



Welcome
to Finance Now.

THERE'S LOTS TO ENJOY,
YOUR WAY.

finance
NOW
Money your way

Keep this contract in a safe place.

Glad we could help!

Thanks for choosing Finance Now Ltd (FNL) as your credit provider. We're a proudly New Zealand owned and operated company (our parent company is SBS Bank, formerly Southland Building Society) and we've helped over 250,000 Kiwis like you get what they want since 2000.

NEED TO TALK TO US?

If you've got any questions about your recent finance purchase or you would like to update your personal details (like your address or contact numbers), just talk to our friendly customer service team.

CALL FREE
0800 40 50 70

EMAIL
customer@financenow.co.nz

eMoney – MANAGE YOUR FINANCES ANYTIME, ANYWHERE.

Just visit financenow.co.nz and register online for our free text/ internet service (your details will need to match the ones we have on file). Once verified, you can access your account balance anytime, anywhere. Just login online or text 'BAL' to 580. Signing up only takes 5 minutes.



MAKE AN ADDITIONAL PAYMENT.

You can make additional payments at any time by depositing funds into our Westpac Bank account: 03-0931-0358991-00.

You must include your FNL Account Number as the Reference Number on any deposit made as shown below.

You will receive your FNL Account Number shortly with a welcome letter sent to the address on your contract. We recommend you write it in the box below for quick reference.

BRANCH NAME (NAME OF CREDIT PROVIDER)		TRANSFER FROM ACCOUNT NO.	
		\$	
FNL Account number here		Bank Account number here	

MY FNL ACCOUNT NUMBER IS:

Please make sure you read the full Terms and Conditions in this booklet and keep in a safe place. There's lots of important information you need to know.

Did you know...

we can help you
in other ways too?

PERSONAL LOANS

You never know when you might need a helping hand to get something you really want.

- ♦ Family holiday
- ♦ New or second car
- ♦ Home renovation
- ♦ Consolidating your bills and credit cards into one convenient loan

Whatever it is, you can apply for a Finance Now secured or unsecured personal loan from \$1,000 to \$20,000.

We pride ourselves on providing 'money your way' – with competitive interest rates, flexible terms and payments to suit your pocket. And because you're now a FNL customer, it'll be quick and easy as we simply just have to update your existing details. You can have the money in 24 hours.

Simply apply online or call
0800 299 399.



INSURANCE

We offer a range of retail and personal insurance products supplied by trusted companies to suit your needs.

- ♦ Provide stability with Payment Protection Insurance
- ♦ Care for your family with comprehensive life insurance
- ♦ Safeguard your assets against unexpected loss
- ♦ Protect your motor vehicle against damage and theft
- ♦ Cover yourself against expensive mechanical repairs

To find out more, visit
financenow.co.nz or call our
helpful personal lending team
on 0800 299 399.

BUSINESS FINANCE

Our Rental and Term Loan products can help your business get what it needs now. Free up working capital and cash flow while being tax effective.

Talk to us about which
is right for your business.
Call 0800 365 287 now.

Finance Now standard credit criteria and fees apply.
Consult your tax specialist to clarify tax benefits that
apply to your business.

finance
NOW Money your way

About us.

Finance Now was founded in 2000 to provide people just like you with a wide range of personal, quick, hassle-free financial products and services. Over 250,000 Kiwis have already trusted us to see them right.



We're a local company, 100% owned and operated by Kiwis – and proud of it. Our parent company is SBS Bank (formerly

the Southland Building Society), a company that, like ourselves, puts people first. Established in 1869, SBS is New Zealand's largest building society. SBS officially received bank registration on 7th October 2008 and has assets of over \$2.8 billion.

Finance Now is a participant of the Banking Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues. Finance Now is bound by the Banking Code of Conduct. For further details see their web site www.bankomb.org.nz.

SECTION 1: CREDIT SALES AGREEMENT TERMS AND CONDITIONS

1. **Sale of Goods**
- 1.1 We agree to sell to you the Goods on the terms and conditions set out in this Section 1 and the General Terms and Conditions set out in Section 3.
2. **Ownership and Possession of Goods**
- 2.1 Until you have paid all the monies that are due under the Agreement (or any modification to it) and completely performed all obligations on your part contained or implied in this Agreement, ownership of the Goods remains with us and does not pass to you either wholly or in part and you grant to us a security interest in the Goods as security for the payment of the Secured Monies, including the Amount Financed and the performance of all covenants, conditions or agreements contained herein.
3. **Payments**
- 3.1 You agree to pay the Balance Payable as follows:
- (a) By paying the cash portion of the deposit (if any) to the Vendor on the date of this Agreement;
- (b) By forthwith delivering to the Vendor any goods in respect of which a trade-in allowance has been made which you agree shall be the unencumbered and our exclusive property, and we shall apply such allowance on account of the deposit, and you will pay the balance to us;
- (c) Either as provided for in the Payment Schedule; or
- (d) Upon demand as and when provided for in the Agreement.
4. **Repossession**
- 4.1 In addition to the right to repossess the Goods upon your default in accordance with clause 20 of the Agreement, we also have the right to repossess the Goods at any time without notice where we have reasonable grounds to believe that the Goods have been or will be destroyed, damaged, endangered, disassembled, removed or concealed contrary to the provisions of the Agreement in accordance with section 7(2) of the Credit (Repossession) Act 1997.
5. **Removal from Purchaser's premises**
- 5.1 You shall not remove the Goods from your address without first notifying us in writing. Breach of this clause may trigger clause 7(2) of the Credit (Repossession) Act 1997 and the goods may be deemed "at risk" by us.

SECTION 2: LOAN AGREEMENT TERMS AND CONDITIONS

6. **Provision of Advance**
- 6.1 We agree to advance to you the Amount Financed on the terms and conditions set out in this Section 2 and the General Terms and Conditions set out in Section 3.
7. **Grant of Security**
- 7.1 Where the Agreement is a Secured Loan Agreement, in consideration of us advancing the Amount Financed to you, you:
- (a) Grant to us a security interest in respect of your right, title and interest in the Property, where the details of the Property have been completed; and/or
- (b) Agree to mortgage all of your estate or interest in the land, where the details of the land have been completed, as security for the repayment of the Secured Monies including the Amount Financed and all other monies payable under the Agreement and the performance of all covenants, conditions and agreements contained or implied herein.
8. **Payments**
- 8.1 You agree to pay us the Balance Payable as follows:
- (a) Either as provided in the Payment Schedule set out in the Disclosure Statement; or
- (b) Upon demand as and when provided for in the Agreement.
9. **Your Undertaking in Relation to Land**
- 9.1 Where the Agreement is a Secured Loan Agreement and all or any part

of the Property is Land:

- (a) You shall upon demand by us, execute a registrable Memorandum of Mortgage over the Land in favour of us in the form required by us; and
- (b) The terms of the Memorandum of Mortgage shall form part of the Agreement.
10. **Your Undertakings in Relation to Vehicles**
- 10.1 Where the Agreement is a Secured Loan Agreement and all or any part of the Property is a Vehicle:
- (a) The insurance to be effected under clause 17.1(a) shall be insured under a usual motor vehicle comprehensive policy covering (inter alia) loss or damage by fire, collision or theft and you will keep us indemnified against all losses or damage to the Vehicle and from all claims arising out of accidents either to any person or vehicle caused by the Vehicle or the driver thereof; and
- (b) You will, at your expense and during the continuance of the Agreement:
- (i) keep the Vehicle duly registered and a warrant of fitness subsisting in respect thereof and shall not allow any unlicensed or disqualified person to use the same and will, whenever required, produce to us or our agents any such certificate or licence as aforesaid and receipts for all such payments;
- (ii) pay all fines, payments for licences, taxes and other charges payable in respect of the Vehicle and will not alter, deface or conceal any name plate, number plate, words or numbers on the Vehicle;
- (iii) maintain the Vehicle in good operating repair and condition;
- (iv) replace all defective or worn out parts of the Vehicle. All accessories and replacement parts and any additional thing or material which is now or at any time during the continuance of the Agreement is attached to the Vehicle, forms part of the Vehicle and is the property of us subject to the Agreement;
- (v) operate and use the Vehicle properly in accordance with manufacturer's instructions and/or only for the purpose intended by the manufacturer and having regard to the design capabilities and limitations of the Vehicle;
- (vi) advise us immediately of any loss or damage to the Vehicle;
- (vii) allow us and our employees or agents to inspect and test the Vehicle at any time, on being given reasonable verbal or written notice;
- (viii) comply with all laws affecting the Vehicle or its possession or use, including:
- (ix) not make any alterations to or modify the Vehicle without the previous written consent of us; and
- (x) punctually pay all money payable for work done to, and accessories and replacement parts supplied for, the Vehicle and will discharge all liabilities in respect of such work, accessories and replacement parts.
11. **Collateral Securities**
- 11.1 The Agreement is collateral with and given to secure the same monies as are intended to be secured by all other deeds, securities, documents and agreements given to us by any party to secure the Secured Money to the intent that a default under any one security under the Agreement shall be a default under the other but any release shall not operate as a release of any other security.
- 11.2 We may pursue our remedies and exercise our powers under the Agreement or the said collateral securities separately or concurrently.
- 11.3 You will perform and observe all the terms of every such collateral security.
12. **Application**
- 12.1 These Terms and Conditions apply to all of your Agreements with us, whenever those Agreements were entered into. To the extent there is any inconsistency or conflict between these Terms and Conditions and any previous terms and conditions disclosed by us to you, these Terms and Conditions will apply and you agree, to the extent applicable, that the adoption of these Terms and Conditions will constitute an agreed variation of any existing Agreements you have with us.

SECTION 3: GENERAL TERMS AND CONDITIONS

13. **Payments**
- 13.1 You agree to pay any credit fees and charges set out in the Disclosure Statement and all other payments due under the Agreement at the times required under the Agreement.
- 13.2 Receipt by us of any cheque or direct credit shall not be deemed to be payment or conditional payment until cleared and shall not prejudice or affect our rights, powers or remedies under the Agreement.
- 13.3 If any payment is due on the 29th, 30th or 31st day of any month and there is no corresponding day in any month, the payment shall be due and payable on the last day of the month. If any payment is due on a day which is not a working day, the payment shall be due the prior working day.
14. **Full Prepayment**
- 14.1 If you repay the entire Balance Payable prior to the last payment date as set out in the Disclosure Statement, you will be liable to pay:
- (a) The outstanding balance of the Amount Financed;
- (b) All accrued interest and charges to the date of payment including the day of payment;
- (c) An Early Termination Fee of the amount set out in the Disclosure Statement; and
- (d) Administration costs/fees of the amount set out in the Disclosure Statement, less an amount equal to a proportionate rebate of the premium paid under any consumer credit insurance financed under the Agreement and arranged by us (if any).
15. **Default Interest**
- 15.1 If you fail to make any payment (whether interest or otherwise) due under the Agreement on the due date or upon demand in accordance with the Agreement, you shall pay to us interest on the amount thereof from the due date or the date demand was made until the date of payment at the default rate as set out in the Disclosure Statement.
- 15.2 The default rate shall apply both before and after judgment.
16. **Your Warranties**
- 16.1 You represent and warrant to us that:
- (a) The Agreement can be validly entered into, constitutes your legal, valid and binding obligations and is enforceable in accordance with its terms;
- (b) All statements and information (including financial information) are true and fairly represent your position (financial and otherwise);
- (c) Where the Agreement is a Credit Sale Agreement, the Goods are free of any security interest in favour of any other person; and
- (d) Where the Agreement is a Secured Loan Agreement except for the security granted to us contained in clause 7 of the Agreement and except as agreed with us, the Goods/Property are free of all security for the benefit of any other person.
17. **Your Undertakings in Relation to Goods/Property**
- Where the Agreement is a Secured Loan Agreement or Credit Sale Agreement:
- 17.1 Insurance:
- (a) You will keep the Goods/Property insured for full replacement value against fire, accident, theft and such other risks as we may require in your name and our name for our respective rights and interests with an insurer approved by us;
- (b) You will punctually pay the premiums for the insurance and will (if we require) deliver the policies and premium receipts to us;
- (c) We are entitled to receive all monies payable under such a policy of insurance or payable by any other person in respect of damage to or loss of any Goods/Property whether the loss is partial or total;
- (d) We may at our discretion use any such insurance monies either:
- (i) to meet the cost of repairing damage to the Goods/Property and if we require, you shall pay to us an amount equal to any excess imposed by the insurer and we will apply that amount in the same way. If the proceeds are insufficient to fully repair the Goods/Property, you shall pay any additional amount that may be necessary to complete the repairs forthwith and the Agreement shall continue in full force and effect; or
- (ii) in satisfaction of any monies payable under the Agreement (subject to such rebate as we may allow) whether or not the due date for payment has arrived. If the proceeds are more

- than the amount required to repay the amount owing then we shall pay such excess to you and if there is a deficiency, you shall forthwith pay the amount of such deficiency to us;
- (e) We may advance to you the premium for the insurance arranged pursuant to clause 17.1(a) above or any other insurance arranged by you with the parties associated with us in which case the premium shall form part of the Amount Financed provided that in the event of termination of such insurance for any reason whatsoever, any refund of any premium paid in respect of such insurance shall be payable to us; and
- (f) You shall not use or permit the Goods/Property or any part of them/it to be used contrary to the terms of any insurance policy or do or permit anything to be done which might invalidate any insurance or warranty in respect of the Goods/Property.
- 17.2 **Keep in good order and repair**
- You shall at your own expense keep the Goods/Property in good order and repair and without any exception free from damage however caused and will (as applicable):
- (a) Replace any defective or worn out parts with new parts and any such replacement parts or accessories shall upon attachment become part of the Goods/Property and subject to the security interest created by the Agreement;
- (b) Keep the Goods/Property safely housed when not in use and notify us within 24 hours of any change in location of the Goods/Property and produce the Goods/Property for inspection and/or testing by us at any location nominated by us if requested;
- (c) Ensure that at all times the Goods/Property are used solely for the purposes intended by the manufacturer and having regard to the design capabilities and limitations thereof and in accordance with the manufacturer's instructions within the rated capacity of the Goods/Property; and
- (d) Not make any alterations to or modify the Goods/Property without our prior written consent nor allow the Goods/Property to become an accession (other than to other Goods/Property) or become attached to land or buildings in such a way as to become a fixture (other than to the Land).
- 17.3 **No sale, charge etc.**
- You shall not sell, transfer, charge, mortgage, pledge, hire, or give up possession of the Goods/Property (or attempt to do any of those things) or otherwise deal with the Goods/Property without first obtaining our written consent.
- 17.4 **Comply with all laws**
- You shall comply with the provisions of all laws affecting the Goods/Property or the use or possession thereof and shall keep the Goods/Property registered or licensed in accordance with all relevant requirements.
- 17.5 **Removal from New Zealand**
- You shall not remove the Goods/Property from New Zealand without first obtaining our written consent.
18. **Installation of Goods/Property**
- 18.1 If some or all of the Goods/Property require/requires installation and you do not own the premises where the Goods/Property are/is to be installed or, where the Goods/Property are/is to be installed in, or affixed to, other Goods/Property, and you do not own those other goods, you will arrange for the owner of the premises or the other goods, as the case may be, to consent to the installation or affixation of the Goods/Property and you confirm that the owner has no claim to the Goods/Property (notwithstanding the installation or affixation) and you agree to indemnify us against any loss resulting from any claim by the owner against us.
- 18.2 You indemnify us against any claim that may be made by the owner of the premises or the other goods arising from the installation or affixation of the Goods/Property as described above.
- 18.3 The manner by which the Goods/Property are/is installed does not make them a fixture to any land, building or vehicle and our rights to repossess the Goods/Property shall not be affected by the method of affixation. Where the Goods/Property are/is repossessed, we will not be liable to any party for damages caused through the removal. You

- indemnify us against any actions, claims, damages or losses resulting from the removal of the Goods/Property or from any claim that the Goods/Property constitute/constitutes a fixture.
- 19. Inspection of Goods/Property**
- 19.1 We and our employees or agents shall be entitled at all reasonable times to inspect the Goods/Property on giving reasonable verbal or written notice.
- 20. Contracting out of PPSA Rights**
- 20.1 You:
- Acknowledge that where we have rights in addition to, or existing separately from, those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA;
 - Agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to the Agreement, or the security granted under the Agreement;
 - Waive your right to do any of the following:
 - receive notice of our proposal to retain any collateral under section 120(2) of the PPSA or object to such proposal under section 121;
 - not have collateral damaged when we remove an accession under section 125 of the PPSA;
 - receive notice of the removal of an accession under section 129 of the PPSA;
 - apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA; and
 - receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by this Agreement; and
 - Any term used in this clause which has a defined meaning given in the PPSA, shall take that meaning.
- 21. You must Notify Change of Name and Address**
- 21.1 You shall not change your name without first notifying us in writing of the proposed name change and new name at least 7 days before the change takes effect.
- 21.2 You shall immediately give written notice to us of a change of address.
- 22. Protection of our Interests**
- 22.1 In the event that:
- You shall fail to perform any of your obligations contained in the Agreement; or
 - We shall consider it necessary or desirable to pay any money or incur any expense (whether in the course of taking possession of or selling the Goods/Property or otherwise) in order to protect our rights under the Agreement,
- then we may perform such obligation, pay such money, or incur such expense and any monies paid or expenses incurred by us for any such purpose shall form part of the Secured Monies and shall be payable by you to us upon demand and by us.
- 22.2 You indemnify us against every claim by any person relating to the Goods/Property or the use thereof.
- 22.3 In the event that we incur any loss, liability or expense in respect of the Agreement or the Goods/Property (including any claims or costs resulting from the use, operation and/or keeping of the Goods/Property) then the amount thereof shall be payable by you to us upon demand and by us.
- 23. Payment of Costs**
- 23.1 You must pay to us all legal fees, costs, charges and disbursements (including costs as between solicitor and own client) sustained by or incurred by or charged to us:
- In connection with or incidental to the preparation of the Agreement and any modification, renewal and discharge thereof and of any Property security (including the registration of any financing statement or financing change statement); and
 - In obtaining or attempting to obtain payment of all or any part of the monies payable by you in terms of the Agreement including enforcing or attempting to enforce any remedy or power expressed or implied in the Agreement.

- 24. Default**
- 24.1 You are in default if any of the following events occur:
- You fail to make a payment of all or any of the Secured Monies by the due date;
 - You default in the observance or performance of any provision contained or implied in the Agreement;
 - You are in default under any other agreement you have with us;
 - In our opinion you are in breach of any warranty or have made any false representation or warranty which has affected our decision to enter into the Agreement;
 - If distress or execution is levied or issued against the Goods/Property, or any notice is received by you under the Land Transport Act, which we consider may, in our discretion, be detrimental to our security;
 - If at any time any judgment of any court against you remains unsatisfied for more than 7 days;
 - If any lien is lawfully claimed over the Goods/Property;
 - If you commit or suffer any act of bankruptcy, or become insolvent;
 - If a receiver is appointed in respect of any of your assets;
 - If you make an assignment to or composition with your creditors;
 - You are a partnership and any change occurs in the composition of the partnership without our consent;
 - If any insurance policy in respect of the Goods/Property is cancelled by you or the insurer;
 - If, in our opinion, you are unable to pay or do not pay your debts as they become due and payable;
 - You abandon the Goods/Property and the Goods/Property are/is "a trick" (as determined in accordance with section 109(2) of the PPSA or as determined in accordance with section 7 of the Credit (Repossession) Act 1997 (as applicable)); or
 - You die or become of unsound mind.
- 24.2 If you are in default then subject to the requirements of any applicable law, we may:
- Call up and compel payment of all monies for the time being owing under the Agreement notwithstanding that the time or times for payment may not have arrived;
 - Where the Agreement is in relation to consumer goods, enter the premises where the Goods are held and repossess and sell the Goods in accordance with the provisions of the Credit (Repossession) Act 1997 subject to your right to reinstate the Agreement and your right to settle the Agreement conferred by sections 28 and 31 of the Credit (Repossession) Act 1997;
 - Where the Agreement is not in relation to consumer goods, exercise any or all rights conferred on us under Part 9 of the PPSA;
 - Where the Agreement is a Secured Loan Agreement, we may enter by force into any land or premises where any Property may be and take possession of such Property and sell and dispose of it by private sale or public auction on such terms and conditions as we see fit; and/or
 - Lodge notice of such default with all credit reporting agencies operating in any applicable jurisdiction.
- 24.3 In addition, you indemnify us against all actions, claims, costs, damages or losses resulting from the exercise of our rights under this clause provided that where applicable, we exercise such rights in accordance with the provisions of the Credit (Repossession) Act 1997.
- 25. Refunds**
- 25.1 Where, at the date the Agreement terminates, a credit is due to you through you having overpaid any amount due under the Agreement, then we may deduct a processing fee from such overpaid amount before refunding that amount to you.
- 26. Appointment as Attorney**
- 26.1 You and the Guarantor (if any) each irrevocably appoint us and each of our directors and managers for the time being, severally, to be the attorney of you to do all such things as we may consider in our sole discretion to be necessary or desirable in order to protect fully our interests under the Agreement (including for the avoidance of doubt) anything necessary to protect, secure or enforce any security granted to us under this Agreement, including any documents required under clause 9.1(a).

- 27. Our Right of Set-off**
- 27.1 We may at any time without notice set-off against any money owing by us to you (including any credit balance in any account of yours held with us) any debt or liability of you to us on any account however arising provided however that no set-off for the purposes of computation of interest will be allowed between any money owing to us under the Agreement and any credit balance or other entitlement that you may have in any other account with us.
- 27.2 Subject to any applicable law you must pay all amounts due under the Agreement in full without any deduction or set-off whatsoever.
- 28. Notices**
- 28.1 Notices under the Agreement may be given in accordance with section 185 to 189 of the PPSA (and for this purpose where the Agreement is an Unsecured Loan Agreement it shall be treated as a security agreement) or as the case may require, the Credit (Repossession) Act 1997 or the Act. You agree that any notice not required to be given in writing may be given verbally to you or to any other person present where the Goods/Property are/is held.
- 29. Assignment**
- 29.1 We may assign our rights under the Agreement to any other party without restriction.
- 29.2 If we so assign the Agreement then you are directed to pay all monies due under the Agreement to the assignee or as the assignee directs. You agree that we may disclose any information or documents we consider desirable (including any "personal information") as that term is defined in the Privacy Act 1993 and any credit-rating information to a potential assignee.
- 29.3 Your rights under the Agreement are personal to you and may not be assigned.
- 30. Variation**
- 30.1 The Agreement may be varied by agreement between the parties, subject to our written confirmation of such variation and to compliance to the extent necessary with all applicable law. A variation of any provision of the Agreement shall not prejudice or affect any other provision of the Agreement.
- 30.2 We may vary any credit fees and charges, or default fees and charges applicable to the Agreement, at any time, upon written notice to you (such notice to be in accordance with the Act if applicable).
- 31. Further Assurance**
- 31.1 You agree that you will, at our request made at any time and at your cost in every respect, execute such additional or replacement security agreements or amendments to security agreements as we may reasonably require for the purpose of ensuring that we have at all times a perfected security interest in the Goods/Property with the priority ranking required by us and whether in connection with PPSA or otherwise.
- 32. No waiver**
- 32.1 Our rights under the Agreement shall remain in force notwithstanding any waiver, neglect or forbearance on its part.
- 33. Trustees**
- 33.1 If any individual Purchaser/Borrower enters into the Agreement as a trustee of a trust named in the Agreement then that person:
- Warrants to us that the trustee named as Purchaser/Borrower have the power and authority as trustees of the trust to enter into the Agreement and that they are doing so for a proper purpose;
 - Undertakes to use his or her best endeavours to ensure that, on the appointment of any new or replacement trustee of the trust, that trustee will enter into an acknowledgement in our favour that he or she is bound by the terms of the Agreement;
 - Undertakes that if he or she ceases to be a trustee of the trust he or she will immediately inform us of this in writing;
 - Agrees that if he or she is named in the Agreement as an Independent Trustee he or she is liable only the extent of an amount equal to the value of the assets of the trust available from time to time to meet his or her liability, to which shall be added the sum (if any) by which the value has been diminished by any breach of trust caused by his or her wilful default or dishonesty; and

- (e) Acknowledges and agrees that where the trust is a family trust:
- the Agreement will not be a consumer credit contract under the Act;
 - the Purchaser/Borrower does not have any of the rights of a debtor under a consumer credit contract under the Act; and
 - nothing in the Agreement which refers to or incorporates provisions of the Act (including, but not limited to, the statement of right to cancel set out in the Disclosure Statement) is intended to imply that the Purchaser/Borrower has rights which the Purchaser/Borrower would not otherwise have under the Act.
- 34. Guarantee and Indemnity**
- 34.1 In consideration of us agreeing to enter into the Agreement at the request of the Guarantor, the Guarantor (if any):
- Guarantees to us, its successors and assigns, payment of all monies payable by you and the due and proper performance of your obligations contained or implied in the Agreement;
 - Acknowledges that the liability under this guarantee shall not be affected by reason of any time or other indulgence granted to you or the Guarantor or by variation of the Agreement or by you and us entering into a new agreement, and may be enforced by us without us being required to first exhaust any remedy against you or enforce any security we may hold;
 - Acknowledges that this is a continuing guarantee until actual payment and fulfilment by you of your obligations under the Agreement;
 - Acknowledges that the Guarantor has been advised to obtain independent advice in respect of his or her liability under this guarantee; and
 - As a separate and independent agreement, the Guarantor shall hold us fully indemnified at all times against loss or damage which we may suffer or incur as a result of entering into the Agreement, as if the Guarantor was liable as the principal obligor and not merely as a surety.
- 34.2 Where the Agreement is a Secured Loan Agreement and the Guarantor is the owner of the Property all representations, warranties and undertakings relating to the Property shall apply as if they were made by the Guarantor and the Guarantor acknowledges that he or she shall be liable for them as the principal obligor.
- 35. Continuing Disclosure**
- 35.1 We are not required to make continuing disclosure of the details of your Agreement under the Act in circumstances where each advance is of a known amount on the date that your Agreement is made and payments are to be made in accordance with a specified schedule of payments set out in your Disclosure Statement.
- 36. Privacy Act 1993**
- 36.1 You acknowledge that the information that we obtain about you will be used for the purposes of:
- Assessing your current and on-going creditworthiness;
 - Administering, financing, insuring and enforcing your contract(s);
 - Maintaining the integrity and effectiveness of our credit records and those of credit reference agencies; and
 - Marketing goods and services provided by us and our assigns, related companies and other companies/entities approved by us.
- 36.2 You irrevocably authorise us for any and all of the foregoing purposes:
- To obtain information that is reasonably required concerning you, from any source including, but not limited to, credit reporting agencies, employers, past and current credit providers, and you hereby permit all of these parties to provide such information;
 - To collect, retain and use the information;
 - To provide the information to brokers and insurers providing insurance services incidental to your contract(s); and
 - In the event of your default, to provide the information (together with details of your dealings with us) to credit reference agencies and to any person providing services to us in connection with your contract(s).
- 37. GST**
- 37.1 For the purposes of the Goods and Services Tax Act 1985 ("the GST Act"):

- (a) You covenant with us that where you have answered "no" to the GST declaration contained in the Agreement, the Goods have been acquired for private or domestic use only and will not be used in the course or furtherance of any taxable activity. You further covenant that any supply of the Goods (if the Goods were sold by you) would not be a taxable supply and you acknowledge that we may rely on this covenant for the purposes of section 5(2) of the GST Act; and
- (b) You shall give written notice of your GST number to us immediately if, during the term of the Agreement, you become liable to be registered for GST purposes.

38. Interpretation

38.1 In the Agreement:

- (a) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter genders;
- (b) Where you or the Guarantor (if any) is more than one person, then your obligations or the Guarantor's obligations, as the case may be, shall be joint and several and notice to one shall be deemed to be notice to all (subject to the provisions of any relevant legislation) provided that where consumer credit insurance is arranged by us, you are more than one person and the policy is a single policy, the insured under such policy shall be deemed to be the first-named Purchaser/Borrower unless otherwise agreed by us;
- (c) Where you are more than one person, you acknowledge that we may offer additional services to account holders, such as our account web service and account text service, and that these services may be registered for, and used by, only one joint account holder, with or without the knowledge of any other joint account holders. Joint account holders will be jointly and severally liable for all actions undertaken by other joint account holders in relation to these services. The terms and conditions for the account web service and the account text service, and any other account-linked services offered by us, are available on our website, or on request;
- (d) A reference to an Act of Parliament or Regulations means a reference to that Act or those Regulations, or any re-enactment thereof together with any amendments thereof; and
- (e) A reference to the Agreement includes any variation or modification thereof.

39. Definitions

39.1 In the Agreement:

"accession" has the meaning ascribed to that term in the PPSA.
 "Act" means the Credit Contracts and Consumer Finance Act 2000.
 "Agreement" means the relevant Disclosure Statement together with these Terms and Conditions.
 "Amount Financed" has the meaning ascribed to that term in the Disclosure Statement.
 "Balance Payable" has the meaning ascribed to that term in the Disclosure Statement.
 "Creditor", "we" or "us" means BNZ or the Vendor (Dealer), as the case may be.
 "Disclosure Statement" means the Secured Loan Agreement Disclosure Statement, the Unsecured Loan Agreement Disclosure Statement or the Credit Sale Disclosure Statement, whichever is applicable.
 "Early Termination Fee" has the meaning ascribed to that term in the Disclosure Statement.
 "Goods" means any goods described in the Disclosure Statement.
 "Payment Schedule" means the schedule of payments in the Disclosure Statement.
 "Property" means the Goods, Land, Vehicle or any other tangible assets described in the Disclosure Statement as being subject to a security interest and includes any Goods, Land, Vehicle or other tangible assets acquired in replacement for or as additions or accessions to those Goods, Land, Vehicle or other tangible assets (as the context requires).
 "Land" means any land described in the Disclosure Statement.
 "PPSA" means the Personal Property Securities Act 1999.
 "Secured Monies" means the monies owing under the Agreement and all other monies, costs, charges, interest, expenses and fees, both

accrued and contingent, now or at any time owing to us by the you on any account whatsoever.
 "security interest" has the meaning given to it under the PPSA.
 "security" includes a security interest, mortgage, charge, lien, pledge or any other thing having a similar effect.
 "Terms and Conditions" means these terms and conditions.
 "Vehicle" means any vehicle described in the Disclosure Statement.
 "working day" has the meaning given to that term in the Act.

STATEMENT OF RIGHT TO CANCEL

The Act gives you a right for a short time after the terms of this Agreement have been disclosed to you to cancel the Agreement.

How to cancel

If you want to cancel this Agreement you must give written notice to us. You must also:

- (a) Return to us any advance and any other property received by you under the Agreement (but you cannot do this if you have taken possession of any Goods or if you bought any property at a auction or if the contract is for the sale of services that have been performed); or
- (b) Pay the cash price of the property or services within 15 working days of the day you give notice.

Time limits for cancellation

If this Agreement is handed to you directly you must give notice that you intend to cancel within 3 working days after you receive the documents. If this Agreement is sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 5 working days after the electronic communication is sent.

If this Agreement is mailed to you, you must give the notice within 7 working days after it was 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 Agreement we can charge you -

- (a) The amount of any reasonable expenses we had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc.); and
- (b) Interest for the period from the day you received the property or services until the day you either pay the cash price for the property or services or return the property to us.

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 Act that you do not understand, if there is a dispute about your rights, or if you think that we are being unreasonable in any way, you should seek legal advice immediately.

Things you should know:

- Please check your contact details and the disclosure details are correct.
- Please ensure you contact us if you change any address or telephone numbers.
- If you cannot make your agreed payment by the due date, call us free on 0800 30 60 90 to discuss options.
- You are responsible for all servicing and maintenance costs of any of the listed security – vehicle or retail goods.
- Note your payment due dates carefully to maintain a good credit rating.
- If you wish to settle your account with a lump sum payment, contact us on 0800 40 50 70.
- Any goods used for security must be covered by an insurance policy and stored in a safe place.
- You cannot sell or gift the security listed in the agreement until the account is settled in full or you've received written permission from us.
- Please ensure you're the intended user of the goods and they are kept at your address detailed on the contract.
- If you selected weekly or fortnightly payments, they'll start one week/fortnight from when we receive your finance contract from the retailer or pay out your personal loan.
- If you wish to upgrade the security used for whatever reason, then please contact us so we can arrange some flexible finance options for you.

Please make sure you read the full Terms and Conditions in this booklet. There's lots of important information you need to know.