

Hawera Finance Limited  
 PO Box 238  
 Hawera  
 Taranaki 4640  
 (06) 278 0042

**CREDIT CONTRACT  
 and  
 DISCLOSURE STATEMENT**

Mr Joe Bloggs  
 23 Some Street  
 Sometown  
 Somewhere 9999

<b>Loan Number</b>	MV1000
<b>Effective date of Statement</b>	1 January 2013

<b>Account Name</b>	Bloggs, Joe
<b>Account Type</b>	Motor Vehicle

**IMPORTANT INFORMATION**

The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this credit contract and disclosure statement in a safe place.

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. **Note that strict time limits apply.**

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

You may send notices to the creditor by: <ul style="list-style-type: none"> <li>• Writing to the creditor at its postal address; or</li> <li>• Sending a fax to the number specified (if any); or</li> <li>• Sending an email to the address specified (if any).</li> </ul>	<b>Name:</b>	<b>Hawera Finance Limited</b>
	<b>Physical Address:</b>	<b>12 Wellington Street Hawera Taranaki 4610</b>
	<b>Postal Address:</b>	<b>PO Box 238 Hawera Taranaki 4640</b>
	<b>Fax:</b>	<b>(06) 278 9195</b>
	<b>Email:</b>	<b>admin@hawerafinance.com</b>

**FULL NAME AND ADDRESS OF DEBTORS.** This is the person responsible for making payments to the creditor.

<b>Debtor</b>	Mr Joe Bloggs 23 Some Street Sometown Somewhere 9999	
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## CREDIT DETAILS

### Initial unpaid balance.

This is the amount you owe at the date of this statement (including any fees charged by the creditor).

\$1,295.00 made up of:	Cash Price	\$1,000.00
	Establishment Fee	\$195.00
	Vehicle Information Report	\$20.00
	Veda Credit Report	\$40.00
	PPSR Fee	\$20.00
	FSP Levy	\$20.00

### Subsequent advance(s)

There are no subsequent advances.

### Total advances

This is the total amount of all advances made or to be made to you.

\$1,000.00

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

55 weekly payments

54 weekly payments of \$30.00 beginning on 27/08/2013

Final payment of \$16.11 on 9/09/2014

### Total amount of payments

\$1,636.11

### Method of Payment

Payment to be made by Automatic Payment.

## INTEREST

### Annual interest rate:

20.0000% fixed for the whole of the contract, being 55 Weeks.

Monthly interest rate: 1.666666666667%

### Total interest charges

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

\$146.11

### Method of charging interest

Interest charges are calculated and charged at the end of each month by multiplying the average unpaid daily balance for the preceding month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12.

## CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract.

Your credit contract may allow the creditor to vary this/these fee(s) and charge(s). Withdrawal fees for loan top ups are as agreed between the parties per transaction; typically this fee is the greater of 12% of the sum advanced, or the fixed fee below.

Monthly Administration Fee; \$15.00; Every End of Month.

Withdrawal Fee; \$80.00 per additional advance made to you.

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

## CONTINUING DISCLOSURE.

The creditor may be required to provide you with regular statements. The statements will give you information about your account.

Statements will be provided at the end of every third month.

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

### Security interest

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.** The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

Motor Vehicle	Registration : XXXXXX Make & Model : Honda Odyssey Year : 1999 Colour : Red VIN : XXXXXXXXXXXXXXXXX Chassis : XXX-XXXXXXX
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Miscellaneous	APAHAPP All Present And Hereafter Aquired Personal Property
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If this security is Land, then it includes any Land which the borrower(s) own in the future.

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

And otherwise all present and after acquired Personal Property of the borrower(s)

### Default interest charges and default fees

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

Default interest is charged from the time you fail to make a due payment until the arrears are paid.

Default interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Interest is charged to your account at the end of each month.

Annual Default Interest rate is 26.0000%.

#### Default fees:

\$1.00 per day, charged at the end of each month.

Repossession Authority (RA) Letter Fee; \$20.00 fee per letter sent

Pre-Possession Notice (PN) Letter Fee; \$15.00 fee per letter sent

Part Payment (Pre-Possession) (PPPN) Letter Fee; \$25.00 fee per letter sent

Second Reminder Letter (R2) Letter Fee; \$3.00 fee per letter sent

Part Payment (Reminder) (PPR) Letter Fee; \$10.00 fee per letter sent

First Reminder Letter (R1) Letter Fee; \$5.00 fee per letter sent

Post Possession Notice (POST) Letter Fee; \$20.00 fee per letter sent

All other Costs Associated with Debt Collection

## FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate the creditor for any loss resulting from the full prepayment. The creditor may have suffered a loss if the creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the creditor for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004

Administrative costs/ fees: \$20.00

## RIGHT TO CANCEL

### Statement of right to cancel

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

### How to cancel

If you want to cancel this contract you must give written notice to the creditor.

You must also:

- a. return to the creditor any advance and any other property received by you under the contract (but you cannot do this if you have taken possession of any goods or if you bought any property at an 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 the disclosure documents are handed to you directly you must give notice that you intend to cancel within 3 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 5 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 7 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

### What you may have to pay if you cancel

If you cancel the contract the creditor can charge you:

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

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately.

## DEBTOR'S SIGNATURE

Signed as Debtor

\_\_\_\_\_  
Mr Joe Bloggs

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Address

## CREDITOR'S SIGNATURE

Signed on behalf of Creditor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Address

## TERMS AND CONDITIONS

### SCHEDULE B - GENERAL TERMS AND CONDITIONS and POWER OF ATTORNEY

#### The Borrower agrees and acknowledges:

1. This document when executed by the Borrower and Guarantor (if any) takes effect as a Deed.
2. For more effectually enabling the Lender to obtain the benefits of the covenants contained herein the Borrower hereby irrevocably nominates, constitutes and appoints the Lender to be the true and lawful attorney of the Borrower to do all things which the Borrower covenants to do, sign all such instruments, deeds, notices, applications, transfers and other documents, and execute and perform all transfers, mortgages and other documents under the Land Transfer Act 1952 or otherwise and all such acts, deeds, matters and things as shall be necessary or, in the opinion of the Lender, reasonably required or expedient to renew or keep on foot any licence or obtain a new licence and in his name and on his behalf to do and execute all acts and documents which may be necessary to protect fully the security afforded by these presents and in particular (without limiting in any way the complete generality of this power) to execute and register the mortgage referred to in Schedule D and further in the event of any default being made by the Borrower so as to entitle the Lender to exercise its powers under this security to take possession of the collateral and the Borrower hereby covenants with the Lender to ratify and confirm whatsoever the Lender shall do or purport to do pursuant to the provisions aforesaid.
3. Whenever the terms "Borrower" or "You" or "Lender" are used in this security they shall be deemed to mean and include the plural and in the case of an individual or individuals to include his, her or their executors and administrators and assigns, and in the case of a corporation to mean and include such corporation, its successors and assigns and any word importing the masculine shall also include the feminine and the neuter and vice versa in each case, and it is hereby declared that all covenants expressed and implied on the part of the Borrower shall be deemed joint and several.
4. The term "unpaid balance" means the amount owing under this contract at a particular time, being the difference between all amounts credited and all amounts debited to the Borrower under this contract at that time.
5. To pay to the Lender:
  - (a) The initial unpaid balance together with all interest thereon by making the payments as shown in the PAYMENTS section of Schedule A when due and without any deduction or set-off or counter-claim and in such a manner as the Lender requires.
  - (b) The Lender's account administration fees which are included in the periodic payments referred to above and any other credit fees as disclosed in Schedule A (Credit Fees and Charges).
  - (c) Default interest charges and default fees as disclosed in Schedule A (Default interest charges and default fees) that may become payable in accordance with the provisions of that section.
  - (d) Upon demand all costs (including legal costs as between solicitor and own client) of and incidental to the preparation, execution, registration, renewal and discharge of this Contract and any of the securities and also all monies expended or charged by the Lender as a consequence of the default or neglect of the Borrower or which the Lender considers in any way necessary to incur in the attempted protection, enforcement or attempted enforcement of the Lender's rights and remedies pursuant to this Contract of the securities.
6. This and any other securities given by the Borrower to the Lender are each collateral one with the other to the intent that a default under any one or more of such securities or under any one or more of the loan contracts entered into between the parties including any guarantee shall be a default under all of the other securities and contracts and the Lender may exercise its rights and remedies under all or any of such securities and contracts

either separately or concurrently and shall not be obliged to marshal in favour of the Borrower or any other person.

7. Notwithstanding anything expressed or implied elsewhere in this deed the Lender may from time to time without notice set off against any claim or demand the Borrower may have against the Lender or, by arrangement with such party, any party that is involved in a collateral or related contract, guarantee or arrangement, any claim or demand whatsoever that the Lender may have against the Borrower.
8. There are no circumstances known to the Borrower and not disclosed to the Lender which might be considered misleading or false in relation to the collateral, the real estate to be mortgaged, or the Borrower or which in the sole opinion of the Lender would render the implementation of the loan transaction imprudent. If, prior to making the advance, such a circumstance becomes known to the Lender or any event whatsoever occurs which in the opinion of the Lender materially affects its decision to make the advance then the Lender may at its sole discretion decline to proceed with the advance and all matters between the Borrower and the Lender shall be at an end.
9. The Borrower has not relied on any statement, representation or warranty made by the Lender in entering into this deed. Any finance broker involved in this transaction is acting solely for the Borrower and not as agent for the Lender.
10. The Lender's rights under this or any other contract or security in operation between the parties shall remain in full force and effect notwithstanding any waiver, neglect or forbearance on its part.
11. This deed may be signed in several counterparts (including by way of facsimile) which together shall constitute one document which shall be deemed to be sufficient to satisfy the requirements of Section 2 of the Contracts Enforcement Act 1956. Any party is deemed to be bound by this deed immediately upon signing it.
12. That the collateral or real estate described in Schedule A have been acquired for the private and domestic use only and will not be used in the course or furtherance of any taxable activity and that any supply of the collateral or real estate if sold by the Borrower would not be a taxable supply. The Lender may rely on this covenant for the purposes of Section 5(2) of the Goods and Services Tax Act 1985.
13. If the Borrower makes default in the performance or observance of any covenant, provision or stipulation herein, or any event or material adverse change occurs in the financial condition or stability of the Borrower or the enforceability of this deed or any other security given by the Borrower to the Lender or any Contract between the parties, the Lender may demand payment of all monies for the times being owed and unpaid under this security notwithstanding the appointed time for payment may not have arrived.
14. This deed shall be and remain security for the Lender for all monies actually or contingently owed by the Borrower including (but not by way of limitation) any "future advances" within the meaning of the Personal Property Securities Act 1999 ("PPSA") and any obligations pursuant to any guarantee.
15. The Lender may seek, collect (including by way of recorded telephone conversations), retain and use personal information about the Borrower for the purposes of assessing the Borrower's creditworthiness and administering and enforcing the Lender's rights hereunder and the Lender may provide information to and seek information from any person for these purposes. The Lender may provide information (including details of defaults hereunder) to and seek information from credit reporting agencies and other credit providers for the purposes of maintaining effective credit records.
16. The Lender is authorised to pay or apply the initial unpaid balance to the recipients or for the purposes set out in the disclosure statement or in any other document signed by the Borrower.

The Lender may at any time upon giving one month's written notice to the Borrower increase the annual interest rate or the default interest rate or the amount of any fee or fees payable under this contract, or all of them. Where any increase affects the amount of the regular periodic payments the Lender will incorporate into the variation disclosure a new schedule of payments due and the Borrower agrees to make payments in accordance with the new schedule.

### **SCHEDULE C – SECURITY INTEREST IN COLLATERAL**

The Borrower grants a Security Interest (as that term is defined in the PPSA) to the Lender in the collateral described in the Schedule ("the collateral") and the proceeds thereof and agrees:

1. If the Lender has become entitled to demand payment pursuant to clause 13 of Schedule B the Lender shall be entitled to remove and take possession of and sell (by auction, public tender, private sale or any other method which the Lender might reasonably consider to be appropriate in the circumstances) the collateral and for such purposes the Borrower hereby gives the Lender licence by its agents to enter into, and if necessary to break into, any building occupied by the Borrower where the collateral be supposed to be, and as the agent of the Borrower to enter upon the premises where the Borrower might enter upon to search for, remove and take possession of

the collateral without being liable in any way to the Borrower or any person claiming under Borrower for so doing. This clause is subject to provisions of the Credit (Repossession) Act 1997 and the PPSA, whichever is applicable.

2. The Borrower will insure the collateral and any improvements on the real estate mortgaged to the Lender against fire, accident, theft, and such other risks as the Lender may require in the names of the Borrower and the Lender for their respective interests and in respect of such of the collateral as are motor vehicles any insurance shall cover third party risks.
3. If default is made by the Borrower under 2 the Lender may without prejudice to and concurrently with the powers granted to the Lender under this security or otherwise by law so insure the collateral or any improvements on the real estate mortgaged to the Lender and the cost of such insurance shall be payable by the Borrower to the Lender and shall be debited to the unpaid balance.
4. Should any loss of or damage to the collateral or improvements on the real estate to be mortgaged to the Lender or any part thereof occur and the insurer of the collateral or improvements not repair, reinstate or replace the same, such monies as are payable under any policy of insurance shall be paid to the Lender which may at its option elect to expend such monies toward repairing, reinstating or replacing the collateral or improvements and in such event such of the collateral or improvements as are so repaired, reinstated or replaced shall be deemed to be the collateral or improvements which are secured by this security, or the Lender may elect to have such moneys as shall be payable under any such policy of insurance paid to it in discharge or partial discharge of the moneys owing under this security.
5. The Borrower indemnifies and agrees to keep indemnified the Lender against any claim by any person relating to the collateral or the use thereof.
6. If the Lender incurs any loss, liability or expense in respect of the collateral or this deed then the amount thereof plus any Goods and Services Tax (if any) shall be payable by the Borrower to the Lender upon demand and any amount so demanded shall be debited to the unpaid balance.
7. In terms of the PPSA the Borrower:
  - (a) agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to this Deed, or the security under this Deed; and
  - (b) waives the Borrower's rights pursuant to sections 121, 125, 129, 131 and 132 of the PPSA and waives the Borrower's rights to 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 Deed.

#### **SCHEDULE D – MORTGAGE OF REAL ESTATE**

1. When called upon by the Lender the Borrower shall execute at the cost of the Borrower a registrable mortgage in favour of the Lender or its assigns over the real estate described in Schedule A. The mortgage shall be the current Auckland District Law Society form of All Obligations Mortgage or such other form as the Lender may reasonably require and shall secure payment of all monies payable under this Deed and the Borrower hereby charges such property accordingly.
2. The Borrower acknowledges and agrees that the property to be mortgaged shall include the Borrower's interest in any land or other property whether real or personal and whether or not described in the Schedule A and the Borrower hereby charges all such property accordingly.
3. The Borrower hereby authorises the Lender to lodge and maintain a caveat against the title to the property in the Schedule A or referred to in the preceding clause.

#### **SCHEDULE E – GUARANTEE PROVISIONS**

The Lender having entered into this transaction at the Guarantor's request obtains the following agreements and covenants from the Guarantor:

1. That the Guarantor guarantees to the Lender payment of all money owed by the Borrower and performance of all the Borrower's obligations under this Deed.
2. If the Guarantor comprises more than one person, then those person's liability will be joint and several.
3. The guarantee will be binding on the Guarantor even if the terms of this deed are not strictly enforced against any person.
4. The guarantee will continue until all the money and obligations owed to the Lender are paid and satisfied in full.
5. Where any collateral or real estate included in the security is owned wholly or partly by the Guarantor, then the

expression "Borrower" shall include the Guarantor.

6. The Guarantor shall be deemed a principal debtor and not merely a surety.
7. The Guarantor acknowledges having been advised to obtain legal advice on the signing of this Deed and that any failure to obtain such advice is entirely a result of the Guarantor's own choice made without pressure or coercion after having sufficient time to consider.

## EXECUTION

The Borrower and Guarantor in executing this Contract acknowledge that they have been handed a copy of it including copies of any additional security documents (if any) and the Deed (if applicable) and that they understand the full nature and effect of the said documents and that they have had sufficient time to consider whether to sign them.

## DEBTOR'S SIGNATURE

**Signed as Debtor**

\_\_\_\_\_

**Mr Joe Bloggs**

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Witness Name

\_\_\_\_\_

Witness Address