# CREDIT AGREEMENT (Incorporating Disclosure Statement)

# Borrower

Name:	Mobile:	
Name.	Mobile.	
Address:	Email:	
		("Borrower")
Lender		
Name:	Free Phone:	
Trading Na	Email:	
Address:	Fax:	
		("Lender")

IMPORTANT – The Lender is required to provide you with a disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 and the disclosure details are provided below. 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 information and a copy of your consumer credit contract in a safe place.

# 1 General Terms and Interpretation

2.2	Expiry Date (if repayment not demanded) 7 D	ecember 2016			
	The credit limit under this Credit Agreement and the total of advances made or to be made under Agreement is the same as the initial unpaid balance above. The total interest charges above are the charges payable under this Credit Agreement provided the Loan is paid on the Expiry Date. The total interest charges above are the total interest charges payable under this Credit Agreement provided the Loan is paid on the Expiry Date. The total interest charges above are the total interest charges payable under this Credit Agreement provided the Loan is paid on the Expiry Date. The total interest charges payable under this Credit Agreement provided the Loan is paid on the Expiry Date. The Expiry Date. The Borrower only receives the Net Advance described above. Subject to this Credit the General Terms, the Loan shall be disbursed to the Borrower into the bank account specified and the General Terms, the Loan shall be disbursed to the Borrower into the bank account specified above.	the total interest total interest Dan is repaid on redit Agreement			
	Direct debit fees will be payable by the Borrower depending on the number of payment \$30.00 instalments set out in clause 2.3 (see clause 3.1)				
	Total interest charges at 1.50% per day (see clause 2.5 and 3.2)				
	Loan (this is the initial unpaid balance you owe on the date of this statement)				
	Application Fee	\$25.00			
	Net Advance	\$310.00			
	The above amount is made up of:				
2.1	The full amount the Borrower will owe the Lender, including the net advance fees, and unpaid interest to the Expiry Date is:	\$441.14			
2	Loan Details				
1.2	Terms not otherwise defined in this Credit Agreement have the meaning given to them in the Ger	eral Terms.			
1.1	By accepting this Credit Agreement the Borrower agrees to be bound by the terms of this agreement and the general terms and conditions 09/16 (the "General Terms").				

2.3	Repayment				
	The Loan shall be repaid in full immediately upon demand by the Lender or, if no demand is made, immediately on the Expiry Date, together with all accrued interest to the date of repayment. If repayment instalments are listed below and the Lender has not made demand, the Loan and applicable interest shall be paid on the relevant instalment date.				
	The current r interest and t	The current repayment schedule (if repayment of the Loan is not demanded earlier by the Lender), including interest and the frequency of the required interest payments, as at the date of this Credit Agreement is as follows:			
	Payment	Due Date	Amount		
	1	23 Nov 2016	\$147.04		
	2	30 Nov 2016	\$147.04		
	3	7 Dec 2016	\$147.06		
	Total Amou	int:	\$441.14		
	All Loan repayments must be made by direct debit. The Lender will set up the direct debit arrangements with the Borrower's Bank. If the Borrower makes an early repayment the interest amount and debit fees will be reduced accordingly. There is no penalty for early repayment.				
2.4	Borrower's	Bank Account details			
2.5	Interest Ra	te and Method of Calculation			
	amount of the	% per day . The annual interest rate is 543 a unpaid balance at the end of each day of	7.50% per annum. Interest is calculated by multiplying the the credit limit under this Credit Agreement by the daily		
		for the relevant number of days, and accr erest is to be paid on the dates set out in c	ues in accordance with the General Terms. The relevant		
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#### 4 Continuing Disclosure

4.1	The statements of your account will be available on our website The Borrower consents to the	э
	Lender making any type of disclosure by electronic means, including by email or by reference to a page on the Lender's website. The Lender consents to receiving notices or other communications from the Borrower in	
	electronic form.	

#### 5 What Could Happen if you fail to meet your Commitments and Security Interest

- 5.1 The Lender will charge default fees of \$60.00 for every missed payment and interest will be payable and will continue to be capitalised under clause 3.2.
- 5.2 The Lender will approach your Employer to make a wage deduction from you next payrun unless you advise your employer in writing that you do not consent to a wage deduction. Please refer to clause 6 of the General Terms for further information.
- 5.3 The Lender may issue Court Proceedings which will result in the Borrower incurring the \$500.00 Court Fee.
- 5.4 The Lender will register defaults against your name with Veda and other collection houses or agency.
- 5.5 The Lender will exercise its rights and remedies under this Credit Agreement.

#### 6 What to do if you Suffer Unforeseen Hardship

- 6.1 If you are unable reasonably to keep up your payment 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 Lender for a hardship variation.
- 6.2 To apply for a hardship variation, you need to:
  - a) make an application in writing;
  - b) explain your reason(s) for the application; and
  - c) request one of the following:
    - i. an extension of the term of this Credit Agreement (which will reduce the amount of each payment due under this Credit Agreement); or
    - ii. a postponement of the dates on which payments are due under this Credit Agreement (specify the period for which you want this to apply); or
    - iii. both of the above; and

d) give the application to the Lender.

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

#### 7 Dispute Resolution

7.1 Name of Dispute Resolution Scheme: Financial Services Complaints Limited

You are free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the Lender.

7.2 Contact details for dispute resolution scheme:

Phone: 0800 347 257 (freephone) or (04) 472 3725

Website: http://www.fscl.org.nz/

Business address: Level 4, 101 Lambton Quay, Wellington

## 8 Registration on Financial Service Provider

8.1	Lender registration name:	
8.2	Registration number:	

# 9 Right to Cancel

You are entitled to cancel the consumer credit contract by giving notice to the Lender. The Lender accepts your right to cancel even if the term of the Loan is less than 2 months. Time limits for cancellation 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. Saturdays, Sundays, and national public holidays are not counted as working days. How to cancel To cancel, you must give the Lender written notice that you intend to cancel the contract by- giving notice to the Lender or an employee or agent of the Lender; or posting the notice to the Lender or an agent of the Lender; or · emailing the notice to the Lender's email address (if specified on the front of this disclosure statement); or sending the notice to the Lender's fax number (if specified on the front of this disclosure statement). What you may have to pay if you cancel If you cancel the contract, the Lender can charge you (a) the amount of any reasonable expenses the Lender 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 Loan until the day you repay the Loan .

I hereby confirm that I have read and understood the terms of this Credit Agreement, the General Terms and agree to be bound by this Credit Agreement and the General Terms.

Date:

16 November 201

Signed by:



# **Privacy Waiver**

To Whom It May Concern:

I understand that requires personal information about me in order to consider my lending application and to administer and recover any loan makes to me.

I authorise all persons, companies and entities to provide about me, upon request from Can you please deliver to any personal information about me that requests. This authorisation extends to details of my employment and income details.

Dated this 16 day of November 201

Signed by:

\_\_\_\_\_

#### **GENERAL TERMS AND CONDITIONS (09/16)**

# Parties:

	(Borrower) LIMITED (Lender)			
	Interpretation			
.1	The following terms form part of the Credit Agreement between the Borrower and the Lender.			
	Definitions: terms used in these terms and any associated Credit Agreement have the following meanings:			
	"Business Day" means a day that the Lender's bank is open for the Lender's business;			
	"Credit Agreement" means the credit agreement between the Borrower and the Lender pursuant to which the Lender agrees to make a loan available to the Borrower.			
	"Expiry Date" means the date specified as such in the Credit Agreement.			
	"Interest Rate" means the daily interest rate stipulated in the Credit Agreement for the relevant time.			
	"Lender" means and any assignee referred to in clause 9.2			
	"Loan" means the principal amount of the loan made available by the Lender to the Borrower under the Credit Agreement and these terms together with any unpaid interest that is capitalised under clause 5.2.			
	"Transaction Document" means the Credit Agreement, these terms and any other document to whic the Borrower and the Lender are a party.			

#### 1.2 Interpretation:

**Person**: A reference to a "person" includes an individual, company, body corporate, association of persons (whether corporate or not), trust, state or agency of a state or other entity, in each case whether or not having separate legal personality.

Headings: Headings are to be ignored in construing these terms.

**Parties**: References to parties are references to parties to the Credit Agreement, and include reference to their successors and permitted transferees and assignees.

Clauses: References to clauses are references to such as they appear in these terms.

Examples: No example or instance shall limit whatever else may be included.

Money: References to money are to New Zealand currency.

**Legislation**: References to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. If the Borrower wishes to read any legislation referred to the Borrower can view it at http://www.legislation.govt.nz/.

"upon demand" means upon demand in writing signed by the Lender or made electronically by the Lender, or on behalf of the Lender by any officer, employee, solicitor or agent of the Lender.

**Business Day Convention:** Where any date which is specified in, or determined pursuant to the terms, would otherwise fall on a day that is not a Business Day, that date will be adjusted so that it will be the first following day that is a Business Day, unless that day falls in the next calendar month, in which case that date will be adjusted so that it will be the first preceding day that is a Business Day.

#### 2 LOAN

2.1 **Loan Amount:** If the Lender accepts the Borrower's application, the Lender may approve only part of any Loan requested by the Borrower and may, in the Lender's absolute discretion, credit any such lesser amount to the account of the Borrower as the Lender may determine.

#### 3 REPAYMENT AND CANCELLATION

- 3.1 **Repayment:** The Loan together with accrued and unpaid interest and any other amounts outstanding to the Lender (including fees) shall be due and payable upon demand by the Lender, or in the absence of demand, on each date specified for a repayment instalment in the Credit Agreement (if applicable and in the amounts specified in the Credit Agreement) and, if not already paid, on the Expiry Date. All payments are to be free of any deduction.
- 3.2 **Cancellation and Prepayment:** The Borrower may within 2 Business Days of drawing down the Loan, cancel the Loan and immediately repay the Loan together with all accrued interest without penalty or premium.

#### 4 INTEREST RATE AND CANCELLATION

4.1 **Payment**: The Borrower shall pay interest on the Loan at the Interest Rate (subject to clause 5.2). Such interest shall be calculated daily on the unpaid balance at the end of each day (and upon the basis of a 365 day year) from (and including) the date upon which the Loan is made or from (and including) the date the relevant amount became outstanding, to (and including) the date upon which it is repaid. Interest shall be paid on each date specified for a repayment instalment in the Credit Agreement (if any) and on the date the Loan is repaid under clause 3.1 or 3.2.

#### 5 OVERDUE PAYMENTS

- 5.1 **Ordinary Rate**: The Borrower shall pay interest at the Interest Rate upon all amounts payable under any Transaction Document or in respect of the Loan, but which are unpaid. Such interest accrues daily both before and after judgment.
- 5.2 **Capitalisation of Unpaid Interest**: If the Borrower fails to make any payment due under clause 3 or 4 on the required date, or fails to make any other payment under any Transaction Document or in respect of the Loan on the date required by the Lender, then the unpaid amount(s) shall be added to and form part of the Loan and be capitalised on each day the failure continues. Any such capitalised amount(s) will bear interest at the Interest Rate. The Credit Agreement permits the Borrower to prepay the capitalised amount at any time and without penalty.

# 6 AUTHORITY TO DEDUCT

- 6.1 **Salary and wage deduction:** The Borrower agrees that, if the Borrower has not paid any amount owing to the Lender when due, the Lender may deduct that amount directly from the salary or wages of the Borrower and consents to the Lender contacting the employer of the Borrower to effect such deduction. The Borrower's attention is drawn to section 5 (2) of the Wages Protection Act 1983 which allows the Borrower to withdraw this consent for a deduction from wages or salary. To withdraw the consent the Borrower must give written notice to the Borrower's employer.
- 6.2 **Direct Debit**: The Borrower agrees that the Lender may debit by way of a direct debit from any account or accounts that the Borrower holds with any bank or other financial institution, the amount due under the Loan together with all other amounts due from the Borrower to the Lender.

#### 7 FURTHER ASSURANCES

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7.1 The Borrower shall if and when requested by the Lender and at the cost of the Borrower execute all such agreements, assurances and other documents and do all such acts and things as the Lender may require if the Borrower has failed to do something it has agreed (in writing) with the Lender to do. This includes arranging or amending any direct debit authority and doing any other thing the Lender may require to facilitate the deduction of any amounts due from salary or wages of the Borrower as described in clause 6.1 (but subject to the Borrower not withdrawing consent for the deduction from salary or wages).

#### 8 NOTICES

8.1 Any notice given by the Lender under these terms shall be deemed to be validly given and served if done so by SMS text message, email or post, in each case to the address or number provided in the Credit Agreement or any other Transaction Document or if given and served in accordance with any other method recognised by law.

#### 9 ASSIGNMENT AND DISCLOSURE

- 9.1 The Borrower may not assign or otherwise transfer or grant an encumbrance over all or any of its rights, benefits and obligations hereunder or under the Credit Agreement, any Security or any other agreement to which the Lender and Borrower are a party.
- 9.2 Any reference in these terms, the Credit Agreement to "the Lender" shall be construed to include a reference to the Lender and the assignees and transferees of all or any of the Lender's rights and obligations hereunder or thereunder.
- 9.3 The Lender may disclose to a potential assignee, transferee or any other third party as the Lender may determine is necessary or desirable in connection with the administration, operation or enforcement of the Loan or any associated rights, such information about the Borrower as the Lender shall consider appropriate.

#### 10 GOVERNING LAW

10.1 These terms are governed by and shall be construed in accordance with the laws of New Zealand. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the courts of New Zealand.

## 11 REMEDIES AND WAIVERS

- 11.1 If the Borrower fails to comply with the Credit Agreement, these terms or any other Transaction Document the Lender may:
  - (a) Declare the Loan and all unpaid interest and other amounts owed to the Lender to be due and payable (but without prejudice to the on demand nature of the Loan); and
  - (b) Exercise any right or remedy it has under the Credit Agreement, these terms or any other Transaction Document.
- 11.2 Time shall be of the essence of these terms but no failure to exercise, and no delay in exercising, any right or remedy of the Lender under these terms, the Credit Agreement or any other Transaction Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other nor further exercise thereof or the exercise of any other right or remedy. No waiver by the Lender of any default, right or remedy under these terms, the Credit Agreement or any other Transaction Document shall be effective unless it is in writing signed by the Lender.
- 11.3 The Lender and Borrower shall not be in breach of the Credit Agreement or these terms if there are circumstances beyond the Lender's control, such as the failure of the Lender's bank to process a payment or a natural disaster occurs.

#### 12 COSTS AND ACCOUNTS

12.1

Costs: The Borrower will pay all fees, costs and expenses incurred by the Lender in connection with:

- (a) these terms or the Credit Agreement;
- (b) the exercise or attempted exercise by the Lender of any of its powers or rights under these terms, or the Credit Agreement; and
- (c) any non-compliance of the Borrower with any obligation it has with the Lender.
- 12.2 Statements: A statement signed by the Lender's representative will, in the absence of obvious error, be conclusive evidence against the Borrower of the amount of any money owing and of any other matter set out in the statement.

## 13 PRIVACY

The Lender collects, holds, and uses information related to the Borrower's commercial and consumer 13.1 creditworthiness from Dun & Bradstreet (w: www.dnb.co.nz/ e: dnbnz@dnb.co.nz t: 0800 733 707), a credit reporting body, and we may also obtain the relevant information from other credit reporting bodies, for all purposes permitted by law in connection with the Lender's business. The Lender also discloses information to them. This activity is conducted for the purpose of assessing the Borrower's credit capacity, eligibility or history in connection with an application for a loan, collecting payments from the Borrower and managing the credit relationship between the Borrower and Lender. Creditworthiness information includes information that is both positive (like payment information) and negative (like defaults or serious credit infringements that the Lender may disclose to credit reporting bodies if the Borrower fails to make the relevant payments to the Lender. The Lender's privacy policy and the credit reporting body's privacy policy (see the websites) have more information on how the Lender and the credit reporting body manage personal information, including creditworthiness information. The policies also include how the Borrower may access, correct and make complaints about personal information, request that the personal information is not used for credit pre-screening, and request a ban on use of credit information where the Borrower has been a victim of fraud.

# Statement of Account

LOAN NUMBER CUSTOMER NUMBER DATED

27/02/2017

Date	Description	Amount	Bal	ance
2016-12-07 14:12	Established		\$25.00	\$25.00
2016-12-07 14:12	<b>Opening Balance</b>		\$400.00	\$425.00
2016-12-07 18:00	Interest		\$6.38	\$431.38
2016-12-08 18:00	Interest		\$6.47	\$437.85
2016-12-09 18:00	Interest		\$6.57	\$444.42
2016-12-10 18:00	Interest		\$6.67	\$451.09
2016-12-11 18:00	Interest		\$6.77	\$457.86
2016-12-12 18:00	Interest		\$6.87	\$464.73
2016-12-13 18:00	Interest		\$6.97	\$471.70
2016-12-13 23:00	Direct Debit		\$10.00	\$481.70
2016-12-14 01:04	Installment		-\$147.86	\$333.84
2016-12-14 18:00	Interest		\$5.01	\$338.85
2016-12-15 12:02	Defaulted Fee		\$60.00	\$398.85
2016-12-15 12:02	Bank Dishonour		\$147.86	\$546.71
2016-12-15 13:34	Manual Interest		\$147.06	\$693.77
2016-12-15 18:00	Interest		\$10.41	\$704.18
2016-12-16 18:00	Interest		\$10.56	\$714.74
2016-12-17 18:00	Interest		\$10.72	\$725.46
2016-12-18 18:00	Interest		\$10.88	\$736.34
2016-12-19 18:00	Interest		\$11.05	\$747.39
2016-12-20 18:00	Interest		\$11.21	\$758.60
2016-12-21 12:00	Defaulted Fee		\$60.00	\$818.60
2016-12-21 18:00	Interest		\$12.28	\$830.88
2016-12-22 18:00	Interest		\$12.46	\$843.34
2016-12-23 18:00	Interest		\$12.65	\$855.99
2016-12-24 18:00	Interest		\$12.84	\$868.83
2016-12-25 18:00	Interest		\$13.03	\$881.86
2016-12-26 18:00	Interest		\$13.23	\$895.09
2016-12-27 18:00	Interest		\$13.43	\$908.52
2016-12-28 18:00	Interest		\$13.63	\$922.15
2016-12-29 12:00	Defaulted Fee		\$60.00	\$982.15
2016-12-29 18:00	Interest		\$14.73	\$996.88
2016-12-30 18:00	Interest		\$14.95	\$1,011.83
2016-12-31 18:00	Interest		\$15.18	\$1,027.01
2017-01-01 18:00	Interest		\$15.41	\$1,042.42
2017-01-02 18:00	Interest		\$15.64	\$1,058.06
2017-01-03 18:00	Interest		\$15.87	\$1,073.93
2017-01-04 18:00	Interest		\$16.11	\$1,090.04
2017-01-05 12:00	Defaulted Fee		\$60.00	\$1,150.04
2017-01-05 18:00	Interest		\$17.25	\$1,167.29

2017-01-06 10:59
2017-01-06 10:59
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2017-02-09 12:00 2017-02-09 14:27
2017-02-09 14:32
2017-02-09 14:32
2017-02-09 18:00
2017-02-10 18:00

	Default Fee Waived	-\$60.00	\$1,107.29
	Wage Deduction Authority	\$60.00	\$1,167.29
6	Interest	\$17.51	\$1,184.80
h	Interest	\$17.77	\$1,202.57
	Interest	\$18.04	\$1,220.61
	Interest	\$18.31	\$1,238.92
6	Interest	\$18.58	\$1,257.50
	Rescheduled	\$0.00	\$1,257.50
	Manual payment	-\$140.21	\$1,117.29
Q# <sup>11</sup>	Manual payment fee	\$10.00	\$1,127.29
1.1	Interest	\$16.91	\$1,144.20
	Interest	\$17.16	\$1,161.36
	Interest	\$17.42	\$1,178.78
	Interest	\$17.68	\$1,196.46
9	Interest	\$17,95	\$1,214.41
È.	Interest	\$18.22	\$1,232.63
	Interest	\$18.49	\$1,251.12
	Interest	\$16.81	\$1,267.93
	Manual Payment	-\$140.21	\$1,127.72
	Manual payment fee	\$10.00	\$1,137.72
i, i	Interest	\$17.07	\$1,154.79
	Interest	\$17.32	\$1,172.11
ġ I	Interest	\$17,58	\$1,189.69
	Interest	\$17.85	\$1,207.54
	Interest	\$18,11	\$1,225.65
È L	Interest	\$18.38	\$1,244.03
È i l'	Manual Payment	-\$140.21	\$1,103.82
	Interest	\$16.71	\$1,120.53
	Interest	\$16.96	\$1,137.49
	Interest	\$17.21	\$1,154.70
81.	Interest	\$17.47	\$1,172.17
	Interest	\$17.73	\$1,189.90
6.1	Interest	\$18.00	\$1,207.90
6.1	Interest	\$18.27	\$1,226.17
	Manual Payment	-\$140.21	\$1,085.96
	Manual payment fee	\$10.00	\$1,095.96
ñ	Interest	\$16.59	\$1,112.55
2	Interest	\$16.84	\$1,129.39
È.	Interest	\$17.09	\$1,146.48
ġ.	Interest	\$17.35	\$1,163.83
e i	Interest	\$17.61	\$1,181.44
6 N 1	Interest	\$17.87	\$1,199.31
6 I.I	Interest	\$18.14	\$1,217.45
h	Interest	\$16.46	\$1,233.91
ni I	WDA Failed	\$0.00	\$1,233.91
11	Rescheduled	\$0.00	\$1,233.91
1	Manual Payment	-\$140.21	\$1,093.70
6.1	Manual payment fee	\$10.00	\$1,103.70
	Interest	\$16.56	\$1,120.26
	Interest	\$16.80	\$1,137.06

2017-02-11 18:00	Interest	\$17.06	\$1,154.12
2017-02-12 18:00	Interest	\$17.31	\$1,171.43
2017-02-13 18:00	Interest	\$17.57	\$1,189.00
2017-02-14 18:00	Interest	\$17.84	\$1,206.84
2017-02-15 08:14	Manual Payment	-\$140.21	\$1,066.63
2017-02-15 18:00	Interest	\$16.15	\$1,082.78
2017-02-16 18:00	Interest	\$16.39	\$1,099.17
2017-02-17 18:00	Interest	\$16.64	\$1,115.81
2017-02-18 18:00	Interest	\$16.89	\$1,132.70
2017-02-19 18:00	Interest	\$17.14	\$1,149.84
2017-02-20 18:00	Interest	\$0.81	\$1,150.65
2017-02-21 18:00	Interest	\$0.81	\$1,151.46
2017-02-22 18:00	Interest	\$0.72	\$1,152.18
2017-02-23 12:00	WDA Failed	\$0.00	\$1,152.18
2017-02-23 16:10	Rescheduled	\$0.00	\$1,152.18
2017-02-23 18:00	Interest	\$17.28	\$1,169.46
2017-02-24 18:00	Interest	\$0.82	\$1,170.28
2017-02-24 18:01	Loan is capped	\$0.00	\$1,170.28
2017-02-25 18:00	Interest	\$0.82	\$1,171.10
2017-02-26 18:00	Interest	\$0.82	\$1,171.92