

FIXED INTEREST TERM LOAN AGREEMENTConsumer Credit Contract – Acc Code: [code]
[LoanApplicationType_Description]

AGREEMENT DATED the

day of

20

**PARTIES:**A. ASSET FINANCE LIMITED of 38 Richardson Street, Whakatane ("**Lender**")

B. BORROWER

NAME

ADDRESS

[Table_Borrower]

("**Borrower**")

C. GUARANTOR

NAME

ADDRESS

[Table_Guarantor]

("**Guarantor**")**AGREEMENT:**

The Lender, at the request of the Borrower and Guarantor, has agreed to advance a loan to the Borrower on the terms and conditions set out herein and in the General Terms and Conditions For Fixed Interest Term Loan Agreements ("**Terms and Conditions**") provided by the Lender to the Borrower.

LOAN SCHEDULE**LOAN DETAILS:**

Principal Loan: \$[Initial_Unpaid_Balance]

Availability: In one sum on the Commencement Date.

Interest Rate: [Interest_Rate]% per annum - fixed for the term of the Loan.

Default Rate: A margin of [UpLift_Rate]% per annum over the Interest Rate

Commencement Date: [Start_Date]

Repayment Date: [Repayment_Date]

PAYMENTS REQUIRED:

Subject to clause 3.3 of the Terms and Conditions principal and interest are to be paid at the Interest Rate on the Loan by: [**Payment_summary**].

The amount of the Loan outstanding shall be repaid in full on the Repayment Date in accordance with clause 4 of the Terms and Conditions.

SECURITY DOCUMENTS:*New Security Documents*

[Table_SecurityDocument]

All other existing and future security at any time granted by the Borrower, Guarantor or third party as security for the payment of the Moneys Owed and the performance of the obligations under this Agreement and the Security Documents

Existing Security Documents

[Table_ExistingSecurityDocument]

DEFINITIONS:

The meanings of any words or expressions in this Agreement that are not defined within this document have the meaning set out in the Terms and Conditions.



FIXED INTEREST TERM LOAN AGREEMENT

Consumer Credit Contract – Acc Code: [code]
 [LoanApplicationType_Description]

**ACKNOWLEDGMENT:**

By executing this Agreement below, the Borrower and Guarantor each acknowledge receipt of a copy of this Agreement (including the Terms and Conditions) and each Security Document and certify that they have received disclosure of such documents and their contents under sections 17 and 25 of the Credit Contracts and Consumer Finance Act 2003.

PRIVACY WAIVER:**I/We:****NAME****ADDRESS**

[Table_Borrower1]

[Table_Guarantor1]

Understand that Asset Finance Limited are asking me for personal information about me so as to use that information to obtain further information about me from third parties. I understand that the information Asset Finance, their employees or agents ("Asset") obtain will be used for the purpose of:

1. Assisting Asset in making a decision on whether or not to provide me with credit; and
2. Enforcement of my contract if I default in my obligations to Asset.

Such information may consist of (but is not limited to) details of my assets, liabilities, income, employment, credit history, address details and contact information. The third parties that Asset may query include:

1. Any trading bank, finance company, credit union or other financial institution;
2. Any credit reporting service or agency (including but not limited to Veda Advantage);
3. Any government agency (including but not limited to LTSA, LINZ, PPSR, IRD, WINZ);
4. Other third parties as required by Asset Finance for the purpose stated above;

I understand that:

1. This authorisation compels any third party to give Asset the information they request about me;
2. Neither Asset nor any third party needs to contact me before the third party furnishes the information Asset requests;
3. If I default in my obligations to Asset, information about that default may be given to third parties (e.g. a credit reporting agency);
4. The third parties Asset gives my information to may retain that information and use it to provide their own service.
 - a. The Privacy Act 1993 restricts the parties to whom Asset or any third party may divulge my personal information;
 - b. In providing a service, a third party (e.g. a credit reporting agency) may disclose information Asset has given to them about me to their own customers.
5. Asset may use my details to provide me with information about our promotions & products.

I authorise all persons, organisations, companies, government agencies and other entities to provide Asset with any information they reasonably request. I retain the right to cancel this authorisation at any time in full or part by giving signed notice to Asset, provided however that I no longer have any contractual obligations to Asset.

SPECIAL TERMS AND CONDITIONS:



FIXED INTEREST TERM LOAN AGREEMENT

Consumer Credit Contract – Acc Code: [code]
[LoanApplicationType_Description]



EXECUTED as an agreement.

BORROWER SIGN HERE	Signature of Borrower : Sign here as Borrower if you are an individual , or trustee for a trust. <i>If you are signing as Director on behalf of a company, see below.</i>	WITNESS SIGN HERE	Signed by the Borrower in my presence Signature of Witness : Witness name: Occupation: Address:

WARNING: It is recommended that all parties to this agreement seek legal advice before completing and signing this document, and that any party signing as Guarantor should seek such advice independently of the Borrower.

GUARANTOR SIGN HERE	Signature of Guarantor : Sign here as Guarantor if you are an individual , or trustee for a trust. <i>If you are signing as Director on behalf of a company, see below.</i>	WITNESS SIGN HERE	Signed by the Guarantor in my presence Signature of Witness : Witness name: Occupation: Address:

SIGN THIS BOX AS GUARANTOR IF YOU ARE SIGNING AS DIRECTOR ON BEHALF OF A COMPANY			
GUARANTOR Company Director SIGN HERE	Signature of Director(s) : Full name of Director: Full name of Director:	WITNESS SIGN HERE	Signed by the Guarantor in my presence Signature of Witness : Witness name: Occupation: Address:

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

Statement Date: / / 20 

IMPORTANT – This document sets out 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 below for further details). Note that strict time limits apply.

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

You may send notices to the creditor by: <ul style="list-style-type: none"> Writing to the creditor at the creditor's postal address; or Otherwise as permitted by clause 14 of the Terms and Conditions 	Name: Asset Finance Limited Physical Address: 38 Richardson St, Whakatane Postal Address: PO Box 497, Whakatane 3158 Fax: 07 306 0274 Email: help@assetfinance.co.nz
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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).

\$(Initial_unpaid_balance)
made up of:

1. Payment of loan proceeds:

- | | |
|--|---------------|
| a) Paid to Borrower or third party at instruction of Borrower | \$[ITEM_csh1] |
| b) Amount used to settle/refinance existing Asset Finance loan | \$[ITEM_csh2] |

2. Fees paid to third parties:

- | | |
|---|-----------------|
| a) Collateral/security checks & search fees | \$[ITEM_secchk] |
| b) Credit check fees | \$[ITEM_crdchk] |
| c) Security registration & legal fees | \$[ITEM_secseg] |

3. Asset Finance setup fees:

- | | |
|---|----------------------------|
| a) Establishment fee (\$[ITEM_efee] less rebate of \$[ITEM_feereb]) | \$[SUBTOTAL_NET_ESTAB_FEE] |
|---|----------------------------|

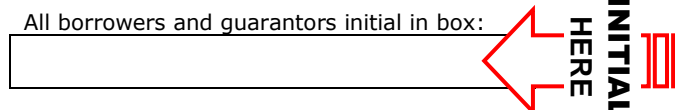
4. Fees for optional services:

- | | |
|----------------------------|-----------------|
| a) Payment Protection Plan | \$[ITEM_pppfee] |
|----------------------------|-----------------|

PAYMENTS You are required to make each payment of the amount specified and by the time specified.

Timing of Payments	Number of payments	Amount of each payment	Total amount of payments
[TABLE_PaymentSummary]			

COMBINED TOTAL AMOUNT OF ALL PAYMENTS \$[Total_Due_Amount]



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



INTEREST

Annual interest rate(s) [Interest_Rate]% fixed for the whole term of the contract, being [Installment_count] [Installment_Frequency] Instalments.	Total interest charges This is the total amount of the interest charges payable under the contract. [\$[Interest_Total]]
Method of charging interest Interest charges are calculated and charged at the end of each [Installment_Frequency_Singular] by multiplying the average unpaid daily balance for the preceding [Installment_Frequency_Singular] by a [Installment_Frequency] interest rate. The [Installment_Frequency] interest rate is calculated by dividing the annual interest rate by the number of instalments per year.	

CREDIT FEES AND CHARGES

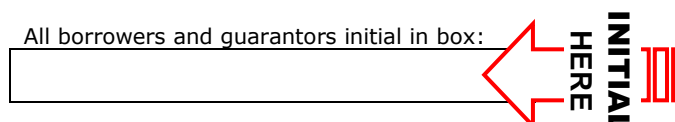
<p>The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Your credit contract may allow the creditor to vary these fees and charges.</p> <ul style="list-style-type: none"> A maintenance fee \$[maintenance_fee_per_installment] per [Installment_Frequency_Singular] is payable on the due date of each payment. Your payments shown above include this fee. Fees & charges payable on full prepayment are disclosed under the "FULL PREPAYMENT" heading. Fees and charges payable on default are disclosed under the "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS" heading (sub heading: Default interest charges and default fees). Fees and charges payable for any amendment or variation to the contract including an additional advance or payment holiday. <p>Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.</p>
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CONTINUING DISCLOSURE

<p>Statements will be created every 6 months on the anniversary of your loan start date. The statements will give you information about the charges and payments on your account. Unless otherwise requested, statements will be delivered by email or post to the last known address of the primary borrower.</p>
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WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Interest This is secured credit. If you fail to meet your commitments under the contract, the creditor may be entitled to repossess and sell this property.
Description of security interest(s):
[Table_SecurityDocument]
[Table_ExistingSecurityDocument]
<p>All other existing and future security at any time granted by the Borrower, Guarantor or third party as security for the payment of the Moneys Owed and the performance of the obligations under this Agreement and the Security Documents</p> <p>All security interests cover all obligations, unless otherwise specified in the security agreement. If we have to sell the security and it does not repay the loan, you remain liable for the outstanding amount.</p>



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



WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS (continued from previous page)

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

Default interest is calculated from the time you fail to make a due payment until the arrears are paid. Default interest charges are calculated by multiplying the amount in arrears at the end of the day by a 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 the account on the due date of each payment.

The annual default interest rate is [UpLift_Rate]% per annum over the Interest Rate.

Default Fees

If you default under this contract (including a default in payment) you will become liable for all costs, charges and expenses provided for in clause 19 of the Terms and Conditions, including, but not limited to, the Lender's own internal costs of administering the default (such as having to send arrears letters and notices and instruct solicitors) and all legal fees and disbursements calculated on a solicitor and own client basis incurred by the Lender in connection with the enforcement of the contract and the security documents

Default fees become payable on the day the letter is generated, or on the day the service relating to the default fee was rendered or invoiced to the creditor. Charges incurred as a result of a default which are invoiced to the creditor by a third party are passed on to your account at the invoiced amount.

Outline of fees as at the date of this statement:

▪ Standard overdue notice	\$13.00
▪ Reversed payment letter	\$15.00
▪ Pre-possession notice	\$26.00
▪ Post-possession notice	\$27.00
▪ Letter of demand	\$30.00
▪ Standard repossession charge	\$190.00 (<i>passed on at cost, actual cost can vary</i>)

FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (**full prepayment**), you will be required to pay a fee or charge to compensate the creditor for the loss (if any) resulting from the full prepayment. While the creditor has opted not to use the formula prescribed by the Credit Contracts and Consumer Finance Regulations 2004 to calculate the charge, the charge is only intended to compensate the creditor for the loss they incur as a result of full repayment.

See below for a description and formula showing how this fee is calculated.

You may also be required to pay an account closure administration fee being a charge equal to the creditor's average monthly administration cost arising from full prepayments, as well as the actual costs the creditor incurs in releasing security interests relating to the credit contract. As at the date this statement, these fees were:

▪ Account closure administration fee	\$17.00
▪ Discharge of caveat	\$130.00
▪ Discharge of mortgage	\$180.00

The amount of any fee or charge specified above in this disclosure statement is subject to change, and the amount that will be charged will be the creditor's standard fee or charge at the time that particular fee or charge is imposed.

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



FULL PREPAYMENT (CONTINUED...)

Fee to compensate the creditor for the loss resulting from full prepayment

The amount you will have to pay to compensate the creditor for the loss (if any) is determined by calculating the difference between the interest rate on your credit contract, and the interest rate the lender would earn if they put the money from the full prepayment on term deposit with their trading bank for the number of days it takes to re-lend the money (or the remaining duration of your account if that would be a lesser period).

The loss calculation is represented by the following formula.

Where:

u	Unpaid future balance at time of full prepayment
t	Average time taken to re-lend that money (38 days as at the date of this statement), calculated periodically by the creditor, or remaining term of contract (whichever is the lesser period of time).
cin	Interest rate on credit contract
bin	Interest rate bank would give the lender if it were to put amount u on term deposit for time t

Formula: $\left[\left(\frac{cin - bin}{100} \right) \times u \right] \div 365 \times t$

Example: The amount of \$5,000 (u) is prepaid on a contract with an interest rate of 22% p.a (cin). The remaining time is 180 days, but the creditors' calculation of the days it will take to re-lend the money is 44 days (t). The interest rate the lender can achieve for a 180 day term deposit is 7% p.a. (bin).

So, given: u =5000, t =44, cin =22, bin =7, **the fee to compensate the creditors loss is:**

$$\left[\left(\frac{22 - 7}{100} \right) \times 5000 \right] \div 365 \times 44 = \$90.41$$

RIGHT TO CANCEL

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

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 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)
- Sending the notice to the creditors 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 creditor can charge you –

- interest for the period from the day you received the advance until the day you repay the advance; and
- 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)

WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP

If you are unable 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:
 - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
 - both of the above; and
- d) give the application to the creditor

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 & Savings Ombudsman (ISO)**

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 dispute resolution scheme:

Phone	0800 888 202
Website	http://www.iombudsman.org.nz/
Business address	Level 11, 15-17 Murphy Street, Wellington 6011

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: **Asset Finance Limited**

Registration Number: **FSP3501**

END OF DISCLOSURE STATEMENT

NEXT PAGE (PAGE 9) IS AN AUTOMATIC PAYMENT FORM FOR YOU TO TAKE TO YOUR BANK

AUTHORITY FOR AUTOMATIC PAYMENTS

Not to operate as an assignment or an agreement



YOU need to take this to YOUR BANK

Your Bank will load it against your account so regular payments are made to Asset Finance

Payer Details To the manager

Name of Bank

Branch

Name of Account

Important – Please Tick

☐ This is a new authority, or

☐ As from / / (first payment date), this authority replaces existing authorities for \$ in favour of the same payee.

Account Details

On behalf of (name if other than payer)

Bank/Branch/Account Number/Suffix

Details to appear on my/our Bank statement:

Particulars (max 12 characters)

Code (max 12 characters)

Reference (max 12 characters)

Frequency & Amount

First payment date

..... / /

Last payment date

..... / /

OR

Until further notice (tick)

☐

Frequency: ☐ Weekly ☐ Fortnightly ☐ Four Weekly ☐ Monthly OR Specify other period

Fixed Amount \$

Amount in words

Payee Details

Pay to the credit of: Name of Bank: ANZ Bank New Zealand

Branch: Whakatane West, The Strand, Whakatane

Name of account Asset Finance Limited

Bank/Branch/Account Number/Suffix

Details to appear on my/our Bank statement:

Particulars (max 12 characters)

Code (max 12 characters)

Reference (max 12 characters)

Conditions

- The Bank will use reasonable care and skill to give effect to the directions given to it in this authority
- Where the directions given in this authority have been given by me/us for the purpose of a business, the Bank accepts those directions without any responsibility or liability for any refusal or omission to make all or any of the payments or for late payment or for any omission to following such directions.
- The Bank accepts no responsibility or liability for the accuracy of the information contained in the payment information fields on this authority.
- I/We undertake to advise the Bank immediately of any information about payments shown on bank statements which is incorrect.
- This authority is subject to any arrangement now or hereafter subsisting between myself/ourselves and the Bank in relation to my/our account
- The Bank may in its absolute discretion conclusively determine the order or priority of payment by it of any monies pursuant to this or any other authority or cheque which I/We may now or hereafter give to the Bank or draw on my/our account.
- The Bank may in its absolute discretion refuse to make any one or more payments pursuant to this authority where there are insufficient funds available in my/our account.
- This authority may be terminated or reduced by the Bank or the payee without notice to me/us in respect of the payments detailed above.
- This authority will remain in force and effect in respect of all payments made in good faith notwithstanding my/our death or bankruptcy or any revocation of this authority until notice of my/our death or bankruptcy or other revocation is received by the Bank.
- All current Bank and Government charges for this service in force from time to time are to be debited to my/our account.

Authorisation

- Please make this automatic payment as detailed by debiting my/our account.
- I/We understand and accept that the Bank accepts this authority only on the conditions above.

Name of Account (customer to complete)

Customer's Signature

Contact ph

Date / /

Customer's Signature

Contact ph

Date / /

Bank Use

Date received

/ /

Recorded by

Checked by