

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. The Lender may, from time to time, make changes to its disclosure statement. A copy of the disclosure statement can be found on the Lenders website www.vehiclesalesfinance.co.nz

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 fixed from the date of advance	Total amount of Advance plus interest
[OPENINGBAL1]	XXX Weeks	[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 set out in the attached **Fee Schedule**. Please refer to the full Fee Schedule for details and explanations of all applicable fees and charges.

(i) **Fee Schedule** – The Lender's current Fee Schedule forms part of this Contract and sets out the applicable fees and charges. The Fee Schedule may be viewed on the Lender's website at www.vehiclesalesfinance.co.nz. The Lender may amend its Fee Schedule from time to time and will provide five working days' notice of any changes, where required.

(ii) **Additional Establishment Fee** – up to **\$600.00** if the initial unpaid balance is increased, extended or rearranged at the Borrower(s)' request.

(iii) **Monthly Management Fee** – **\$9.00 per month**, charged on the last day of each month, as a contribution towards the fixed and ongoing costs of maintaining and administering the loan account, including the Lender's loan management systems, secure cloud storage and retention of loan records, payment administration and processing, and external systems and services used to maintain and manage loan accounts. This fee is not calculated by reference to any individual contact, telephone call, email, text message, account note, log entry, collection activity or other individual action.

(iv) **Administration Fee** – **\$75.00 per hour** for the actual reasonable time spent by the Lender administering the loan where work is required beyond ordinary day-to-day account management. This may include work associated with recovery of the loan or default balance, investigating or reconciling the account or payment history, reviewing payment arrangements, responding to payment queries or disputes, calculating or confirming amounts owing, and other substantial administrative work reasonably required in connection with the loan.

(v) **Communication Fee** – **\$7.00** where the Lender is required to communicate with the Borrower(s) regarding a missed payment, short payment, late payment or other default, where such communication is chargeable under the Fee Schedule.

(vi) **Letter Fee – Statement or Balance Request** – **\$25.00** where the Borrower(s) request a statement, balance or other account information that the Lender is not otherwise required to provide.

(vii) **Letter Fee – Miscellaneous** – **\$25.00** where the Lender is required to prepare and issue written correspondence regarding a breach of your loan agreement, or where you request a letter, confirmation, statement, certificate, authority, response or other documentation relating to your loan for you or a third party, including WINZ, your employer, a government agency, budgeting or financial mentoring service, another organisation or lender. The fee covers the preparation and provision of the required or requested correspondence or documentation.

(viii) **Log Entry Fee** – **\$8.00 minimum** where the Lender is required to create and maintain a substantive record of information, communications, actions, arrangements, events or other matters relating to the loan or secured property. This may include recording communications, payment arrangements, undertakings, instructions, documentation or other substantive actions requiring a formal loan record. The fee is not charged merely because the Lender receives an incoming email.

(ix) **Missed and/or Short Payment Fee: \$30.00** Where a scheduled payment is not received in full by the agreed payment date recorded in your Loan Commitments, including where no payment or only a partial payment is received, the payment will be treated as late from the following day and the Missed and/or Short Payment Fee may be charged.

(x) **Daily Default Fee** – **\$2.50 per day** while the loan account remains in arrears following a missed or unpaid scheduled payment. The fee starts to accrue when the account first goes into default and stops when the arrears are paid and the default is cleared, subject to applicable law.

(xi) **Repossession Warning Notice (RWN) Fee** – **\$50.00** where the Lender is required to prepare and issue a Repossession Warning Notice in connection with enforcement of its security interest.

[AccountId]

Initials:_____ Initials:_____

(xii) **Security at Risk Repossession Warning Notice (SARR) Fee – \$150.00** where the Lender reasonably considers its security interest to be at immediate or significant risk and is required to prepare and issue a Security at Risk Repossession Warning Notice.

(xiii) **Attendance Fee – from \$75.00 per visit** where the Lender is required to physically attend the Borrower(s), their residence or another relevant location. A travel or mileage fee may also be charged where applicable.

(xiv) **Enforcement Costs – variable.** The Borrower(s) may be charged the actual reasonable costs properly incurred in enforcement action, including Court costs, repossession and debt collection costs and necessary solicitor costs, to the extent permitted by law.

(xv) **Surrender / Repossession Costs – variable.** The Borrower(s) may be charged all reasonable legal fees, repossession and recovery costs, storage and transport costs, repair and maintenance costs, panel and body repair costs, cleaning, grooming and valeting costs, registration and Warrant of Fitness costs, valuation costs, preparation for sale costs, sale costs and other reasonable fees, costs and disbursements incurred by the Lender in connection with the surrender, repossession, recovery, storage, repair, preparation for sale or sale of the Vehicle, to the extent permitted by law.

(xvi) **Vehicle Insurance and Registration Costs –** the cost of insurance premiums, registration or related costs where the Lender elects or is required to arrange insurance or registration for the Vehicle on behalf of the Borrower(s).

(xvii) **PPSR Fee – \$20.00** for preparation and registration of the Lender's security interest on the Personal Property Securities Register.

(xviii) **Mortgage and/or Caveat Registration and Discharge Fees – \$95.00 each** for registration and discharge, including applicable preparation, processing, LINZ and agency charges where a mortgage or caveat is taken as security for the loan.

(xix) **Cancellation Fee – variable.** If the Borrower(s) cancel the Contract, the Lender may charge reasonable expenses incurred in connection with the Contract and its cancellation, including reasonable legal fees and disbursements, to the extent permitted by law.

(xx) **Early Settlement Fee – up to \$600.00,** representing a reasonable estimated amount of the Lender's loss arising from full or part payment before the scheduled completion of the loan, to the extent permitted by law.

(xxi) **Other Fees – variable** May be charged for reasonable costs incurred on your behalf or arising from or in connection with your loan, vehicle, account, breach, default, enforcement, recovery, or the exercise of the Lender's rights and remedies. All such reasonable costs incurred by the Lender may be on-charged to you and added to the amount owing under your loan.

(xxii) All reasonable client and solicitor fees and charges, repair costs, Registration and Warrant of Fitness costs, recovery costs, administration fees/ day to day costs we incur on your behalf relating to your loan, and other reasonable fees and disbursements incurred by the Lender in connection with your loan or Vehicle will be charged to the Borrower. **This applies whether the Vehicle is retained by the Borrower, recovered by the Lender, or voluntarily surrendered by the Borrower.**

The amounts and descriptions above are to be read together with the **Fee Schedule**. Where there is any difference in the description or application of a fee, the Fee Schedule applicable to the Contract and any applicable legal requirements will apply.

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.

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

The Borrower is in default under this Contract if the Borrower fails to meet any commitment, obligation or requirement imposed on the Borrower by this Contract, including by failing to make a payment when due or by breaching any term or condition of this Contract.

Without limiting the general meaning of default, the Borrower will be in default if the Borrower:

- (a) fails to make a payment or other amount payable under the Contract when due;
- (b) makes a late or short payment;
- (c) fails to comply with any obligation or requirement under the Contract;
- (d) fails to maintain, protect or properly care for the Vehicle as required by the Contract;
- (e) fails to maintain the Vehicle's required Warrant of Fitness, registration or insurance where required under the Contract;
- (f) sells, transfers, gives away, disposes of, conceals or otherwise deals with the Vehicle in a manner inconsistent with or prejudicial to the Lender's security interest;
- (g) damages, endangers, conceals, impairs or otherwise prejudices the Lender's security interest; or
- (h) otherwise breaches a term of the Contract.

Default Reporting

If you fail to meet your commitments under the contract the Lender may provide information about that default to Equifax NZ, or any other such Credit Agency, for credit reporting purposes who may give information about the default to their 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 \$2.50 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) An Attendance Fee, starting at \$75.00 will be charged if the Lender is required to physically visit you or your residence you will be charged per visit. A travel fee may be charged in this instance also.
- (v) Default Communication Fee of \$7.00 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) If we take any action to enforce this Agreement, recover any amount owing, protect or enforce our security interest, including repossessing, recovering or selling any secured property, or otherwise exercise our rights under this Agreement or at law, you must immediately pay all reasonable costs, expenses, fees and disbursements incurred by us on a solicitor-client basis.
These costs include, without limitation, reasonable legal costs (including solicitor-client costs), court costs, Disputes Tribunal costs, debt collection fees, tracing fees, repossession costs, storage costs, valuation fees, auctioneer fees, process server fees, agent fees, locksmith fees, transport costs, insurance costs, investigation costs and any other reasonable costs incurred in enforcing this Agreement or exercising our rights and remedies.
For the avoidance of doubt, enforcement costs may be incurred and charged before, during or after legal proceedings, whether or not judgment is obtained.
All such costs, expenses, fees and disbursements will be payable by you on demand and may be debited to your account as they are incurred or 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)

We would also encourage you to make contact with an Independent Financial Mentor or Budgeting Advice Service. Confidential advice is offered free of charge by many organisations including:

The Salvation Army www.salvationarmy.org.nz 0800 530 000

Christians Against Poverty www.capnz.org 0508 227 111

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 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 (FSCL) – A Financial Ombudsman 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 Ltd (FSCL) – A Financial Ombudsman Service

Phone: 0800 347 257 or (04) 472 3725

Website: 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

Signed as Borrower
