

**DISCLOSURE STATEMENT
 and
 CREDIT CONTRACT**

Loan Number	SAMPLE
Effective date of Contract	TODAYS DATE

SCHEDULE	
Account Name	CUSTOMER NAME
Account Type	Secured Consumer Finance Agreement

IMPORTANT

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.

The law gives you a limited right to cancel the consumer credit contract (see Right to Cancel section). **Note that strict time limits apply.**

FULL NAME AND ADDRESS OF CREDITOR. This is the person or company providing you the credit.

You may send notices to the creditor by: <ul style="list-style-type: none"> • Writing to the creditor at its postal address; or • Sending a fax to the number specified; or • Sending an email to the address specified. 	Name:	Fresh Start Finance LTD or Scott Mortimer
	Physical Address:	87 Woburn Road Lower Hutt, New Zealand
	Phone:	027 271 2282
	Fax:	+64 4 5688 575
	Email:	scojo@xtra.co.nz

FULL NAME AND ADDRESS OF DEBTORS. This is the person responsible for making payments to the creditor.

Debtor 1	CLIENT NAME AND ADDRESS	

CREDIT DETAILS

Initial unpaid balance.

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

\$0.00 made up of:	Cash Price (less deposit paid to dealer)	\$0.00
	Establishment Fee	\$495.00
	Driver Licence Check & MOJ Check	\$0.00
	Veda Credit Check	\$21.00
	Broker Fee	\$0.00
	PPSR Fee	\$21.00

Subsequent Advance(s)

This is the amount (or these amounts) will be provided to you by the Creditor on the date(s) specified.

Total advances

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

\$537.00

PAYMENTS

You are required to make each payment as specified:
64 payments, due Fortnightly.

First Regular Payment of \$0.00, one Fortnight after the Effective Date of this Contract.

Last Regular Payment of \$0.00, 64 Fortnights after the Effective Date of this Contract.

(includes account maintenance fee as per schedule of fees and charges attached)

Total Account Maintenance Fee:
\$360.00

Total amount of payments:
\$0.00

INTEREST**Annual interest rate:**

14.95% fixed for the full term of the contract being 64 Fortnights

Total interest charges

This is the total amount of the interest charges payable under the contract.

\$0.00

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.

Interest is charged to your account monthly.

CREDIT FEES AND CHARGES

The credit fees and charges set out in the attached “**Schedule of Standard Fees and Charges applied to Consumer Contracts**” (which may not be 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 this/these fee(s) and charge(s).

Account Maintenance Fee \$10.00; payable on the last day of each calendar month.

Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment heading.

CONTINUING DISCLOSURE

The Creditor may be required to provide you with regular statements. The statements will give you information about your account.

Statements to be provided every six months by email or text only

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest(s)

This is secured credit. **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.**

Description of security interest(s):

Property which is (or will be) subject to a security interest:

CAR DETAILS OR
SECURITY

If you give a person other than the Creditor a security over the property, you may be in breach of this contract and the Creditor may exercise its rights under this contract including demanding payment of all monies outstanding under the contract and repossessing the property.

If the Creditor's rights under the security were to be exercised, the Debtor would be liable to the Creditor for the difference (if applicable) between the amount required to settle the contract and the net proceeds of the sale as at the date of sale.

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.

Annual Default Interest is calculated at 10% above the Annual Interest Rate shown in the **INTEREST** section above. It is charged on the unpaid daily balance from the time that you fall into financial default until you are no longer in financial default and calculated by multiplying the unpaid balance at the end of the day by the daily default interest rate.

The daily default interest rate is calculated by dividing the annual default interest rate by 365. Default interest is charged to your account monthly.

Default fees and charges that may apply to this contract are detailed on the attached **"Schedule of Standard Fees and Charges applied to Consumer Contracts"**.

FULL PREPAYMENT

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 the Creditor for any loss resulting from the full prepayment. The Creditor may have suffered a loss if the Creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract.

You may also have to pay the Creditor's administrative costs relating to 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 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004.

Administrative costs/fees are detailed in the attached "**Schedule of Standard Fees and Charges applied to Consumer Contracts**".

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 notice that you intend to cancel the contract 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.

WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP

If you are unable reasonably 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 your 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 postponement 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, and any supporting information that may be relevant to the application, to the Creditor.

Do this as soon as possible. If you leave it for too long, the Creditor may not have to consider your application.

DISPUTE RESOLUTION

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

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 Creditor.

Contact details of the dispute resolution scheme:

Phone: 0800 888 202

Website: www.ifso.co.nz

Email Address: Info@ifso.co.nz

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor's Registration Name: Fresh Start Finance LTD

Registration number: FSP745151 & FSP38681

DEBTOR'S SIGNATURE

Signed as Debtor

CLIENTS NAME

Witness Signature

Witness Name

Witness Address

Witness Signature

Witness Name

Witness Address

CREDITOR'S SIGNATURE (FOR OFFICE USE ONLY)

Signed on behalf of Creditor

Signature

Witness Signature

Name

Witness Name

Title

Witness Occupation

Witness Address

Please read these terms and conditions carefully. They contain, amongst other matters, provisions which grant Fresh Start Finance Limited security in your property (both land and personal). **We strongly advise you to obtain independent legal advice prior to signing this Agreement. These terms and conditions are applicable from 6 June 2015.**

TERMS AND CONDITIONS

FRESH START FINANCE LIMITED ("FSFL")

1. Responsible Lending

1.1 FSFL takes its responsibilities under the Responsible Lending Code seriously. A copy of the Code is available at www.consumeraffairs.govt.nz

2. Withdrawal of Facility

2.1 FSFL may at any time prior to the Borrower drawing on the Advance and after consulting and advising the Borrower, cancel this Agreement immediately if FSFL consider that:

- (a) there has been a material delay in the Borrower drawing on the Advance;
- (b) information FSFL relied upon when assessing the Borrower's application is incorrect in a material respect; or
- (c) there has been a material change in the financial market conditions on which FSFL relied when FSFL offered the Advance to the Borrower.

3. What FSFL agree to do

3.1 FSFL agrees to provide the Advance to the Borrower upon the terms and subject to the conditions set out in the following documents:

- (a) FSFL Disclosure Statement ("the Schedule");
- (b) FSFL's Overview Schedule of the Credit Facility Standard Terms, Conditions, Fees and Right to Cancel ("Overview Schedule") if applicable;
- (c) these Terms and Conditions; and
- (d) FSFL's Schedule of Standard Fees and Charges ("Fees Schedule"),

together referred to as "the Agreement". Defined terms in these Terms and Conditions will apply to all documents in (a) to (d) above.

3.2 Where the Collateral is to be purchased by the Borrower FSFL may pay the Advance directly to the seller of the Collateral.

4. Payments

4.1 The Borrower agrees to the following:

The Borrower agrees to pay FSFL as and when due:

- (a) all payments due to FSFL pursuant to the payment schedule; and
- (b) any other amounts owing pursuant to this Agreement.

4.2 Payments shall be made to FSFL by way of:

- (a) Direct debit, automatic payment,
- (b) Internet/telephone banking: internet or telephone banking payments can be made from the Borrower's nominated bank account in payment of the Borrower's credit facility; or
Cheque: the Borrower can make a payment by mailing it to Fresh Start Finance LTD, 87 Woburn Road, Lower Hutt.

4.3 All payments must be referenced by the Borrower's name or account number. If they are not they may be deemed as having not been paid.

4.4 FSFL shall credit each payment made under this Agreement in accordance with the Payments Schedule.

5. Interest

5.1 Interest is charged to the Borrower's account as set out in the Schedule.

6. Fees

6.1 Fees are payable by the Borrower in accordance with the Fees Schedule.

7. Default Interest

7.1 If the Borrower fails to make a payment on the due date, or any moneys payable by the Borrower in accordance with clause 4.1 FSFL may charge the Borrower Default Interest (also known as Penalty Interest) at the rate of the Annual Interest Rate plus 10% in respect of the amount of the default and while the default continues.

7.2 Default Interest is charged to the account at the end of each Interest Period.

8. Prepayment

8.1 The Borrower may repay part of the Advance early provided that the Borrower also pays:

- (a) interest to the date of repayment at the interest rate for the Advance;
- (b) a fee equal to the reasonable estimate of FSFL's loss arising from the part prepayment; and
- (c) A fee for the administrative costs arising from the part prepayment.

8.2 The Borrower may repay the full amount of the Advance early provided that the Borrower also pays:

- (a) the current unpaid balance plus any interest charges (including Default Interest charges, and other fees and charges applicable at the time of the full prepayment); and
- (b) a fee for the administrative costs arising from the full prepayment; and
- (c) a fee equal to the reasonable estimate of FSFL's loss arising from the full prepayment;
- (d) less a proportionate rebate where applicable of any insurance premium financed under the Advance calculated in accordance with the CCCFA.
9. **Disclosure**
- 9.1 FSFL takes its disclosure obligations to the Borrower under the CCCFA seriously. The latest version of FSFL's standard terms and conditions and costs of borrowing are available:
- (a) On FSFL's website; www.freshstartfinance.co.nz
- (b) At the Borrower's request from FSFL
- 9.2 FSFL will send a statement as provided for in the Schedule (except in circumstances set out in clause 9.3 below) which shows payments made by the Borrower and Subsequent Advances (if any). Where the facility is a Revolving Credit Facility the Borrower agrees to make payment in accordance with FSFL's statement.
- 9.3 FSFL will issue statements unless:
- (a) FSFL cannot reasonably locate the Borrower;
- (b) There have been no transactions during the period and the total closing balance is nil;
- (c) The Borrower has breached this Agreement and FSFL have commenced enforcement proceedings; or
- (d) The Borrower has been declared bankrupt or has died and FSFL have not received further requests for statements.
- 9.4 If the Agreement is varied pursuant to the terms of this Agreement, FSFL will provide variation disclosure to the Borrower in accordance with the CCCFA.
- 9.5 FSFL will provide any disclosure to the Borrower which is requested pursuant to the CCCFA.
10. **Changes to Agreement**
- 10.1 FSFL may:
- (a) Change the Annual Interest Rate if you have a variable Annual Interest Rate;
- (b) Change the fees payable in the Fees Schedule and the frequency and time for payment of such fees as reasonably required;
- (c) Impose a new fee if reasonable;
- (d) If any law regulates a change, FSFL may only change to the extent permitted by and subject to the requirements of that law.
- 10.2 If FSFL changes this Agreement pursuant to clause 10.1 FSFL will give you notice of the changes in writing no later than 30 days before the change takes effect.
11. **No deductions**
- 11.1 Except to the extent that the Borrower has a right of set off granted by law, the Borrower agrees to make all payments due under this Agreement without set-off or deduction.
12. **Collateral and Security**
- 12.1 The Borrower grants FSFL a first registered security interest in the Collateral as security for the repayment of the Advance and all other moneys payable under this Agreement and the performance of all other terms and obligations in this Agreement.
- 12.2 The Borrower agrees that (where applicable) this Agreement creates a Security Interest in the Collateral as security to FSFL and that FSFL may register a Financing Statement to perfect such interest pursuant to the PPSA and do all acts necessary to maintain such Financing Statement.
- 12.3 The Borrower authorises FSFL to search the Personal Property Securities Register at any time in respect of the Borrower.
- 12.4 **The Borrower agrees:**
- (a) **To keep the Collateral** at the Premises and not to move or permit the removal of the Collateral without FSFL's written consent and in the case of a vehicle, to keep the vehicle at the Premises when not in use.
- (b) **Not to allow the Collateral** to become an Accession (as defined in the PPSA) or attached to land or buildings in such a way as to become a fixture.
- (c) **Not to part with possession** of the Collateral or sell or attempt to sell, pledge or create a Security Interest or permit a lien in the Collateral.
- (d) **To immediately notify FSFL** if the Collateral is taken out of the Borrower's possession and advise as to where it has been removed.

- (e) **To ensure the Collateral is used only** in a reasonable and lawful manner and to keep the Collateral registered and licensed if applicable and in the case of a vehicle to maintain a current Warrant of Fitness.
- (f) **To keep the Collateral** in good condition and protect it from loss or damage.
- (g) **To service or repair** the Collateral at the Borrower's cost in a proper and workman like manner.
- (h) **Not to alter** the Collateral without FSFL's prior approval.
- (i) **To notify FSFL immediately** of any loss of or damage to, defect or fault in the Collateral.
- (j) **That any accessories or goods** (including replacement parts) supplied with or for any Collateral during the term of this Agreement shall become part of the Collateral for all purposes and shall be subject to the Security Interest contained in this Agreement.
- (k) **In the case of a vehicle**, to promptly pay all traffic and parking fines, penalties, levies, fees and tax (including road user charges) imposed by any Law or any government agency in relation to the vehicle.
- (l) **To allow FSFL to inspect** the Collateral at any time between the hours of 8.00 a.m. and 5.00 p.m. on any week day and at any other time the Collateral is being used, on reasonable notice.
13. **Insurance**
- 13.1 The Borrower agrees to keep the Collateral fully insured throughout the term of the Agreement for full replacement value not being less than the amount, if any, specified by FSFL, for loss or damage by accident, fire, theft (and in the case of a motor vehicle, liability to third parties for bodily injury, death or damage to property) and any other risk required by FSFL. The insurer must be approved by FSFL and the interests of FSFL noted on the policy accordingly.
- 13.2 Where FSFL requires the Borrower to hold life insurance or other insurance such insurance must be maintained throughout the term of the Agreement for not less than the amount specified by FSFL and with an insurer approved by FSFL with FSFL's interests noted accordingly.
- 13.3 The Borrower must not do or omit to do anything which could result in the insurer declining any claim. The Borrower agrees to make an insurance claim in respect of the Collateral when requested to by FSFL. The Borrower agrees that any amount payable under any insurance policy will be paid to FSFL and applied towards payment of all amounts outstanding under this Agreement whether or not the time for payment has arrived or towards the damage to any Collateral, as FSFL sees fit.
- 13.4 The Borrower agrees that where the Borrower has requested loan repayment insurance such insurance is optional and not required as a condition of finance being approved.
14. **Security Documents**
- 14.1 This Agreement shall be read together with all other deeds, securities, documents and agreements given to FSFL by any person to secure the Advance and any other monies payable under this Agreement so that a default under one shall constitute a default under all. FSFL may exercise its rights, powers and remedies under any of the documentation in such order as FSFL think fit.
15. **Information**
- 15.1 The Borrower confirms that the information provided by the Borrower is true and correct. The Borrower will promptly notify FSFL of any changes in the information, and in the case of the change of name, address or email of the Borrower, 7 days prior to such change taking effect. Upon request the Borrower will provide to FSFL such information about the Borrower's financial position or operations as FSFL may reasonably require.
16. **Agreement to mortgage**
- 16.1 That the Borrower acknowledges that the Personal Property Collateral may not be sufficient security to protect FSFL's interests and accordingly the Borrower agrees to mortgage all of the Borrower's present and future right, title and interest in the Land Collateral (or any property purchased in substitution of the Land Collateral) in favour of FSFL to the intent that a caveatable interest is created in the Land Collateral as security for payment of all moneys payable by the Borrower under this Agreement. The Borrower agrees that on request from FSFL the Borrower will execute a registerable mortgage in a form required by FSFL over the Land Collateral for this purpose.
17. **Attorney**
- The Borrower irrevocably appoints FSFL and each of FSFL's officers severally as the Borrower's attorney to do anything the Borrower is required to do under this Agreement to the extent permitted by law including, without limitation, to execute any mortgage pursuant to clause 16.1 or any

- insurance claim. For the avoidance of doubt FSFL are unable, as the Borrower's attorney, to take a security interest in consumer goods which the Borrower has acquired after this Agreement has been signed.
18. **Financial Difficulty and Unforeseen Hardship**
- 18.1 If the Borrower is in financial difficulty and believes that the Borrower will not be able to meet its obligations to FSFL, the Borrower should contact FSFL immediately on 027 271 2282
- 18.2 Any application in respect of unforeseen hardship pursuant to the CCCFA must be made by the Borrower to FSFL in writing and specify the Borrower's reasonable cause for the Borrower's inability to meet the Borrower's obligations under this Agreement.
- 18.3 A Borrower is not able to make another unforeseen hardship application in respect of the same agreement less than four months after their previous application except where:
- (a) The reasonable cause is materially different; or
FSFL agrees to consider the application.
- 18.4 On receiving an unforeseen hardship application FSFL will:
- (a) Acknowledge receipt in writing to the Borrower within 5 working days;
- (b) Request further information from the Borrower if required within 10 working days;
- (c) Give written notice of their decision to the Borrower within 20 working days (or if further information has been requested pursuant to 18.4(b), the later of 10 working days after receiving such information or 20 working days after the request for such information).
19. **Breach by the Borrower**
If any Enforcement Event occurs, then, subject to the relevant Legislation:
- 19.1 all moneys owing and unpaid under this Agreement will be immediately payable even if the time for payment has not arrived.
- 19.2 FSFL may repossess the Collateral and take possession of the Collateral.
- 19.3 FSFL or its agents may enter the Premises or enter any other premises (including, where necessary, when the occupier is not present) where the Collateral is located as the Borrower's agent for the purpose of repossessing the Collateral and take possession of the Collateral.
- 19.4 FSFL or its agents may sell the goods or its agents consider expedient FSFL and may do anything necessary to give effect to any sale.
20. **General**
- 20.1 **Conflict:** In the event of conflict between the terms of this Agreement and the terms of any collateral security the terms of this Agreement will prevail.
- 20.2 **Severance:** The Borrower agrees that if any provision of this Agreement is illegal, that provision will be severed from this Agreement without affecting the remaining provisions.
- 20.3 **Rights at law:** The rights in this Agreement (or related documents) do not affect the rights of either party at law.
- 20.4 **Reinstatement:** If any payment made by the Borrower under this Agreement is required to be repaid by FSFL by any law, that payment will be deemed not to have affected or discharged the Borrower's liability.
- 20.5 **Indemnity:** The Borrower agrees to indemnify FSFL against the following:
- (a) Any liability arising in connection with the possession or use or operation of the Collateral by the Borrower;
- (b) Any loss or, damage to or destruction of the Collateral; and
- (c) Any liability, loss or expense FSFL incurs as a result of the Borrower's default under this Agreement or the exercise of any right power and remedy under this Agreement.
- 20.6 **Costs:** The Borrower agrees to reimburse FSFL for all costs as set out in the Schedule of Standard Fees and Charges applied to Consumer Contracts attached to this Agreement.
- 20.7 **Performance by FSFL:** If the Borrower fails to observe or perform any of the Borrower's obligations in this Agreement then FSFL may perform such obligations and any moneys paid or expenses incurred will be payable by the Borrower to FSFL.
- 20.8 **No waiver:** FSFL will not be prevented from enforcing any of FSFL's rights under this Agreement because on an earlier occasion FSFL did not enforce those rights or delayed enforcing those rights.
- 20.9 **Notices:** All notices to be given pursuant to this Agreement shall be given in accordance with the relevant Legislation. Without limitation, the

- Borrower consents to disclosure under the CCCFA being made in electronic form including via FSFL's website (if relevant) and by means of electronic communication.
- 20.10 **Variation:** Subject to any variations permitted by this Agreement, this Agreement may only be varied or modified as agreed between the parties.
- 20.11 **Set Off:** In addition to any other rights FSFL may have, FSFL has the following rights:
- (a) FSFL may debit any account the Borrower may have with FSFL any amount the Borrower is liable for under this Agreement. FSFL.
 - (b) FSFL may set off sums the Borrower has with FSFL towards satisfying any liability that the Borrower has with FSFL under this Agreement without prior notice to the Borrower.
- 20.12 **Governing Law:** This Agreement shall be governed by New Zealand law.
- 20.13 **Commission:** The Borrower acknowledges that FSL or any broker, agent, dealer or other person who introduces the Borrower to FSFL may receive commission, fees or other remuneration for providing such introduction.
- 20.14 **Counterparts:** This Agreement may be signed in any number of counterparts (including by facsimile or scanned copy), all of which together shall constitute one and the same document. Any Party may enter into this Agreement by signing any such counterpart. Such document or documents may be relied on by any party and presented in legal proceedings as though it were an original.
21. **Assignment**
- 21.1 FSL may assign its rights under this Agreement provided that the Borrower has and may exercise the same rights under the Agreement against the assignee as the Borrower has against FSFL.
22. **Interpretation**
- In this Agreement the following terms and expressions have the following meanings:
- 22.1 "**Advance**" means the Initial Total Advances, any Subsequent Advances and all other moneys advanced or amounts payable under this Agreement;
- "**Annual Interest Rate**" means the annual interest rate described in:
- (a) the Schedule; or
 - (b) the Overview Schedule,
- and as amended by FSFL by notice in accordance with clause 10 from time to time.
- "**CCCFA**" means the Credit Contracts and Consumer Finance Act 2003;
- "**Collateral**" means the property described as the Collateral in the Schedule and includes both Personal Property Collateral and Land Collateral and any proceeds of that property;
- "**CRA**" means the Credit (Repossession) Act 1997;
- "**Debtor**" and "**Borrower**" are references to the party named as Debtor in the Schedule;
- "**FSFL**" and "**Creditor**" are references to Fresh Start Finance Limited;
- "**Enforcement Event**" means the occurrence of any of the following events:
- (a) the Borrower does not pay any money payable under this Agreement when due or a payment is dishonoured or reversed;
 - (b) the Borrower does not perform or comply with any other obligation the Borrower has under this Agreement;
 - (c) the Borrower dies, ceases to be of full capacity or commits and act of bankruptcy;
 - (d) any insurance policy in respect of the Collateral is cancelled by the insurer;
 - (e) if FSFL believe the Collateral is "at risk" (as defined in section 7 of the CRA and section 83E(2) of the CCCFA);
 - (f) the Borrower stops payment to or enters into any composition or other arrangement with the Borrower's creditors generally;
 - (g) any distress or execution is levied upon or against any of the Borrower's assets or any of the Borrower's property or assets are seized or appropriated by any person or a security over any of the Borrower's assets becomes enforceable; or
 - (h) any judgment is obtained against the Borrower and remains unsatisfied for more than 14 days.
- "**Financing Statement**" has the same meaning as that term is defined in the PPSA.
- "**Interest Date**" means the interest date set out in the Schedule;
- "**Interest Period**" means the period from (and including) the Interest Date (or in the case of the first Interest Period, from the Interest Commencement Date) to (but excluding) the next Interest Date;
- "**Land Collateral**" means Collateral being any right, title or interest in land;
- "**Laws**" means Acts of Parliament, regulations and by-laws;
- "**Personal Property Collateral**" means all Collateral which is not Land Collateral;
- "**PPSA**" means the Personal Property Securities Act 1999;
- "**Premises**" means the premises described in the Schedule at which the Personal Property Collateral is to be kept;

"Repossession Legislation" means the CRA for agreements entered into prior to 6 June 2015 and the CCCFA for agreements entered into, amended or renewed from 6 June 2015;
"Schedule" means the disclosure statement provided in accordance with section 17 of the CCCFA (together with FSFL's loan approval letter, if applicable) forming part of this Agreement to which these terms and conditions are attached.

- 22.2 **Other terms: All other capitalised terms have the meaning set out in the Schedule.**
- 22.3 **Headings:** Headings are for guidance only and do not affect the interpretation of this Agreement.
"Security Interest" has the meaning given to that term in the PPSA;
"Subsequent Advance" means any subsequent advance described in the Schedule;
"Term" means the period commencing on the date of this Agreement and ending on the date all moneys payable under this Agreement have been paid in full.
- 22.4 **Plural and singular:** References to the plural include the singular and vice versa.
- 22.5 **Successors:** References to a person include (as applicable) that person's successors, executors and permitted assigns.
- 22.6 **Joint and several:** If more than one person executes this Agreement as Debtor, references to the Debtor in this Agreement shall include each such person and any two or more of them and shall bind each such person under this Agreement jointly and severally.

Schedule of Standard Fees and Charges applied to Consumer Contracts

Application / Approval / Account Maintenance

Establishment Fee \$495.00

This is a fee for receiving and processing the loan application together with acceptance and establishment of the loan and is added to the loan contract when the loan is drawn.

Account Maintenance Fee \$10.00

This fee is part of the loan instalment and is for the maintenance service provided per month

Caveat Fee \$658

Where a loan is secured by a caveat / agreement to mortgage we will register a caveat over the property, caveat registration and release costs will be charged to the loan to a maximum of \$658.00 for each property.

Mortgage Fee

For any loan where we register a mortgage over a property, mortgage registration costs will be charged to the loan on invoice from the solicitor. NB: Upon settlement, costs may be incurred for the release of the mortgage.

Early Repayment Fee \$95.00

Administration fee charged to the loan account when the account is settled early, equivalent of one hour of processing time/charge out rate.

Modifications

Contract Variation (Security) \$85

Fee is charged when the goods/security on the loan contract are to be changed

Assignment Fee \$85

This fee is charged when assigning a contract from one Debtor(s) and/or Guarantor(s) name to another Debtor(s) and/or Guarantors(s) name.

Collections

Dishonoured Payment Fee \$15

Fee is charged to the loan account in the event of a payment tendered to the account is dishonoured by the Debtor's bank.

Insurance Letter Fee \$15

Fee is charged to the loan account in the event that the insurance company has notified Fresh Start Finance that the premium is overdue or cancelled or pending

PPSR Fee \$21

Fee is charged in loan set up for registering security

Veda / Equifax Credit Check Fee \$21 per person

Fee charged for credit checks and attributed future checks if required for checking the credit score or obtaining credit data

TEXT/ SMS Charge \$0.50c

Fee is charged to the loan account where we are attempting to contact the client by SMS message service after a breach of agreement has occurred (e.g. overdue instalments).

Phone Call \$2

Fee is charged to the loan account where a Credit Controller is attempting to contact the Debtor regarding overdue amounts on the loan account where the loan account has been in arrears for more than 10 days.

Repossession Warning Notice \$30

Fee is charged to a loan account when a Pre-repossession Notice is issued. This is generally 9 days after a breach of terms (e.g. overdue instalments)

Repossession Warrant \$50

Fee is charged to the loan account when it is necessary to issue a Repossession Warrant as a result of a serious default (e.g. overdue instalments). This amount along with the arrears and any agent costs are due and payable immediately to avoid repossessions.

Recovery Costs

Costs incurred by a third party (e.g. repossession agent, legal provider, repairer) will be charged to a loan account for the invoiced amount, copies of which are available upon request.

Post-Repossession Notice \$30

A Post Possession Notice is issued within 21 days of the taking of goods by the Creditor. Fee for the issue of Post Possession Notice will be charged to the loan account.

Statement of Account After Sale \$30

Fee is charged to the loan account following production and service of this notice after sale of goods within 10 days of the sale being affected.

Formal Demand (Mortgage) \$50

Fee is charged to a loan account for a Demand issued when the loan account has a serious breach of agreement. Formal demand is issued prior to a Property Law Notice.

Property Law Notice (Mortgage) \$30

Fee is charged to the loan account when a serious breach of agreement has occurred (e.g. overdue instalments).

Insurance

The cost of insurance cover for Loan Repayment Insurance, Motor Vehicle Insurance, Mechanical Breakdown Insurance and Accidental Death Insurance may be included in the loan. The premium financed will be paid to the relevant insurance company and provide insurance cover for the period stated in each insurance proposal.

PRIVACY ACT 1993 DECLARATION

First Name: ...CLIENT..... Middle Name:

Last Name:NAME..... Date of Birth:YOUR DOB.....

Address:YOUR ADDRESS.....

I understand that there is no obligation to provide personal information but failure to do so may prejudice my chance of obtaining finance.

I declare that the information contained in this application is true and correct and that I am not an undischarged bankrupt.

I understand and authorise Fresh Start Finance Limited and all related companies (as defined in the Companies Act 1993 ("Fresh Start Finance")) to undertake all necessary inquiries to obtain, and to use the personal information I have provided, to obtain information from any Credit Reporting Agency credit provider, The NZTA (NZ Transport Agency), Ministry of Justice, my employer(s), accountant, or any other source, to obtain, check and exchange (both now and in the future) such personal, financial and commercial information and references about me as is necessary for the purposes of considering this application, the protection and administration of any loan arising out of this application and in the enforcement of any agreement between me and Fresh Start Finance. I also authorise Fresh Start Finance to disclose information about any loan arising out of this application to any potential assignee of this loan, guarantor or to any person providing services in connection with refinancing this loan, or to any person or organisation I have authorised to obtain information, at any time in the future and agreed to an identity check through any authorized organization.

I also understand and agree that in providing this information so as to use a Credit Reporting Agency's credit reporting services to check me. The Credit Reporting Agency will give Fresh Start Finance information about me for that purpose. Fresh Start Finance will give my personal information to any Credit Reporting Agency who will hold that information on their systems and use it to provide their credit reporting service. Fresh Start Finance may use any Credit Reporting Agency's services in the future for purposes related to the provision of credit to me. This may include using a Credit Reporting Agency's monitoring services to receive updates if any of the above information about me changes and if I default in my payment obligations to Fresh Start Finance, information about that default may be given to any Credit Reporting Agency and they may give that information about my default to other Credit Reporting Agency customers. I also understand that I have the right to access and correct personal information held about me in accordance with the Privacy Act 1993.

I do not have any outstanding traffic, parking or other fines and do not have a criminal record.

I have read, understood and agree to the Privacy Act Declaration.

Electronic Communication:

I agree that Fresh Start Finance may use electronic communication (including email and SMS/text message) for the purpose of making disclosure to me pursuant to the Credit Contracts and Consumer Finance Act 2003, providing me with notices and/or changes to Fresh Start Finance Terms and Conditions and/or any other reason such as marketing of services and products.

My preferred email address for communications is: YOUR EMAIL.....

My preferred mobile number for receiving SMS/text message notifications is: ...YOUR PHONE NO.....

Note: Please notify Fresh Start Finance in writing if you do not wish to receive any promotional material about services and products offered by Fresh Start Finance and its associated group of companies. If no such request is received from you we will take it that you have accepted and agreed to Fresh Start Finance using your personal information for these purposes.

Signed:

Dated:

YOUR REFERENCE:

ACCOUNT DETAILS FOR PAYMENTS:

**S & J Mortimer
The Co-Operative Bank
02-1242-0467839-032**

PLEASE ARRANGE TO SET UP YOUR AUTOMATIC PAYMENT WITHIN THE PERIOD ON THE DOCUMENTATION

IF YOU THINK YOU WILL MISS ANY PAYMENTS PLEASE MAKE COMMUNICATION AT LEAST 48 HOURS PRIOR.

