applicable any improvements on Land for its full replacement value against all loss, damage and other usual risks with an insurer selected by you but satisfactory to us. You must make sure that the insurance policy notes our interest in those items, and names us as loss payee under that policy.

**c. Changes:** you must notify us immediately if you change your address or name.

**d. Laws and Use:** you must comply with all laws and other governmental requirements affecting your possession and use of the Goods.

**e. Maintain Goods:** you must keep the Goods (and any other item we have a security interest in) in good condition and working order (fair wear and tear excepted) and carry out all maintenance in accordance with any manufacturer's specifications.

**f. Inspection:** you must allow us to inspect the Goods (and any other item we have a security interest in) at a reasonable time when we ask to.

**g. Advise us:** you must tell us straight away of anything which may affect the Goods, Personal Property, Land or our Security Interest.

## 2. YOUR ENTITLEMENTS

You are also entitled to pay out this Agreement early by full prepayment but if you do so you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment and our administrative costs. Our loss will be calculated as referred to in the Disclosure Statement under the heading "Full Prepayment".

## 3. WHAT YOU MUST NOT DO

You must **not**:

**a. Sell / dispose:** sell or lease or otherwise dispose of, or permit the disposal of the Goods (and any other item we have a security interest in) or permit any security interest or lien to attach to them other than our Security Interest unless we agree in writing;

**b. Part with:** part with possession of or move the Goods out of New Zealand;

**c. Adversely affect:** allow anything to occur which could adversely affect the Goods, Personal Property, Land or our Security Interest.

## 4. WHAT YOU AGREE WE CAN DO

**a. Fees and Charges:** We may charge you (subject to any restrictions at law) fees and charges relating to or in connection with this Agreement. These fees and charges would include (without limitation) fees and charges relating to statement requests, variations and enforcement (which may include any third party fees and charges), the fees and charges referred to in the Disclosure Statement and our administrative cost on full prepayment. We may vary such fees and charges from time to time.

**b. Part Prepayments:** If you make a part prepayment we may decline to accept the part prepayment. We will decide whether or not to accept the part prepayment as soon as practicable after we receive that payment from you. If we do not accept the part prepayment we will refund it to you as soon as practicable. However if we decide to accept the part prepayment, that payment will only be applied at the times and in the amounts in accordance with the specified schedule of payments set out in the Payment Details.

**c. Loss or damage to Goods:** If any loss or damage occurs to the Goods and the insurer does not remedy that loss or damage then we may claim under the relevant insurance policy, receive moneys or make any compromise in our or your name and give effective releases and receipts for the same. We may then:

- apply such money to remedy the loss or damage; or
- elect to end this Agreement, in which case such money shall be retained by us to the extent necessary fully to repay all amounts payable under this Agreement.

**d. Do things you have agreed to do:** If you do not carry out any of your obligations under this Agreement, we may decide to carry out those obligations (at your expense) or do anything else we think is necessary (at your expense) so as to protect our interest under this Agreement and the Goods, Personal Property and Land (as the case may be) and you irrevocably appoint us your attorney to carry out such obligations or do any of those things. You give us and our agents the right to enter any premises where the Goods and Personal Property may be located and to also enter (as your agent) any premises you are entitled to enter.

**e. End this Agreement if you default:** If you are in default under this Agreement, we may do any one or more of the following things:

- ask that you immediately pay to us the unpaid balance and all other amounts that you owe us under this Agreement;
- charge you interest at the Default Rate which will be calculated on the amount overdue on a daily basis from its due date until it is paid in full (both before and after any judgment);
- charge you the Default Fees;
- end our obligations to you under this Agreement;
- repossess and sell the Goods, Personal Property and Land;
- exercise any other rights we may have at law and under this Agreement or otherwise.

## 5. WHEN WOULD YOU BE IN DEFAULT

You would be in default if:

- a) You do not make a payment to us when it is due;
- b) You do not comply with anything else you have agreed to under this Agreement or under any other agreement you may have with us;
- c) What you, or a Guarantor, have told or tell us, or any information you or a Guarantor have given us is false or misleading;
- d) The Goods and/or Personal Property are at risk;
- e) You or a Guarantor goes into liquidation or bankruptcy, or a receiver is appointed in respect of you or a Guarantor; or
- f) Anyone else has, or claims, a security interest in the Goods.

## 6. OTHER THINGS YOU AGREE TO

**a. Indemnify us:** You will indemnify us against all costs, losses and expenses we incur in relation to this Agreement, the Goods, Personal Property and Land our Security Interest and the enforcement of our rights under this Agreement.

**b. Payment on demand:** We can at any time ask you to pay to us all amounts you owe us under this Agreement on demand except (provided you are not in default under this Agreement) the moneys you owe us under the Payment Details.

**c. Set off by us:** You acknowledge that we can, at any time without notice, set off any amounts we may owe you against any money you may owe us whether under this Agreement or under any other Agreement you may have with us.



**d. Rights and powers separate:** We can, but need not, do anything under this Agreement at once or after a time or more than once. We can exercise all other rights and powers we have under this Agreement or at law. If we do not do something when we are able, that does not mean we are giving up that right or power.

**e. Statement of amount owing:** A statement from us setting out any amounts which you owe us under this Agreement is conclusive proof that you owe us that amount.

**f. More than one Customer:** If there is more than one of you named as the Customer, each of you is individually liable for all money owing under this Agreement. This means we can require one of you to pay all money owing under this Agreement by yourself.

**g. Transfer/Assignment:** You agree and acknowledge that we may, at any time, assign and/or transfer any or all of our rights, title and interest under this Agreement and any Security Interest to any person. If we do this then the person will replace us and have all our rights, title and interest. You agree that we may give such person any information we have relating to you.

**h. Notices and disclosures:** You agree that any notice or communication to be given by us to you under this Agreement may be given in accordance with sections 185 to 189 of the PPSA and you agree that any information that is required to be disclosed by us to you under the CCCFA must be made in accordance with section 35 of the CCCFA. You agree that we may make disclosure to you electronically.

**i. PPSA verifications:** You waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement.

**j. Accessions:** You acknowledge that any accessions which are now or later attached to any Goods or Personal Property will be part of the Goods or Personal Property.

**k. Commissions:** You agree that we may receive from or pay to dealers, suppliers, insurers or any other person fees, benefits, commissions or anything else.

**l. Articles left in Goods:** We are not responsible for any goods left in the Goods or Personal Property if the Goods or Personal Property are repossessed by us.

**m. No Contracting Out:** Nothing in this Agreement is intended to contract out of the Consumer Guarantees Act 1993 or the CCCFA, except in the circumstances and to the extent permitted by those Acts.

**n. Privacy Policy:** The collection and use of your personal information as stated in our full privacy policy located on our website.

## 7. MEANING OF WORDS OR PHRASES

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

**b. Customer** means the customer named in the Disclosure Statement and who is also referred to in this Agreement as "you" and "your";

**c. Default Fees** means the default fees referred to in the Disclosure Statement;

**d. Default Rate** means the default interest rate per annum referred to in the Disclosure Statement;

**e. Disclosure Statement** means the disclosure statement forming part of this Agreement;

**f. end of the day** means 4.30pm;

**g. General Terms** means these general terms;

**h. Goods** means the goods (if any) and motor vehicles (if any) owned by you if referred to in the Disclosure Statement;

**i. Guarantor** means each guarantor named in the Disclosure Statement;

**j. Land** means the land (if any) owned by you referred to in the Disclosure Statement;

**k. Payment Details** means those details set out under the heading "Payment Details" under the Disclosure Statement;

**l. Personal Property** means all present and after acquired personal property (if any) owned by you if referred to in the Disclosure Statement (but does not include anything in respect of which section 83ZN of the PPSA prevents us from having a security interest in it);

**m. PPSA** means Personal Property Securities Act 1999;

**n. Security Interest** means any security interest, mortgage and/or agreement to mortgage granted by you (or the Guarantor, as the case may be) to us;

**o. Total Amount of Payments** means the Total Amount of Payments referred to in the Payment Details;

**p. we /us/our** means «GroupName\_»;

**q.** The expressions **accession, at risk, attach, financing statement, financing change statement, proceeds, security interest** and **verification statement** have the respective meanings given to them under, or in the context of, the PPSA;

**r.** The expressions **as soon as practicable, full prepayment, part prepayment, unpaid balance** and **working day** have the respective meanings given to them under, or in the context of, the CCCFA;

**s.** Reference to the "Agreement" means the Disclosure Statement and the General Terms; and

**t.** References in this Agreement to the Disclosure Statement and General Terms means the Disclosure Statement and General Terms of this Agreement.