

**VEHICLE SALES & FINANCE LIMITED (the Lender)  
CREDIT AND SECURITY CONTRACT**



**This is a binding and enforceable contract between you and the Lender. Before entering into this contract, we advise that you seek independent legal advice.**

This Credit and Security Contract is made on the date shown in the schedule below (Schedule B) between the Lender and you (the Borrower). This Credit and Security Contract includes without limitation: Schedule A - Vehicle Description, Schedule B - Loan Advance to Purchase Vehicle, Schedule C - Security Deed, Schedule D - Disclosure Statement for Consumer Credit Contracts, Schedule E - Mechanical Breakdown Warranty, Schedule F - Particulars of Insurance, Schedule G – Next of Kin Details, and any other attachments as required from time to time.

**Background** - The Lender has agreed at the request of the Borrower to lend to the Borrower the total advance shown in Schedule B to enable the Borrower to purchase the Vehicle shown in Schedule A. The Borrower shown as the owner of the personal property security detailed in Schedule C have agreed to grant a security interest in that property, including the Vehicle, to the Lender.

**Obligation** - The Borrower (jointly and severally if more than one) acknowledge their indebtedness to the Lender for the total advance set out in Schedule B and promise to pay that amount and any other amounts due under this Credit and Security Contract in the manner set out in the Schedules below and any variations of it and otherwise promise to comply with the terms and conditions of this contract.

**SCHEDULE A – VEHICLE DESCRIPTION (known as the “Vehicle”)**

This being the vehicle you are purchasing.

[Account.Security]

**SCHEDULE B – LOAN ADVANCE TO PURCHASE VEHICLE**

**Account Code: [AccountId]**

**Date of Agreement:**

[Account.LogDate]

**Date of Advance:**

[Account.DateOpened]

**Lender**

[Department]

P.O. Box 208, PARAPARAUMU  
169 Rimu Road, PARAPARAUMU 5032

FSPR No.435546  
FSCL Disputes Resolution Service No.954  
Registered Motor Trader No. M346212

[ClientBlockWithGuarantors]

**You must give the Lender two days written notice if you intend to change your name or address**

**Loan Advance**

[OpeningTransactions]

**Total**

**OpeningBalance**

[AccountNotes]

**The Lenders Fee Schedule can be viewed on its website [www.vehiclesalesfinance.co.nz](http://www.vehiclesalesfinance.co.nz) and may be amended at any time without notification.**

**INTEREST RATES:** Current: [INTERESTRATE] Default Fee: \$1.00 per day  
**(per annum)**

**Daily interest rate** Means the rate determined by dividing the annual interest rate by 365.

**Payments** The balance repayable is to be paid to the Lender at its address above in the manner directed by the Lender is [Account.Term]. [PMTFREQ] payments of [FIRSTPMTAMT] commencing on [DATEFIRSTPMT] Final payment of [FINALPMT] on [DATEFINALPMT]. Total value of payments: TotalPayments. You must make these payments without setoffs or deductions.

**Disbursement 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 schedules or in any other document signed by me/us**

**Authority** **I/We agree to execute the automatic payment documents as required to fulfil any payment obligations contained therein.**

[DEBTORSIGNATURE1]

## SCHEDULE C - SECURITY DEED

**Personal Property (collateral)** A security interest as defined in section 17 of the Personal Property Securities Act 1999 secures payment of all the Borrower's obligations under this Credit and Security Contract, to the extent of the value of the **security interest**, in:

**Motor Vehicle(s):** **The Vehicle (as referred to in Schedule A)**

**Other Personal Property:**

Description: GENERAL SECURITY AGREEMENT OVER ALL PRESENT AND AFTER ACQUIRED ASSETS AND PROPERTY

Any other land as detailed in the above Schedule and otherwise all present and after acquired Personal Property of the Borrower.

**Real Property (land to be mortgaged)** If required the Borrower will give to the Lender an all obligations mortgage of land securing payment of all money secured and performance of all the Borrower's obligations under this Contract, to the extent of the value of the land, and any other land which you the Borrower owns or may own in the future;

**Privacy Waiver** 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).

**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 Contract. The Vehicle used as the Security Interest can not be used as security to another party.

[DEBTORSIGNATURE2]

**SCHEDULE D - DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS**

**Disclosure includes all information provided in this Contract and Schedules and is not limited to Schedule E**

**IMPORTANT** – The Lender 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 will be provided to you prior to you signing or entering into this contract. 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.**

**Payments** - You are required to make each payment in the amount specified and at the time specified.

Total amount to be advanced to you as per Schedule A - Loan Advance	Total number of weekly payments commencing: [DATEFIRSTPMT1]	[PMTFREQ1] amount	Last [PMTFREQ2] payment amount	Total interest amount at [INTERESTRATE1] per annum from the date of advance	Total amount of Advance plus interest
[OPENINGBAL1]	[TERM1]	[FIRSTPMTAMT1]	[FINALPMT1]	[TotalInterest1]	[TotalPayments1]

**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** – as per attached Fee Schedule

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. If the Lender charges you any of these fees or costs the Lender will add that amount to the Loan Advance that means the Lender will charge the Default Fee until the arrears are paid in full.

- (i) Additional Establishment Fee of up to \$600.00 if the initial unpaid balance is increased, extended or rearranged at the Borrowers request.
- (ii) A Default Fee of \$1.00 per day will be charged for each day you fail to make a due payment or are late making a scheduled payment until all arrears are paid.
- (iii) Letter fee of \$25.00 is charged any time you request a statement of your account that we are not required to send you, or if the Lender writes to you regarding a breach of contract or if you request the Lender to write to a third party.
- (iv) Letter Fee of \$25.00 is charged if the Lender has to send you a Pre Repossession Warning Notice.
- (v) Letter Fee of \$50.00 is charged if the Lender has to send you a Repossession Authority or Security at Risk Repossession Seizure Authority.
- (vi) Missed Payment Fee of \$30.00 is charged anytime you miss a payment, short pay or are late with a payment or other such default.
- (vii) 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.
- (viii) Default Communication Fee of \$5.00 is charged any time the Lender has to write, email, text, fax, or telephone you regarding a missed, short or late payment or other such default, or any other communication not already listed in the Fee Schedule.
- (ix) Vehicle insurance premiums if the Lender elects to insure the Vehicle on your behalf.
- (x) Personal property security preparation and registration fee of \$20.00.
- (xi) Mortgage and/or Caveat preparation and registration fee of \$115.00 including LINZ registration fee of \$80.00, 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.
- (xii) Mortgage and/or Caveat discharge fee of \$95.00. This is the cost of preparing a discharge of any mortgage or caveat taken by the Lender as security for the loan. The Lender must provide the discharge to the Borrower when the account balance is paid in full. The \$95.00 includes LINZ charges of \$80.00 and Agency fees of \$15.00
- (xiii) Cancellation fee in the event you cancel the contract is an amount of any reasonable expenses the Lender has to pay in connection with this Contract and its cancellation (including legal fees and disbursements) and interest for the period from the day you receive the Loan until the day the Loan is repaid.
- (xiv) All client/solicitor fees and charges, repair costs, registration and warrant of fitness costs and all other fees and disbursements incurred by the Lender will be charged to the Borrower. This also applies if the Borrower elects to surrender the Vehicle.
- (xv) Prepayment fee represents a reasonable estimate of the Lenders loss arising on any full or part payment.

## CONTINUING DISCLOSURE

The Lender may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided on a 6 monthly frequency OR upon request at the cost shown in the Credit Fees and Charges section above.

## FULL PREPAYMENT

You may at any time elect to pay the unpaid balance in full, 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 Lenders 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.

## STATEMENT OF RIGHT TO CANCEL

### NOTE: THERE ARE STRICT TIME LIMITS FOR CANCELLATION

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 Lender of the cancellation within 5 working days** from the date this disclosure was made. You must also return to the Lender 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 Lender can charge you:

- (i) 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
- (ii) Interest for the period from the day you received the advance until the day you repay the advance.

**If you wish to keep the property (including vehicles) you must pay the unpaid balance within 15 working days of the day the notice is given.**

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 Lender is being unreasonable in any way, you should seek legal advice immediately.

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

The Lender has an interest in the Vehicle and/or property (collateral and real property) detailed in Schedule C (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 Lender may be entitled to repossess and sell this property and the money you owe will be deemed as a disputed debt and the Lender will have the right to seek the Courts assistance in the recovery of the debt at your cost.

### Default Reporting

If you fail to meet your commitments under the contract the Lender may provide information about that default to Equifax NZ for credit reporting purposes who may give information about the default to other Equifax customers.

In the event of any default in payment and while the default continues you must pay the Default Fees on any unpaid balance.

In the event of any breach of the contract or on enforcement of the contract, the default fees specified below are payable.

### Default fees:

- (i) A fee of \$1.00 per day will apply from the time you fail to make a due payment until the arrears (including all default fees and all monies payable by reason of or in relation to your default) are paid. The daily default fee will be charged to your account on the same day and on the frequency as your payments are due.

### We will also charge to your account (Default fees):

- (ii) Missed Payment Fee of \$30.00 is charged anytime you miss a payment, short pay or are late with a payment or other such default.

- (iii) Travel fee if any staff member of ours, or our agents, finds it necessary to travel to visit you or any other Borrower 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 Inland Revenue Department.
- (iv) Attendance Fee of \$110.00 will be charged if the Lender is required to physically visit you or your residence you will be charged per visit.
- (v) Default Communication Fee of \$5.00 is charged any time the Lender has to write, email, text, fax, or telephone you regarding a missed, short or late payment or other such default.
- (vi) 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 Lender in effecting such enforcement plus any other necessary disbursements as those costs are ascertained.

#### 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 apply to the Lender for a hardship variation.

To apply for a hardship variation, you need to:

- (a) Make an application to the Lender in writing, along with documentation which will support the application; 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 you want this to apply); or
  - Both of the above; and
- (d) Give the application to the Lender; and
- (e) Every application will be considered based on its merits, and the liability for the Borrower to fulfil its obligations under the Contract.

**We urge you to make this application as soon as you become aware that you may not be able to meet your obligation. If you leave it for too long, the Lender may not have to consider your application** (as per Section 57 of the Credit Contracts and Consumer Finance Act 2003)

#### DISPUTE RESOLUTION

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly. If you have a complaint about our services or charges, you may refer your complaint in writing via email to [sue@maxamise.co.nz](mailto:sue@maxamise.co.nz) or by post to Vehicle Sales & Finance Ltd. P.O. Box 208 Paraparaumu. Anything received will be reviewed by the Lender, within three weeks of its receipt and accordingly you will be advised of the outcome. If you are not satisfied with that person's response to your complaint, you may refer your complaint to The Financial Services Complaints Ltd Disputes Resolution Service.

**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 Lender.

Contact details of Dispute Resolutions Scheme:

Financial Services Complaints Limited

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

Lender registration name: Vehicle Sales & Finance Limited

Registration number: 435546

[DEBTORSIGNATURE3]

**FEE SCHEDULE**  
**SCHEDULE OF CREDIT FEES AND CHARGES AS PER THE CREDIT CONTRACT**

**Credit Fees & Charges**

<p><b>Vehicle Insurance Premium:</b> If the Lender elects to insure the Vehicle on your behalf.</p>	<p><b>Letter Fee (Pre Repossession Warning Notice):</b> \$25.00 We will charge this fee if the Lender has to send you a Pre Repossession Warning Notice</p>
<p><b>Additional Establishment Fee:</b> \$600.00 If the initial unpaid balance is increased, extended or rearranged at the Borrowers request.</p>	<p><b>Letter Fee (Repossession Authority):</b> \$50.00 We will charge this fee if the Lender has to send you a Repossession Authority or Security at Risk Repossession Seizure Authority</p>
<p><b>Daily Default Fee:</b> \$1.00 This <b>daily</b> fee is charged from the time you fail to make a due payment or miss a scheduled payment until all arrears are paid. This fee is in lieu of penalty interest.</p>	<p><b>Default Time Fee:</b> \$60.00 per hour We will charge you this 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 recover of the account balance or the amount that you are in default.</p>
<p><b>Personal Property Security Preparation and Registration Fee:</b> \$20.00 We will charge you this fee for registering our security interest on the Personal Properties Securities Register (PPSR).</p>	<p><b>Letter Fee (Miscellaneous)</b> \$25.00 Is charged if the Lender writes to you regarding a breach of contract or if you request the Lender to write to a third party.</p>
<p><b>Mortgage and/or Caveat Preparation and Registration Fee:</b> \$115.00 We may choose not to register a mortgage but may choose to register a caveat.</p>	<p><b>Default Communication Fee</b> \$5.00 Is charged any time the Lender has to write, email, fax, telephone or text message you regarding a missed payment, short payment, late payment or other such default, or any other communication not already listed in the Fee Schedule.</p>
<p><b>Mortgage and/or Caveat Discharge Fee:</b> \$95.00 This is the cost of preparing a discharge of any mortgage or caveat taken by the Lender as security of the loan. This fee includes LINZ fees of \$80 and \$15 Agency fees.</p>	<p><b>Missed Payment Fee:</b> \$30.00 Is charged anytime you miss a payment, short pay, or are late with a payment or other such default.</p>
<p><b>Travel Fee</b> If any travel is required due to default, mileage may be charged.</p>	<p><b>Attendance Fee</b> \$110.00 If the Lender is required to physically visit you or your residence you will be charged per visit.</p>
<p><b>Cancellation Fees:</b> If you cancel the contract, the Lender will charge a reasonable amount to cover the expenses the Lender has incurred regarding the Contract and its cancellation e.g. legal fees and disbursements</p>	<p><b>Surrender Fee:</b> All client/solicitor fees and charges, repair costs, registration and warrant of fitness costs and all other fees and disbursements incurred by the Lender will be charged to the Borrower. This also applies if the Borrower elects to surrender the Vehicle.</p>
<p><b>Letter Fee (Statement Request):</b> \$25.00 Is charged every time you request an additional statement that we are not required to send you.</p>	<p><b>Prepayment Fee:</b> This fee will represent a reasonable estimated amount of the Lenders loss arising on any full or part payment of the Borrower.</p>
<p><b>Enforcement Costs:</b> You will be charged actual costs for all enforcement costs including court costs, debt collection costs and solicitor costs on a solicitor client basis.</p>	

Signed by Borrower: \_\_\_\_\_

## SCHEDULE E – MECHANICAL BREAKDOWN WARRANTY

The purpose of this mandatory Mechanical Breakdown Warranty (Warranty) is to protect you, the Borrower, from the burden of the cost of repairs and mechanical failure if that should happen to the Vehicle. Your Vehicle was serviced when you purchased it from the Lender, and these regular services as required by the Warranty will keep your Vehicle in good condition and enable the Lender to inspect the Vehicle and identify early signs of potential problems.

If your Vehicle suffers a mechanical failure of a **component that is covered by the Warranty** during the term of the Warranty, and you, the Borrower, have complied with the terms and conditions of the Warranty, then the Lender will pay the reasonable costs of having the mechanical failure repaired by a repair facility authorised by the Lender. **The Warranty is only valid if you adhere to the conditions of the warranty.**

### Terms of the Warranty:

1. The term of the Warranty is: 6 months.
2. An excess of \$250 will be applied to each and every separate claim (Excess);
3. Limitation: The most the Lender will pay in relation to any one claim or event is \$1,500.00 (including the Excess of \$250);
4. If it is uneconomic to repair the Vehicle, the Lender reserves the right to replace the Vehicle with a similar type vehicle. If the Vehicle is replaced, then that vehicle will be referred to as the Vehicle in relation to this contract.
5. If the Vehicle is replaced the weekly repayments, as shown in Schedule D, will be no more than what the Borrower is paying currently.
6. **Components that are covered by this Warranty are:** Engine; Gearbox and transmission; Clutch; Cooling system; Electrical system; Air conditioning, Braking system; Front and rear suspension; Fuel system.
7. Roadside assistance may be provided at the sole discretion of the Lender, however, is not a term of this Warranty.
8. If any repairs are required and requested by the Borrower, and such repairs fall outside the Warranty, and the Lender agrees to provide the additional service, the Borrower consents for all costs associated with this request, including tow and transport fees, impound fees, repair costs to be either added to the Loan Advance or to be invoiced separately to the Borrower.

### Conditions of the Warranty (What the Borrower MUST do for the Warranty to be valid):

9. The Borrower **must** have the Vehicle serviced every 8 months or 8,000 kms, whichever comes first.
10. When the Vehicle requires to be serviced, as per above, the Borrower **must** present the Vehicle to the Lender's nominated repair facility. Said repair facility provider will service the Vehicle and will forward the service report to the Lender. **The Borrower must pay the service costs directly to the repair facility provider** on completion of the service, and prior to the Borrower taking possession of the Vehicle.
11. The Borrower **must** contact the Lender immediately the Vehicle suffers a mechanical failure, or you identify any problem that might lead to a mechanical failure. In the event that the Borrower notices any fault, problem or loss of liquids, the Borrower **MUST STOP DRIVING** and notify the Lender immediately. Failure to do so may negate this Warranty.

### Exclusions/ What and when the Borrower will NOT be covered.

12. No claim will be allowed:
  - a. if the Vehicle has not been serviced as required in clause 9 above;
  - b. if the failure is attributable to improper servicing or failure to maintain the correct grade and proper levels of any fluids or lubricants;
  - c. if the failure is attributed to the use of incorrect grade or type of fuel;
  - d. if the Vehicle has been used for commercial purposes, for example, deliveries, courier work, as a taxi, shuttle, or uber service or any other passenger transport service;
  - e. if the Vehicle has been modified in any way from the manufacturer's specifications;
  - f. if the Vehicle does not have a current Warrant of Fitness or Registration (vehicle licence);
  - g. if repairs are required as a result of the Borrowers continued operation of the Vehicle once a defect or fault has occurred (including overheating and loss of lubricants or coolant);
  - h. for flat, damaged, punctured or severed tyres, rims or alloy wheels;
  - i. for audio equipment including radios, CD's stereos, MP3 players, aerials or carplay devices;
  - j. for navigation or communications systems or equipment, for example, GPS devices;
  - k. for lost keys, or keys locked in the Vehicle;
  - l. for faulty central or remote locking systems and keys;
  - m. for flat batteries;
  - n. for running out of fuel or any consequent damage to the engine;
  - o. for any service items and consumables that need to be maintained, replaced or replenished as a result of the normal operation and periodic maintenance of the Vehicle, including: Brakepads and linings; Brake drums, rotors and hydraulic components; Clutch lining; Steering system components, including bushes, bearings, joints, for example, CV joints; Spark plugs; Oil and air filters; Tyres; Light bulbs; Fuel and oil; Batteries; Hoses and belts; Exhaust system (mufflers, pipes, catalytic convertors).
  - p. For paintwork, panel or body work, and their components including glass, hinges, and handles, upholstery and trim.
  - q. For excessive use or burning of oil where no mechanical failure has occurred, and the excessive use or burning relates to normal wear;
  - r. For shock absorbers and the hydraulic portions of suspension components where the failure relates to fluid leakage or external seal failure;
  - s. For failure caused by corrosion, rust or electrolysis;
  - t. For any damage attributable to impact, accident, vandalism, or theft;



- u. For any mechanical failure attributable in whole or in part to abuse, misuse, negligence, for example, wheelies, illegal street racing;
- v. If the vehicle has been used or tested in preparation for any form of competitive motorsport;
- w. For the cost of taxis, rental cars or other alternative transport;
- x. For the cost of accommodation;
- y. For any consequential loss, damage or liability, including personal liability, incurred as a result of mechanical failure;
- z. If the Lender has not been contacted before repairs are started;
- aa. For diagnostic costs, unless as part of an authorised repair;
- bb. For the cleaning of any components, unless the contamination has been directly caused by the mechanical failure and the cleaning is required as part of the repair process;
- cc. For any costs relating to the transport of the vehicle or the parts required for its repair;
- dd. For any claim that is fraudulent.

[DEBTORSIGNATURE4]

**SCHEDULE F – PARTICULARS OF INSURANCE**

The Lender will insure the Vehicle on behalf of the Borrower. The premium associated with this insurance will be paid by the Borrower directly to the insurance provider. On approval of the Lender, if the Borrower elects to insure the Vehicle through their own insurance provider, the Borrower is to provide the Lender with a cover note recording the Lender as an interested party. Said certificate is to be emailed to sue@maxamise.co.nz prior to the Borrower taking possession of the Vehicle.

**Insurance Provider:** .....

[DEBTORSIGNATURE5]

**Borrowers acceptance of the Credit and Security Contract:**

**We/ I agree and accept to be bound by all terms and conditions contained within this Credit and Security Contract and the attached terms, conditions, schedules, and disclosures.**

**We/ I confirm that all information that we/ I, as the Borrower, have provided to the Lender in connection with this Credit and Security Contract is complete, accurate and not misleading.**

**We/ I confirm and acknowledge that further terms and conditions are associated with this Credit and Security Contract which can be viewed on the Lenders website [www.vehiclesalesfinance.co.nz](http://www.vehiclesalesfinance.co.nz) and may be amended at any time without notification.**

**The Borrower hereby indemnifies the Lender against any failure for any reason on the part of any other Borrower to pay money owing or perform obligations under this Contract.**

**We/ I confirm that we/ I have signed this Contract of our own free will and that we are not under any undue pressure or duress to do so and that we fully understand the contents of this Contract.**

**Electronic Communications:**

You consent to receiving communications from the Lender electronically and you agree that all agreements, notices, disclosures and other communications that the Lender provides to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Contract and Commercial Law Act 2017 and Credit Contracts and Consumer Finance Act 2003 and accompanying regulations.

You consent to receiving electronic messages and information sent by the Lender for any purposes as contemplated by this Agreement.

You may provide any notice or communication as contemplated by this agreement to the Lender by way of email, such communications will be noted as received once it enters the Lenders email exchange.

**EXECUTED AS A DEED**

[DEBTORSIGNATURE6]Date:.....

Witness Certificate

I, [full name of witness] ..... hereby certify: Date:.....

- 1. I have verified the identity of the above-named Borrower;
- 2. The Credit and Security Contract was executed in my presence by the above-named Borrower;

Witness' Signature:

\_\_\_\_\_

Witness' Occupation:

\_\_\_\_\_

Witness' Address:

\_\_\_\_\_

**SCHEDULE G – NEXT OF KIN DETAILS**

Please complete the form providing contact phone numbers & addresses

Name: .....

Address: .....

Contact phone numbers: .....

Relationship to Borrower: .....

Name: .....

Address: .....

Contact phone numbers: .....

Relationship to Borrower: .....

PLEASE COMPLETE IN FULL Payer Details To the manager

**AUTHORITY FOR AUTOMATIC PAYMENTS**

Not to operate as an assignment or an agreement

**Important – Please Tick**

Name of Bank **BankName** .....

This is a new authority, or

Branch **[BankNameBranch]** .....

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

Name of Account **BankAccountName** .....

On behalf of (name if other than payer) .....

Bank/Branch/Account Number/Suffix

[Grid boxes for account details]

Details to appear on my/our bank statement

Particulars (max 12 characters)

Code (max 12 characters)

Reference (max 12 characters)

[Grid boxes for statement details]

First payment date

Last Payment Date

OR

Until further notice (tick)

[Account.NextPaymentDate]



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**

Pay to the credit of: Name of Bank **[DepartmentBankName]** .....

Name of Account .....

Bank/Branch/Account Number/Suffix

[Grid boxes for payee details]

Details to appear on my/our bank statement

Particulars (max 12 characters)

Code (max 12 characters)

Reference (max 12 characters)

[Grid boxes for payee statement details]

- 1. The Bank will use reasonable care and skill to give effect to the directions given to it in this authority.
2. 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.
3. The Bank accepts no responsibility or liability for the accuracy of the information contained in the payment information fields on this authority.
4. I/We undertake to advise the Bank immediately of any information about payments shown on bank statements which is incorrect.
5. This authority is subject to any arrangement now or hereafter subsisting between myself/ourselves and the Bank in relation to my/our account.
6. 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.
7. 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.
8. 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.
9. 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.
10. All current Bank and Government charges for this service in force from time to time are to be debited to my/our account.

- 1. Please make this automatic payment as detailed by debiting my/our account.
2. 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 .....

## MEMORANDUM OF TERMS AND CONDITIONS

You the Borrower(s) acknowledge the debt to the Lender of the initial unpaid balance and agree:

### **Adjustment of Term of Loan**

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.

### **Assignment of Contract**

The Lender may assign its right, title and interest in the Vehicle or in its right, title and interest in this Contract or any of them at any time.

### **The Consumer Guarantees Act 1993**

The Consumer Guarantees Act 1993 shall not apply if the vehicle is acquired for business purposes.

### **Continued Obligation to make Payments**

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 Contract. 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.

### **Default Interest**

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.

All default interest shall continue to be payable after and notwithstanding judgment against you.

### **Execution of Contract**

This Contract shall be deemed to be signed by a party if that party has executed any of the following formats of the Contract: an original, a copy, a facsimile copy, a photocopy or any other electronic or any other type of copy of this Contract. The delivery by any party to the other of any type of copy of this Contract 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 thereof and no party to this Contract 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.

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.

### **Indemnity**

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 Contract 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.

You will and must indemnify the prior mortgagee or charge holder against any liability for making such payment and section 12 of the Contract and Commercial Law Act 2017 applies to such indemnity.

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.

### **Information**

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.

### **Insurance Commission**

The Lender may receive commission on any insurance included in this Contract or subsequently required.

### **Insurance Cover**

You must insure or procure the insurance of the Vehicle (for full replacement value) 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.

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.

### **Joint and Several**

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 Contract 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.

### **Jurisdiction**

This Contract 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 Contract, the Borrowers may only

do so in the New Zealand courts. This does not limit the Lender's rights to enforce this Contract 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.

**Marshall Clause**

The Lender shall not be obliged to marshal in your favour or in favour of any other person.

**Notice provisions**

Subject to any other clause of this Contract 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 section 59A of the Credit Contracts and Consumer Finance Act 2003.

Service on you or any of you shall be deemed to have been affected if such notice, demand letter or document is handed to any person in apparent occupation of the address of the Borrower or by attaching the document to an external door at such address, or emailed to your nominated email address.

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 affected 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 affected 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.

**Order of Payments**

The Lender may appropriate any payment received from you or money which is proceeds of the sale of the vehicle 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.

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.

**Payment Dates**

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.

**Power of Attorney**

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 Contract, 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 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 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 Contract 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.

**Personal Property Securities Act 1999 (PPSA)**

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.

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 Contract. 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.

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

**Repair/ Replacement of Vehicle**

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 Contract shall apply as if that security had been the security described herein at the date of execution of this Contract, or the Lender may elect to have such money paid in discharge or partial discharge of the balance then owing under this Contract notwithstanding that the time for payment of the amount may not have arrived.

**Repossession of Vehicle**

If you default under this Contract the Lender may, pursuant to the Credit Contracts and Consumer Finance Act 2003, seize the vehicle 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 vehicle may be or is supposed to be situated or where you are for the purpose of searching for and seizing the vehicle.

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 vehicle or the exercise or execution by the Lender of any of the rights, powers or remedies expressed or implied by this Contract or otherwise conferred upon the Lender and you will indemnify the Lender against such damage or loss.

On seizure, the Lender may sell the vehicle 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 Contracts and Consumer Finance Act 2003.

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.

**Security Interest**

You must store the Vehicle at the address shown as that of its owner in the Contract. You must not allow the Vehicle to be taken out of New Zealand. You must also care for and maintain the Vehicle 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 Vehicle. You may not race the Vehicle.

You must not do anything or allow anything to happen which may impair or undermine any Borrower's ownership of the Vehicle or the Lender's security interest in the Vehicle. 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.

You must not grant any other security interest over the Vehicle nor allow any lien to be created over it nor dispose of nor allow the disposal of the Vehicle 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 Lenders agent.

The Borrower(s) that are the owners of the Vehicle 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.

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.

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.

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.

Any accessions (including replacements and accessories) which are attached to collateral which is goods shall become part of the collateral.

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.

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 Contract(s) of any kind between the parties shall also be deemed to be a default under all the Contracts and the Lender may exercise its powers, rights and remedies under all or any of such Contracts either separately or concurrently.

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 Contract shall be deemed to be owing under the Contract providing for the security interest with priority and default under this Contract shall be deemed to be default under the other security Contract and vice versa.