

# Vehicle Sales and Finance Limited

Loan  
Contract No.

## DEED BY WAY OF SECURITY

This deed is made on the day and year shown in the schedule below ("the schedule") between the lender (together with its successors and assigns called "the creditor, "the lender" or "we") and the borrower(s) (also referred to as "you") (together with their executors, administrators and successors in title) described in the schedule...

This Loan Agreement includes without limitation the Deed by Way of Security, Memorandum of Terms and Conditions, Disclosure Statement for Consumer Credit Contracts and any other attachments as required from time to time.

### Background

The lender has agreed at the request of the borrower(s) to lend to the borrower(s) the total advance shown in the schedule.

The borrower(s) shown as the owner(s) of the personal property security detailed in the schedule have agreed to grant a security interest in that property to the lender and

The borrower(s) shown as the owner(s) of the land to be mortgaged detailed in the schedule have agreed to grant a mortgage over that land to the lender.

### Obligation

The borrowers (jointly and severally if more than one) acknowledge their indebtedness to the lender for the total advance set out in the schedule and promise to pay that amount and any other amounts due under this deed in the manner set out in the schedule and any variations of it and otherwise promise to comply with the terms and conditions of this contract.

## Schedule

<b>LENDER</b>	<b>Vehicle Sales and Finance Limited</b>	<b>Postal: P.O. Box 208, PARAPARAUMU 5032</b> <b>Physical: 169 Rimu Road, PARAPARAUMU 5032</b> <b>FSPR No.435546</b> <b>FSCL Disputes Resolution Service No.954</b> <b>Registered Motor Trader no.M346212</b>
<b>BORROWER</b>	Full Name	DOB
	Address	Occupation
		Contact No
		DOB
		Occupation
		Contact No
		DOB
		Occupation
		Contact No
		DOB
		Occupation
		Contact No
<b>ADVANCE</b>	THE TOTAL ADVANCE \$ – TO BE MADE UP BY PAYMENTS AS FOLLOWS:	
	(LN) Loan Advance	-
	(LN) Establishment Fee	-
	(LN) Introduction Fee	-
	(LN) Legal & Secty & Regn	-
	(LN) Warranty	-
	Less	-
	(LN) Deposit	-

**INTEREST RATE: 26.9%**

**DEFAULT RATE: 36%**

**DEFAULT FEE: \$25.00**

### **PAYMENTS**

### **DISBUREMENT AUTHORITY**

I/We authorise and request the lender to pay or apply the amount of credit to the recipient(s) or for the purpose(s) set out in the schedule above or in any other document signed by me/us.

### **DATE OF ADVANCE**

### **DATE OF DEED**

<b>PERSONAL PROPERTY - Collateral</b>	<b>A security interest as defined in section 17 of the Personal Property Securities Act 1999 securing payment of all money secured and performance of all the borrower's obligations under this agreement, to the extent of the value of the security interest, in;</b>
	<b>Motor Vehicle(s) or Trailer(s)</b>
	<b>Other Personal Property</b>
	Description: <b>GENERAL SECURITY AGREEMENT OVER ALL PRESENT AND AFTER ACQUIRED ASSETS AND PROPERTY</b>
	Any other land as detailed in the attached Security Schedule A (if used). And otherwise all present and after acquired Personal Property of the borrower(s).
<b>REAL PROPERTY - Land to be mortgaged</b>	<b>A mortgage of land securing payment of all money secured and performance of all the borrower's obligations under this agreement, to the extent of the value of the land, in;</b>
	Any other land as detailed in the attached Security Schedule A (if used).
	Any other land which you the borrower owns or may own in the future
<b>PRIVACY WAIVER</b>	The borrower(s) irrevocably authorise any person, organisation or government agency or department to provide the lender with such information as the lender may request as part of its administration and enforcement of the loan secured under this agreement and further irrevocably authorise the lender to provide to any third party details of the loan including defaults or any associated loan application or any financial dealings that the lender may have with the borrower(s).

**EXECUTED AS A DEED**

<b>DEBTOR'S SIGNATURE</b>	
Signed as Debtor	
_____ Name	_____ Witness Signature
	_____ Witness Name
	_____ Witness Address

# Vehicle Sales & Finance Limited

## Establishment Fee Calculation - Legal and security documentation and registration

Loan contract number:

	<u>No.</u>	<u>\$</u>	<u>Total</u>
Stamp	1	\$1.80	
Printing/Stationery	1	\$1.00	
PPSR Registration	1	\$16.10	
Veda credit check		\$9.72	
PPSR – Search		\$1.02	
Driver Check		\$1.52	
Company credit Check		\$26.22	
Autocheck Plus		\$14.43	
Motochek		\$0.18	
Motochek – Owner History		\$0.23	
No of Disbursements (transactions cost)		\$0.55	
GV		\$2.53	
LINZ		\$4.09	
Landinfonet (caveat registration)		\$160.00	
Quotable Value – E-value		\$34.44	
Post Caveat		\$0.60	
Caveat Form		\$0.81	
Withdrawal of Caveat		\$155.00	
		<b>Total</b>	<u>18.90</u>

Signed by the Borrowers/Co-borrowers:

.....  
.....  
.....  
.....

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

**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 credit contract in a safe place.

This disclosure statement must be provided to you within 5 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 for full details of your right to cancel. **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: Writing to the creditor at its postal address or Delivering to the creditor at its physical address	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Name:</td> <td style="padding: 2px;">Vehicle Sales &amp; Finance Limited</td> </tr> <tr> <td style="padding: 2px;">Address:</td> <td style="padding: 2px;">                     Postal: P.O. Box 208, PARAPARAUMU 5032                      Physical: 169 Rimu Road, PARAPARAUMU 5032                 </td> </tr> </table>	Name:	Vehicle Sales & Finance Limited	Address:	Postal: P.O. Box 208, PARAPARAUMU 5032 Physical: 169 Rimu Road, PARAPARAUMU 5032
Name:	Vehicle Sales & Finance Limited				
Address:	Postal: P.O. Box 208, PARAPARAUMU 5032 Physical: 169 Rimu Road, PARAPARAUMU 5032				

**FULL NAME AND ADDRESS OF BORROWERS**

Full Name     **Debtor**  
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).		
\$ made up of:	(LN) Loan Advance (LN) Establishment Fee (LN) Introduction Fee (LN) Legal & Secty & Regn (LN) Warranty Less (LN) Deposit	- - - - - - -

Total advances This is the total amount of all advances made or to be made to you.	\$
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**PAYMENTS.** You are required to make each payment in the amount specified and at the time specified.

	Total amount of payments \$
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## INTEREST

Annual interest rate:

Total interest charges

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

\$

### 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 at the end of each month.

## 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.

- (i) Additional establishment fee of up to \$600.00 if the initial unpaid balance is increased, extended or rearranged at the Borrowers request.
- (ii) Facility Fee of \$5.00 per week as long as the account balance is in debit.
- (iii) Personal property security preparation and registration fee of \$10.00 including Companies Office registration fee of \$20.00.
- (iv) Mortgage and/or Caveat preparation and registration fee of \$100.00 including LINZ registration fee of \$50.00, agency fee of \$25.00 and a compulsory notice fee of \$10.00. We may choose not to register a mortgage but may choose to register a caveat
- (v) Mortgage and/or Caveat discharge fee of \$75.00. This is the cost of preparing a discharge of any mortgage or caveat taken by the creditor as security for the loan. The creditor must provide the discharge to the borrower when the account balance is paid in full. The \$75.00 includes LINZ charges of \$60.00 and Agency fees of \$15.00
- (vi) Letter fee of \$25.00 is charged to your account any time you request a statement of your account that we are not required to send you.

### Statement of 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 you must give written notice to the creditor.

You must also return to the creditor any advance and any other property received by you under the contract

#### Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 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 7 working days after the electronic communication is sent.

If the disclosure 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 advance until the day you repay the advance.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or 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.

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

### Security interest

The creditor has an interest in the property listed below (and on any attached schedules if used) 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.**

### Personal Property - Collateral

A security interest as defined in section 17 of the Personal Property Securities Act 1999, securing payment of all money secured and performance of all borrower's obligations under this agreement, to the extent of the value of the security interest, in;

### Other Chattels

#### GENERAL SECURITY AGREEMENT OVER ALL PRESENT AND AFTER ACQUIRED ASSETS AND PROPERTY

Any other personal property as detailed in the attached Security Schedule A (if used).

And otherwise in all present and after acquired personal property currently owned or that may be owned in the future by the borrower(s).

### Real Property - Land to be mortgaged

A mortgage of land securing payment of all the money secured and performance of all borrower's obligations under this agreement, to the extent of the value of the land, in;

Any other land as detailed in the attached Security Schedule A (if used).

Any other land which you the borrower(s) own now or may own in the future

### Default Reporting

If you fail to meet your commitments under the contract the creditor may provide information about that default to Veda Advantage and Veda Advantage may give information about the default to other Veda Advantage customers.

## DEFAULT INTEREST CHARGES AND DEFAULT FEES

In the event of any default in payment and while the default continues you must pay the default interest charges. In the event of any breach of the contract or on enforcement of the contract, the default fees specified below are payable.

Default interest is 36% per annum and is charged on the unpaid 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 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. Your credit contract may allow the creditor to vary these fees and charges.

### Default interest charges and fees

- (i) Default interest is 36% per annum, compounded daily at the rate of one 365th of 36% charged on the unpaid balance from the time that you fall into financial

We will also charge to your account:

- (ii) A default payment fee of \$25.00 debited if any scheduled payment made to credit your loan account is made late after the due date, is reversed or is not made or is part made.
- (iii) Letter fee of \$30.00 is charged to your account any time we have to write to you with regard to a missed payment(s) or in relation to any other default you
- (iv) Default time fee if any staff member of ours spends time on the administration of your account when you are in default. 'Administration' in this case includes all work in any way associated with our recovery of the account balance or the amount that you are in default. This may be charged at \$60.00 per hour.

- (v) Travel fee if a staff member of ours, or our agents, finds it necessary to travel to visit you or any other borrower(s) listed in the agreement or otherwise, to attend any meeting or any court or tribunal. Mileage may be charged at the current rate recommended by the Automobile Association.
- (vi) A communication fee of \$5.00 any time we have to telephone, fax, email or text message you with regard to a missed payment(s) or in relation to any other default you commit under this agreement.
- (vii) A fee of \$1.00 per day will apply from the time you fail to make a due payment until the arrears (including all interest at the default rate, default fees and all monies payable by reason of or in relation to such failure to comply) are paid. The daily default fees will be charged to your account on the same day and on the same frequency as the default interest is charged.
- (viii) In the case of enforcement, including Court or Disputes Tribunal proceedings, we will charge your account all court and tribunal costs and actual solicitors fees and disbursements (assessed on a solicitor client basis) and debt collection agency fees and disbursements and the costs and disbursements of valuers, auctioneers, process servers and any agents of the creditor in effecting such enforcement plus any other necessary disbursements as those costs are ascertained.

## 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 OR upon request at the cost shown in the Credit Fees and Charges section above.

## FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you will not be required to pay a fee or charge to compensate the lender for any loss resulting from the full prepayment. You may however have to pay the lender's administrative costs relating to the full prepayment.

If there is a security interest to be discharged, we may charge you for the disbursements involved in that. For registration of a land mortgage discharge, \$75.00 (LINZ \$60.00 and agents \$15.00)

## WHAT TO DO IF YOU SUFFER 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:
  - 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:

FSCL Disputes Resolution Service Registration No. 954

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 347 257 or (04) 472 3725

Website: [www.fscl.org.nz](http://www.fscl.org.nz)

Business address: P O Box 5967, Wellington 6145

**REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER**

Creditor registration name: Vehicle Sales & Finance Limited

Registration number: 435546

# MEMORANDUM OF TERMS AND CONDITIONS

**You the borrower(s) acknowledge the debt to the lender of the initial unpaid balance and agree:**

## Major Terms and Conditions

### Grant of security interest in chattels or other personal property ("Collateral")

1. In exchange for the lender lending you the initial unpaid balance (of which you are acknowledging receipt) you grant to the lender a security interest over any collateral listed in the schedule that you are the owner. That includes a security interest in all your present and after-acquired property.

The security interest is to secure payment to the lender of the money secured and also to secure your performance of all other terms of this agreement. You promise to the lender that there is no security interest in collateral other than that granted by this agreement.

### Agreement to mortgage land

2. I In exchange for the lender lending you the total advance (of which you are acknowledging receipt), you, or such of you, who own the land to be mortgaged in the schedule shall execute in favour of the lender and at the cost of the borrower(s) a registrable mortgage over that land.

Such a mortgage shall be in an all obligations form published by the Auckland District Law Society so as to incorporate memorandum number 2005/4180 or the Society's replacement memorandum or, at the option of the lender, any form to the same or similar effect reasonably required by the lender and the terms of the relevant memorandum shall be incorporated into this agreement and the priority figure for further advances by way of financial accommodation for the purposes of section 92(1) of the Property Law Act 2007 shall be twice the value of the total advances and the total interest charges combined or such other amount as the lender may decide.

The mortgage will secure payment of the money secured and the performance of all other terms of this agreement and the borrower(s) who own the land to be mortgaged hereby charge that land accordingly.

If the land to be mortgaged is subject to any prior mortgage or charge, the borrower(s) who own the land to be mortgaged will in all respects comply with and perform the obligations in that prior mortgage or charge.

3. You agree that the land to be mortgaged shall also include your interest in any other land including land which a borrower may now own or may not yet own and the borrower(s) hereby charge or, as the case may be, will charge such other land accordingly.

### Power of Attorney

4. In exchange for the lender lending you the total advance (of which you are acknowledging receipt), and to enable the lender more effectively to obtain the benefits under this agreement, each borrower jointly and severally irrevocably appoints the lender and any one director or manager of the lender severally to be the attorney of each of you to do anything which the borrowers agree to do and to do anything and to sign any document which the attorney thinks desirable to ensure the lender is paid the money secured and otherwise to protect the interests of the lender under this agreement.

Without in any way limiting the generality of the power, the attorney may execute any document for the purposes of (a) the grant and registration of any interest (including a mortgage) under the Land Transfer Act 1952 (including a mortgage of land in which any borrower has no interest at the date of this deed) or (b) creating a security interest under the PPSA or causing one to attach.

The attorney may transfer ownership of, or take, or transfer possession of, negotiable instruments, of chattel paper, of negotiable documents of title and of investment securities and the attorney may request and obtain from any share registry, custodial service, securities depository or clearing house any shareholder number (including a common shareholder number) Faster Identification Number ("FIN") or other number of the borrower necessary for dealing with company shares and (by way of example and not by way of limitation) may sign any request to cancel FIN numbers as security for a loan.

The attorney may operate and draw on any bank, building society or credit union account held by any borrower and may debit any credit card or debit card account, in each case to reduce the debt owed to the lender. This power shall inure until the money secured has been paid to the lender in full and continues after judgment.

The borrowers ratify anything done by an attorney under this power and indemnify the lender, and or any attorney, and will keep them indemnified against any claim from any person that relates to damages or losses caused through any act or thing done by the attorney. The borrowers further indemnify any person acting in reliance upon the power.

If the lender assigns the benefit of this agreement the assignee shall have the same rights and powers under this paragraph as does the lender and each of you named as borrower irrevocably appoints the assignee his attorney accordingly.

# General Terms and Conditions

## Meaning

"The money secured" means all money, including, but without limitation, the total advance, the initial unpaid balance and default or other interest, and default and other fees and charges and disbursements and other money which the borrower must pay to the lender under this agreement or under any collateral or subsequent agreement of any kind.

"Default" under this agreement means that the borrower does something he is required not to do or fails to do something he is required to do.

"Default Fees" and "Default Interest" are listed under the heading "Default interest charges and default fees" in the disclosure statement.

"Working day" means any day but a Saturday, Sunday or a public holiday in Auckland.

"Agreement", "Contract" or "Deed" means at any time any document that makes up this agreement or part of this agreement. This includes without limitation the Deed by Way of Security, Memorandum of Terms and Conditions, Disclosure Statement for Consumer Credit Contracts and any other attachments as required from time to time. "Future advance" has the meaning expressed in section 16 of the PPSA. "Own" includes "having an interest in" and "owner" is interpreted accordingly.

"PPSA" means the Personal Property Security Act 1999. Any expression not described or defined in this agreement shall have the meaning ascribed to it in the PPSA unless the context requires otherwise. Unless the context prevents it, the singular shall include the plural and the plural shall include the singular and each gender shall include other genders. "Person" includes an organisation as defined in the PPSA. Any reference to an Act or Regulation shall include any amendment, modification, replacement or re-enactment of it.

1. Subject to any other clause of this agreement any notice, demand, letter or document for service on you shall be deemed to be properly served, in any court proceeding or otherwise, if served in accordance with the wording of section 38 of the Credit (Repossession) Act 2015 (excluding subsection 38(7)). This applies although that Act may not apply to the collateral and although the notice or demand is not one required or authorised under that Act.

In addition, service on you or any of you shall be deemed to have been effected if such notice, demand letter or document is handed to any person in apparent occupation of the address of any of you or of the property shown in this agreement as being the land to be mortgaged or by attaching the document to an external door at such address.

In addition, if your address is a flat or apartment or room in a building and if the lender or its agents are unable to obtain access to such flat, apartment or room by virtue of the security system of the building or for some other reason, then service will be deemed to have been effected on you if the document is posted at the letterbox corresponding to such flat, apartment or room.

If there is no such letterbox, service will be deemed to have been effected on you if the document is affixed to what appears to be the principal external entry to the building for purposes of obtaining access to the address provided by you or if the document is given to any building manager or receptionist for the building and directed to be given to you.

2. Despite sections 188 & 189 of the PPSA and part 2 of the Electronic Transactions Act 2002, service of any notice or document by facsimile or by electronic mail or by any other electronic means, upon the lender shall not be deemed to be proper service. Any document to be given to or served on the lender by the borrower shall be posted or shall be delivered personally to its address as shown in the schedule.
3. You promise that all information provided by you or on your behalf to enable the lender to decide whether or not to lend to you is true and correct and if it is found at any time to not be true and correct, the lender may demand payment of the then outstanding balance of the loan and you will pay forthwith on such demand.
4. This agreement is governed by New Zealand law and the parties irrevocably submit to the jurisdiction of the New Zealand courts. Should the borrowers wish to dispute the lender's rights or powers or any action of the lender in connection with this agreement, the borrowers may only do so in the New Zealand courts. This does not limit the lender's rights to enforce this agreement against the borrowers or any judgment against the borrowers or against the borrowers' real and personal property in any country where the borrowers or that property may be.
5. All obligations on the part of the borrowers are joint and several and the fact that an obligation, action, power or thing cannot be assumed, carried out, exercised or done by any borrower by virtue of that person's not owning or purchasing certain property, nor the fact that any borrower has not had any benefit from the loan of the initial unpaid balance under this agreement shall not release any other person so defined from such an obligation or from the requirement to carry out any action or to exercise any power or to do anything.
6. No borrower's right of subrogation or indemnity shall arise in favour of any borrower against the lender until the secured money has been paid in full.
7. You shall not be released from your obligations under this agreement or have your liability reduced by any lack of legal capacity or other reason which would result in the agreement not being enforceable against or any moneys not being recoverable from any other person nor by virtue of any security becoming all or partly void or unenforceable for any reason whatsoever.
8. You must make all payments as shown in the PAYMENTS section of the schedule when due without any deduction or set-off or counter-claim and in such a manner as the lender requires. If you make any payment which is not in accordance with the schedule of payments the lender may credit the payments in accordance with the schedule. The lender may also decline to accept any part prepayment but if it accepts it the lender may charge you administrative costs associated with the part prepayment. The lender need not make any demand for any payment due from you.
9. You must pay to the lender forthwith upon demand or when otherwise due (i) the lender's credit fees shown in the "CREDIT FEES AND CHARGES" section of the disclosure statement and (ii) the lender's default fees and default interest shown in the "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS" section of the disclosure statement and (iii) all of the lender's costs, expenses and any other liabilities not now known by the lender (which include legal expenses on a solicitor and own client and on a full indemnity basis) which may be incurred or suffered by the lender in connection with;
  - a The preparation, signing, registration, administration, variation and release of this security agreement or any financing statement in relation to this security
  - b The exercise or enforcement or protection or the attempted exercise, enforcement or protection of any power, right or remedy of the lender under this agreement or what the lender believes to be a power, right or remedy to which it is entitled including the conduct of any Court proceedings
  - c Any dispute negotiation or communication with any other secured party or party claiming to be a secured party with respect to the collateral and or the priority of the security interest granted by this agreement and
  - d The transfer of the security interest of any other secured party to the lender or the security interest of the lender to that secured party and
  - e Any dispute negotiation or communication with any of you in default
  - f The lender's doing anything you should have done but which you have not done

And you agree that such amounts are and are deemed to be contractual damages if they are incurred or suffered by the lender while you are in default hereunder and in any event if not paid shall incur default interest until paid in full. The lender may exercise all or any right, power or remedy at any time and failure to do or delay in doing so shall not constitute a waiver unless the lender grants it in writing.

10. The obligation of the borrower to pay the installments will continue notwithstanding the occurrence of any defect or breakdown in the collateral, or any failure by the lender to perform any other obligations in this agreement. If the lender is lending money to enable the borrower to purchase any collateral, the lender may pay such money directly to the vendor of the collateral. In such event the lender may impose such conditions on the payment of the money to the vendor as it sees fit in order to protect its security interest.
11. If you fail to pay one or more installments in full but otherwise are paying on time, the lender, at its absolute discretion may add the unpaid amount to the loan thus extending the term and varying the final payment or payments. The lender may, but is not bound to, do this more than once.
12. Subject to the terms of the Credit (Repossession) Act 2015, if you default under this agreement, or fail to do anything which you are required to do or do anything which you are required not to do under this agreement or any event or material adverse change occurs in your financial condition or stability or the enforceability of this agreement or any other security given by you to the lender or agreement between the parties or for any other reason the lender may require you to pay to the lender all principal, interest and other money then owing under this agreement.
13. The lender may call up that money even although the time for payment has not yet been reached. In addition, save for the purposes of enforcement, the lender may terminate this agreement.
14. The lender may (but is not bound to) do anything or pay any sum which in the lender's opinion is necessary or expedient to rectify any breach or default of this agreement and may add any expense or cost incurred for such remedy to the unpaid balance and if you do not pay the cost of such remedy on demand the lender may charge you default interest.
15. The lender may exercise all or any power, right or remedy at any time.
16. If you fail to pay any installment or other money (including any amount for which payment has been accelerated) due on the due date or on demand as the case may be you shall pay to the lender default interest on the unpaid arrears at the end of the day from the due date of such installment or from the date of receipt or deemed receipt of demand for the money as the case may be until actual payment of the installment or amount. All default interest shall continue to be payable after judgment against you and shall compound daily. Your obligation to pay default interest is independent of and shall not merge with such judgment.
17. All default interest shall continue to be payable after and notwithstanding judgment against you.
18. The lender may appropriate any payment received from you or money which is proceeds of the sale of collateral or of any land to be mortgaged against any debt owed by you in any manner that the lender may decide, notwithstanding any purported appropriation you claim to have made or the fact that the time for payment of the amount has not arrived.
19. To the extent allowed by the law, the lender may from time to time without notice set off against any claim or demand which you may have any claim or demand which the lender may have against you.
20. The lender may receive commission on any insurance included in this agreement or subsequently required.
21. This agreement secures future advances. This will apply even although any sum has been paid from time to time to the lender or any account between the borrowers and the lender may be or have been in credit or settled.
22. In accordance with section 50 of the Credit Contracts and Consumer Finance Act 2003 (as amended from time to time) you may repay the outstanding balance of your loan in full before it is due. However, you must also pay the lender the administrative costs arising from the full prepayment or a charge equal to its average administrative costs so arising. The lender may also charge you a fee representing a reasonable estimate of its loss arising from the full prepayment.
23. You must not change your name or address without first giving the lender two days' notice, in writing, of your intention to do so.

## **Security Interest**

24. You must store any collateral at the address shown as that of its owner in the schedule. You must not allow any collateral to be taken out of New Zealand. You must also care for and maintain collateral and comply with any laws relating to its ownership and use and you must not use it in any dangerous or illegal activity or for any purpose for which it was not intended. You will not alter or deface the collateral. You may not race any collateral which is a motor vehicle.
25. You must not do anything or allow anything to happen which may impair or undermine any borrower's ownership of the collateral or the lender's security interest in the collateral. If you have granted security over after-acquired property and if you obtain consumer goods in future, you must appropriate those goods to the lender's security interest.
26. You must not grant any other security interest over collateral nor allow any lien to be created over it nor dispose of nor allow the disposal of any collateral by sale, gift or lease or in any other way nor cause nor allow collateral to be taken out of the possession of the borrower who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where you are required to keep it or conceal it from the lender or the lender's agent.
27. The borrower(s) that are the owners of the collateral and/or the land to be mortgaged will pay punctually all rents, rates, taxes, charges and impositions from time to time due in respect of any collateral, land and/or buildings as is security or on which the collateral or any part thereof may from time to time be situated, garaged or kept, and to produce and deliver to the lender as and when required by the lender the true receipts for such payments.
28. You must not obtain any personalised registration plate on any motor vehicle which is collateral nor otherwise alter or remove any serial number unless you first obtain the lender's consent in writing.
29. From time to time if required by the lender you must provide further security for the money secured in the form of a security interest in a motor vehicle or other goods to the value of further 100% of the money secured at that time.
30. You will allow the lender, its officers or its agents, at all reasonable times, to have access to the collateral or the mortgaged land as the case may be to inspect and/or to test its condition or for any other reason.
31. Any accessions (including replacements and accessories) which are attached to collateral which is goods shall become part of the collateral.
32. From time to time if required by the lender you must provide further security for the money secured in the form of a security interest in a motor vehicle or other goods to the value of further 100% of the money secured at that time. If you have granted security over after-acquired property and if you obtain consumer goods in future, you must appropriate those goods to the lender's security interest.
33. This or any other security given by you to the lender is each security with the other to the intent that default under any one or more of any agreement(s) of any kind between the parties shall also be deemed to be a default under all the agreements and the lender may exercise its powers, rights and remedies under all or any of such agreements either separately or concurrently.

34. You must insure or procure the insurance of the collateral which is goods and (for full replacement value if possible) any buildings or improvements on the land to be mortgaged (in case of such buildings or improvements for full replacement value if possible) and keep them comprehensively insured against fire, accident, theft and all other risks as the lender may require both in the names of the lender and in your names for the lenders and your respective interests, with payment in the event of a claim to be made to the lender.
35. The lender may at its option elect to expend such money towards repairing, reinstating or replacing the security and in such event that repaired, replaced or reinstated security shall be deemed to be the security which is secured herein and all the provisions of this agreement shall apply as if that security had been the security described herein at the date of execution of this agreement, or the lender may elect to have such money paid in discharge or partial discharge of the balance then owing under this agreement notwithstanding that the time for payment of the amount may not have arrived.

You must not do or allow any act or omission which causes any insurance policy to be invalidated or cancelled. You must provide receipts and an insurance company certificate of the insurance if required by the lender.

36. You indemnify the lender and will keep it indemnified against any claim from any person relating to the collateral or the land to be mortgaged or the use thereof. If the lender incurs any loss, liability or expense in respect of the collateral or the land to be mortgaged or this agreement as a result of any act or omission of yours then the amount of such loss, liability or expense plus goods and services tax if any, shall be payable by you to the lender and shall become part of the money secured and the lender may charge default interest on arrears at the end of the day outstanding until such money is paid in full.
37. The lender may assign its right, title and interest in the collateral or in the land to be mortgaged or in its right, title and interest in this agreement or any of them at any time.
38. If you default under this agreement the lender may, without notice save that required under the Credit (Repossession) Act 2015, seize the collateral and for such purposes you irrevocably give to the lender the right and license for its officers or agents to enter any premises and if necessary to break into any building where the collateral may be or is supposed to be situated or where you are for the purpose of searching for and seizing the collateral.

The lender shall not be liable in any way to you or to any person claiming through you for any damage or loss which occurs in the process of entry into any premises or during or as a result of the seizure and subsequent sale of the collateral or the exercise or execution by the lender of any of the rights, powers or remedies expressed or implied by this agreement or otherwise conferred upon the lender and you will indemnify the lender against such damage or loss.

On seizure, the lender may sell the collateral by auction or otherwise in any manner and in all respects (including, without restricting the generality of the power, the right to buy in, give credit and allow payment over time) as if the lender were the unencumbered owner subject to any applicable obligations under the PPSA and under the Credit (Repossession) Act 1997.

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

39. If the land to be mortgaged is sold by the holder of any prior mortgage or other charge those of you who own the land to be mortgaged hereby irrevocably expressly authorise and request such prior mortgagee or holder to pay all funds remaining after making payments under sections 104(1)(a), 104(1)(b) and 104(1)(c) of the Land Transfer Act 1952 to the lender up to the amount stated by the lender as owing.

You will and must indemnify the prior mortgagee or charge holder against any liability for making such payment and section 4 of the Contracts (Privacy) Act 1982 shall apply to such indemnity.

Those of you who own land irrevocably authorise the lender to pay any registered mortgagee or charge holder from the proceeds of sale of the land to be mortgaged if the lender sells the land to be mortgaged.

40. In the event that, contrary to your obligations hereunder, another security interest has priority over that of the lender with respect to collateral, and if the lender takes a transfer of that security interest to itself then any money owing under this agreement shall be deemed to be owing under the security agreement providing for the security interest with priority and default under this agreement shall be deemed to be default under the other security agreement and vice versa.
41. The Consumer Guarantees Act 1993 shall not apply if the collateral is acquired for business purposes.
42. The lender shall not be obliged to marshal in your favour or in favour of any other person.
43. If the lender does not at any time have priority over all other secured parties in relation to any collateral then pursuant to section 107(1) of the PPSA, for the purposes of dealing with that collateral the parties contract out of sections 108 and 109 to the extent that the words "with priority over all other secured parties" in sections 108 and 109(1) shall not apply so as to restrict the lender's ability to seize and sell the collateral. In addition you irrevocably authorise the lender to pay any secured party over whom the lender does not have priority.
44. You agree that none of sections 114(1)(a), 133 or 134 of the PPSA will apply to any dealings with the collateral under this agreement. You further waive your right to receive any part of the surplus under section 117(1)(c) or recover it under section 119 if the lender has in good faith made any payment to any person under sections 117(1)(a) or 117(1)(b) to which it subsequently transpires that person was not entitled. You waive your right to receive a verification statement following registration of any security interest.
45. You must not lodge any demand under section 162 of the PPSA unless one of more of sub-sections (a) to (e) inclusive of that section applies
46. You will and do indemnify the lender against any failure for any reason on the part of any other borrower to pay money owing or perform obligations under this agreement.
47. Where the security includes a mortgage over shares or stock in the capital of a company the security is deemed to include all bonus share issues, rights issues, share conversions, issue of newly created shares and dividends or any other issue made in relation to the mortgaged shares or stock.
48. This agreement shall be deemed to be signed by a party if that party has executed any of the following formats of the agreement: an original, a copy, a facsimile copy, a photocopy or any other electronic or any other type of copy of this agreement. The delivery by any party to the other of any type of copy of this agreement duly executed shall be deemed delivery of the original thereof and the party so delivering such copy shall deliver to the other party the original within 5 working days.
- If the original documents are not delivered within the specified time, the party accepting the copy pursuant to this clause may in any court of law or other proceeding, or for the purposes of registration of any interest under the Land Transfer Act 1952, produce, or exhibit such copy as if it were the original there of and no party to this agreement may object to such copy being produced or exhibited as an original and shall be deemed to have waived any law of evidence or other requirement that an original executed document be produced or exhibited of its existence or of its contents.
49. If the principal and all other monies including interest is not repaid on the due date for repayment and if the lender and borrower(s) have not agreed in writing as to the terms of an extension of the loan, then the loan may, at the lenders sole discretion, be extended for two

months longer than the initial term and in consideration therefore the loan will continue at the default annual interest rate for these two months.

The borrower(s) also agree to pay to the lender a re-establishment fee equal to the application fee, being equal to the initial establishment fee amount, but not exceeding 5% of the current balance outstanding.

50. Payment dates are based on the assumption that the loan is drawn down on the date of the contract. The dates of payment are to be linked to the actual date of advance and will be adjusted to correspond with this date if it differs from the date of contract. If the loan is not drawn down on the date of the contract, unless agreed otherwise by the parties in writing, the date the loan is drawn down may be referred to as the date of the contract when referred to in correspondence or the issuance of notices.

## **Counterparts**

01. This Deed may be executed in two or more counterparts, each of which (including any facsimile transmitted copy) shall be deemed an original, but all of which together will constitute one and the same instrument.

**Payer Details** *To the manager*

**AUTHORITY FOR AUTOMATIC PAYMENTS**

Not to operate as an assignment or an agreement

**Important – Please Tick**

Name of Bank .....  
 Branch .....  
 Name of Account .....

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)

V E H I C L E S A L E S

V S F

**Frequency and 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

Complete if applicable (one option only):

Variable Amount  First  Last

Payee Details

**PAYEE DETAILS**

Pay to the credit of: ANZ .....

Name of Account *Vehicle Sales & 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 follow 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 take 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 / ...../ ..... Recorded by..... Checked by .....

# Vehicle Sales & Finance Limited

Loan Contract No.	
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## ACKNOWLEDGEMENT AND AGREEMENT OF BORROWER

**AS THE SECURITY TO BE TAKEN MAY INCLUDE LAND OR ALL PRESENT AND AFTER-ACQUIRED SECURITY AND ALL BORROWERS ARE JOINTLY AND SEVERALLY LIABLE FOR THE DEBT YOU ARE ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE, INDEPENDANTLY OF ANY AND ALL OTHER BORROWERS, BEFORE SIGNING THE DEED BY WAY OF SECURITY AGREEMENT**

**Name of Borrower:** \_\_\_\_\_

**Borrower to initial each clause**

- I understand the English language and I do not require an interpreter. ....
- I have been advised that by signing the loan agreement and/or the Deed by Way of Security I become liable for repayment of the loan in full.** I have read and understand this agreement, the terms and conditions contained in it including the right to cancel. I sign this "Acknowledgement and Agreement" and the Loan Agreement/Deed by Way of Security freely and voluntarily. ....
- I understand that along with any borrower or other borrower shown in the agreement I am jointly and severally liable to repay the money secured and to carry out the obligations in this deed. This means the lender may claim the money secured including the total amount payable from me, some or all of us. ....
- I have been strongly advised to obtain independent legal advice, independently of any others that may also be named as borrowers in this agreement, as to my obligations and the lender's rights contained herein. I have been asked to take the time to obtain legal advice before entering into and signing the Loan Agreement [delete one of the following] .....  
- I have had time to obtain legal advice as advised but have voluntarily chosen of my own free will and volition not to do so. (delete one)  
- I have taken independent legal advice.(delete one)
- I have received a copy of the Deed by Way of Security, Disclosure Statement and the Memorandum of Terms and Conditions which I fully understand. ....
- I understand that if I provide a car or other goods as security and if I and/or any other borrower do not pay, that car or goods may be seized and sold by the lender to pay or help pay the debt. ....
- I understand that if I provide land as security, the lender may lodge a caveat against the title to that land and may also register a mortgage and may sell that land** if I and/or any other borrower do not pay the money secured. (That land may include land that I do not own yet). ....
- I hereby waive the right to receive a verification statement or any other notification following registration of any security interest. ....
- I understand and am aware that I have granted a very wide power of attorney in favour of the lender** which the lender may use to protect its position whether in the event of any default or otherwise and for their own benefit. Also, the lender may use that power to grant further security interests over personal property or a further mortgage over land to itself .....  
.....
- I authorise the lender to use my email address or other electronic address as specified by me for the purposes of issuing all notices required in accordance with the terms and conditions of this agreement and the Deed by Way of Security/Loan Agreement. ....
- I confirm that **I have not been induced to enter into the Loan Agreement with your company** and sign the Deed by Way of Security, by any pressure, undue influence, misrepresentation or wrong doing by anyone. ....
- I acknowledge that the Deed by Way of Security was voluntarily signed by me and was witnessed by the person named below.** ....

**Signature of Borrower:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### Witness Certificate

I (full name of Witness).....hereby certify:-

- I have verified the identity of the above named borrower
- I explained the nature and extent of the obligations to the above named borrower before the deed was executed
- The Deed by Way of Security was executed in my presence by the above named borrower.
- I strongly advised the Borrower(s) to seek independent advice as to the obligations and rights contained in the Deed by Way of Security before signing the agreement.

Signature of witness \_\_\_\_\_

**Date:** \_\_\_\_\_

**Occupation** \_\_\_\_\_ **Employer** \_\_\_\_\_

**Address** \_\_\_\_\_

***Next of Kin Details:***

Please complete the form providing contact phone numbers & addresses

1. Name:

Address:

Contact phone numbers:

Relationship to borrower

2. Name:

Address:

Contact phone numbers:

Relationship to borrower