

Thorn Group Financial Services Limited (Thorn) trading as Thorn Finance

Building b, 8 Business Parade South, Highbrook, Manukau 2161

PO Box 204365, Highbrook, Manukau 2161

Phone: 0800 342 584 Email: services@thornfinance.co.nz

Thorn Finance – Agreement and Disclosure Statement



L0000225596SCAGMT

Contract Number:	0000225596	Date of Disclosure:	05-February-2018
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Have you been told about your rights?

Initials ()

Before you enter into this agreement, we wish to verbally tell you about the implications of entering into this agreement and your rights to cancel this agreement. Please write your initials in the box above to confirm we've told you about your rights.

Important: why you should read this document

This document tells you the key things you need to know about your agreement with us. Section 17 of the Credit Contracts and Consumer Finance Act 2003 (CCCFA) requires us to provide you with this document.

Please read it carefully. **If there is anything you don't understand**, talk about it with someone you trust. The person you talk to should be someone who doesn't work for us, the intermediary organisation that referred you to us, or the Dealer. Keep this document in a safe place, in case you need to look at it again.

This agreement is about the money we loan to you through this agreement, and the money you need to pay us in return. You agree to grant us a security interest over the vehicle. A security interest means that, if you don't meet your obligations under this agreement, we can take and sell the vehicle.

A statement about your right to cancel – which tells you when and how you can cancel – is detailed further down in this document. **Note:** you must cancel within the strict time limits.

This document should be read together with the terms and conditions and the schedule of payments.

Who are you, and how can we contact you?

Your Name MR Thorn Car

Date of Birth 08-June-1990

Physical Address

67 Martin Street Monaco Nelson 7011

Phone Number

Mobile Number (021) 778530

Email sam.morgan@thornfinance.co.nz

How can you contact us?

You can contact us by:

- phoning us on 0800 342 584
- emailing us at services@thornfinance.co.nz
- writing to us at PO Box 204365, Highbrook, Manukau 2161
- contacting us at the office shown at the top of this document.

How much are you borrowing from us?

Total Cost of Goods: 6904.00

Less Cash (if any): 500.00

Less Trade In (if any): .00

Initial unpaid balance: 6404.00

This is the amount you owe at the date you enter into this document and we advance the funds to you. This is also the total of all advances we will make under this agreement. The amount includes any fees payable to or by us at the time we advance the funds to you.

Your initial unpaid balance is made up of the following:

Product Description	Cost	Interest
Vehicle purchased	4500.00	1484.16
Payment Protection Waiver (Salary/Wage)	469.00	154.79
Shortfall Waiver (GAP)	595.00	196.37
Mechanical Breakdown Insurance (MBI)	500.00	165.02
Motor Vehicle Insurance	450.00	148.51
Band Expander	50.00	16.50
Referral Fee	295.00	97.36
Establishment Fee	95.00	16.49
Less: Cash	-500.00	-165.60

This is a secured loan

You give us a security interest in the vehicle (meaning the property listed below, all present and future attachments, accessories, replacements or spare-parts relating to that property, any property used to replace or substitute that property and any proceeds of that property (or replacement or substituted property)) to secure the payment of any money now or at any time in the future owing by you to us under this agreement and the performance of all of your other obligations to us under this agreement at any time. This means that this agreement is a secured loan. Our security interest must have first-ranking priority unless we have agreed otherwise.

First-ranking registered security interest

Make: Honda

Model: Fit

Year: 2005

Registration: GHY152

VIN: HYS152DRS51369SDR

What payments must you make to us? (Also see the schedule of payments, page 10)

Timing of payments

Frequency	Weekly
First payment date	14-February-2018
Number of payments	208
Amount of each payment	\$41.70
Total of all payments (calculated as at the date of this agreement)	\$8673.60

A \$.75 per week administration fee is charged for each week while any amount remains outstanding under this agreement. This is included in the payments described above and in the schedule of payments on page 10. If we change the variable interest rate or the weekly and/or fortnightly administration fee in accordance with this agreement, your payments may change and we will notify you as required by law.

How much interest will we charge you?

Variable annual interest rate and term of agreement

14.950%	Variable annual interest rate (as at the date of this agreement)
208	Term of agreement (weeks)
Total amount of interest paid under this agreement (calculated as at the date of this agreement)	
2113.60	

How we calculate and charge interest

Our annual interest rate is a variable rate. We can vary this rate under clause 9.1 of the terms and conditions.

We charge interest to your account each week or fortnight (depending on your individual terms) in arrears, starting on the first payment date. This means that we add your accrued but unpaid interest to your unpaid balance (on which we charge interest). We start calculating interest from the date of this document.

We calculate your interest by multiplying your average unpaid daily balance for either each week by our weekly interest rate or each fortnight by our fortnightly interest rate (depending on your individual terms). We calculate our weekly and fortnightly interest rates by dividing our annual interest rate by 52 and 26 respectively. Your unpaid balance includes interest charged to your account weekly or fortnightly, depending on your individual terms, (until it is paid).

What credit fees and charges will you have to pay?

You will have to pay credit fees and charges in connection with your account (not included in the initial unpaid balance above). We may vary these fees and charges under clause 10.3 of the terms and conditions.

Our current credit fees and charges not included in the initial unpaid balance:

Weekly Administration Fee*	\$0.75	Charged to your account each week (to cover the costs of maintaining and administering your account)
Fortnightly Administration Fee*	\$1.50	Charged to your account each fortnight (to cover the costs of maintaining and administering your account) when making fortnightly repayments.
Refinance Fee	75.00	Charged to your account each time we are required to re-finance an agreement (to cover the cost of processing and documenting the re-finance).
Administrative Costs and Fees	60.00	Charged to your account if you repay us in full before the last payment date (to cover the costs of the office work required for a full prepayment) - see also 'What happens if you pay in full before the last payment date?' below

*Only one Administration Fee is charged per account either on a weekly or fortnightly basis

Our current credit fees and charges which are included in the initial unpaid balance:

Establishment fee:	\$95.00	One-off fee charged to your card account the first time we make an advance to you (to cover the cost of processing, considering and documenting your application and advancing funds under this agreement)
Referral Fee	\$295	One-off fee charged to your account for the first time we make an advance to you (payable by us to the intermediary organisation that referred you to us)

All credit fees and charges are charged to your account at the time the relevant fee or charge is incurred (or, in the case of the weekly administration fee, weekly starting on your first payment date). This means that they are added to your unpaid balance (on which we charge interest).

Service and data charges may also be charged by your service provider where you communicate with us by electronic message.

How will we keep you updated about how much you owe us?

We must provide you with regular statements (this is known as 'continuing disclosure'). We'll provide you with statements at least six monthly. These statements will give you information about your account.

Do you want to pay for a Payment Protection Waiver?

Accept Payment Protection Waiver

You agree to pay for a payment protection waiver and pay the payment protection waiver fee.

Do you want to pay for a Shortfall Waiver?

Accept Shortfall Waiver

You agree to pay for a shortfall waiver and pay the shortfall waiver fee.

What happens if you repay in full before the last payment date?

If you pay the total unpaid balance before the final payment is due (called 'full prepayment'), you may need to pay administration costs and fees.

Buyout administration costs/fees

\$60.00

This is the charge for administrative costs at the date of this agreement. This charge covers the costs of the office work required for a full prepayment. This charge may change over the term of this agreement, depending on changes in our administrative costs for full prepayments.

What could happen if you don't keep to this agreement?

If you don't keep to this agreement, a couple of things could happen:

1. We could repossess the vehicle (our security)

Our security interest in the vehicle protects us if you don't perform your obligations to us under this agreement (that is, if you don't keep to this agreement).

If you fail to carry out what you've promised by entering into this agreement, we may have the right to take (repossess) and sell the vehicle.

Our security interest secures all of your obligations to us under this agreement. If we repossess and sell the vehicle but the proceeds of sale do not cover the full amount you owe us, you may continue to owe us money. It will be an event of default under this agreement if you allow someone other than us to create a security interest over the vehicle, and we can then carry out the actions described in clauses 11 and 12 of the terms and conditions (including repossessing and selling the vehicle).

2. Default interest

You must pay default interest charges if you don't make a payment on the date it is due. You must pay these charges until you've caught up with your payments. We calculate this default interest every day on the amount you are overdue (excluding any amount that has become payable because of a default).

Our default interest rate at the date of this agreement is 5% per annum above our prevailing variable interest rate.

We can vary the default interest rate under clause 9.2 of the terms and conditions.

If you think you might have trouble making a payment, please talk to us before the payment is due. If you're experiencing hardship, or certain other circumstances, we may be able to help.

Default fees

If you don't keep to this agreement, it may be an event of default, and you may need to pay default fees. Events of default are set out in clause 10 of the terms and conditions. Our current default fees are as follows:

Late fee	\$7.50	Charged to your account each time you are more than 2 days late in paying an amount that is due (to cover the additional cost of administering your account while payments are overdue).
Payment Plan Late Fee	\$3.50	A reduced late fee charged to your account (when you have a payment plan in place, instead of the late fee described above) each time you are more than 2 days late in paying an amount that is due (to cover the additional cost of administering your account while payments are overdue).
Door-knock fee	\$30	Charged to your account each time we are required to visit you to discuss an event of default (to cover the cost of this visit).

We'll also charge you other losses, costs and expenses that an event of default may cause, as described in clause 11.2 of the terms and conditions. These amounts will vary depending on what our losses, costs or expenses are at the time of the event of default.

We may vary these fees and charges under clause 9.3 of the terms and conditions.

All default fees and charges are charged to your account at the time the relevant fee or charge is incurred. This means that they are added to your unpaid balance (on which we charge interest).

You have the right to cancel this agreement

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

Time limits for cancellation

You can cancel this agreement by letting us know in writing within:

- 5 working days from when we gave it to you – if we gave it to you in person
- 7 working days from when we sent it – if we sent it to you by electronic message
- 9 working days from when we posted it – if we sent it to you by mail.

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

How to cancel

If you want to cancel this agreement, you must let us know in writing by:

- giving the notice to us in person at any of our branches or the office of Thorn Group Financial Services Limited
- posting the notice to us at PO Box 204365, Highbrook, Manukau 2161
- emailing us at services@thornfinance.co.nz.

You must also return to us any advance and any other property you've received under this agreement.

What you may have to pay if you cancel

If you cancel the contract we can charge you:

- a) the amount of any reasonable expenses we had to pay in connection with this 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 advance until the day you repay the advance.

What do you need to do if you suffer unforeseen hardship?

If you can't keep up your payments because of an unexpected event that causes you hardship—for example illness, injury, loss of employment or the end of a relationship—you can apply to us for a hardship variation. To apply, you need to write to us, explain your situation and ask us to do one of the following:

- a) extend the term of this agreement, and reduce the amount of each payment due under this agreement accordingly (without changing the annual interest rate)
- b) give you longer to pay by postponing, during a specified period, the dates on which payments are due under this agreement (without changing the annual interest rate)
- c) both of the above – postpone payments for a specified time and reduce the amount of your payments by extending the term.

Write to us as soon as possible because, if you leave it for too long, we do not have to consider your application.

Who do you contact to resolve a dispute?

Financial Services Complaints Limited
Level 4, Legal House, 101 Lambton Quay
PO Box 5967, Wellington 6145
0800 347 257 / complaints@fscl.org.nz / www.fscl.org.nz

We are registered on the Financial Service Providers Register

We are registered on the Financial Service Providers Register under the name Thorn Group Financial Services Limited (registration number FSP39861).

Privacy Waiver (pursuant to the Privacy Act 1993)

I understand that Thorn Group Financial Services Limited t/a Thorn Finance is asking for personal information about me, and that my personal information may be used by Thorn and its related entities, successors, assigns, agents and associates (together the **Thorn group**), for the purposes of:

- **Assisting in making decisions on whether or not to provide me with credit**
- **Administering and managing my agreement**
- **Enforcing my agreement if I default in my obligations**
- **Contacting me about new products, offers or competitions**
- **Conducting market research.**

The information Thorn group collects and holds may consist of (but is not limited to) details of my assets, liabilities, income, employment, credit history, outstanding fines, address details and contact information.

I understand that, if the information is not provided, Thorn group may not be able to provide the products I have requested.

For the above purposes and for credit reporting purposes, Thorn group may provide and obtain information (including default information and my repayment history) to and from third parties as it considers appropriate, including but not limited to:

- Any trading bank, finance company, credit union, insurance company or other financial institution.
- Any credit reporting service or agency (including but not limited to Veda Advantage).
- Any government agency (including but not limited to the Ministry of Justice, LISA, LINZ, PPSR, IRD and VVINZ).
- Referees.
- Employers — both past and present.
- Owners, occupiers or neighbours of any address reasonably believed to be my current or recent address.

I understand that:

- If I default on my obligations to Thorn group, information about that default may be given to third parties (e.g. a credit reporting agency).
- Neither Thorn group nor any third party needs to contact me before any information about me is provided or obtained by Thorn group.
- A third party (e.g. a credit reporting agency) to whom Thorn group gives my information may retain that information and use it to provide its own services, including providing the information to its own customers.

I acknowledge that I have the right to access, and request the correction of, any personal information about me held by Thorn group.

If I do not wish to receive future information about Thorn group's range of products, offers or competitions, I will inform Thorn at the following address: Thorn Group Financial Services Limited, PO Box 204365, Highbrook, Manukau 2161.

Under the Unsolicited Electronic Messages Act 2007, the Thorn group needs your consent to send you some types of commercial electronic messages (mostly marketing and promotional information). If you do not wish to receive these sorts of messages from Thorn group, please tick the 'No' box below before signing this document. If neither of the boxes are ticked Thorn group will assume you want to receive emails and text messages.

- Yes, I consent to receiving marketing and promotional electronic messages from you in the future.
- No, I do not wish to receive any marketing or promotional electronic messages from you in the future.

I acknowledge that this privacy waiver applies to all of my current and future arrangements with Thorn Group.

Borrower Signature

Signed On

Your agreement with us

I acknowledge that I am entering into this agreement of my free will and have not been forced to enter into it by Thorn Group Financial Services Limited or anyone else.

I acknowledge that this agreement has been explained to me in English and I understand it fully.

You agree to borrow money from us.

This agreement includes:

- this document
- the schedule of payments
- the Thorn Finance terms and conditions.

Borrower Name

Witness Signature

Borrower Signature

Witness Name

Signed On

Witness Address

SAMPLE

Contract Number: 0000225596	Date of Disclosure: 05-February-2018
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Schedule of Payments

This schedule of payments is provided for your convenience. In the event of any conflict between this schedule of payments and any other provision of this agreement (or any other agreement between you and us), that other provision will prevail. We may provide you with an amended schedule of payments at any time.

If we change the variable interest rate or the weekly and/or fortnightly administration fee in accordance with this agreement, this schedule of payments may change and we will notify you as required by law.

Date	Principal	Interest	Instalment	Administration Fee	Principal Outstanding
14/02/18	\$22.59	\$18.36	\$41.70	\$.75	\$6,381.41
21/02/18	\$22.65	\$18.30	\$41.70	\$.75	\$6,358.76
28/02/18	\$22.72	\$18.23	\$41.70	\$.75	\$6,336.04
07/03/18	\$22.78	\$18.17	\$41.70	\$.75	\$6,313.26
14/03/18	\$22.85	\$18.10	\$41.70	\$.75	\$6,290.41
21/03/18	\$22.91	\$18.04	\$41.70	\$.75	\$6,267.50
28/03/18	\$22.98	\$17.97	\$41.70	\$.75	\$6,244.52
04/04/18	\$23.05	\$17.90	\$41.70	\$.75	\$6,221.47
11/04/18	\$23.11	\$17.84	\$41.70	\$.75	\$6,198.36
18/04/18	\$23.18	\$17.77	\$41.70	\$.75	\$6,175.18
25/04/18	\$23.24	\$17.71	\$41.70	\$.75	\$6,151.94
02/05/18	\$23.31	\$17.64	\$41.70	\$.75	\$6,128.63
09/05/18	\$23.38	\$17.57	\$41.70	\$.75	\$6,105.25
16/05/18	\$23.45	\$17.50	\$41.70	\$.75	\$6,081.80
23/05/18	\$23.51	\$17.44	\$41.70	\$.75	\$6,058.29
30/05/18	\$23.58	\$17.37	\$41.70	\$.75	\$6,034.71
06/06/18	\$23.65	\$17.30	\$41.70	\$.75	\$6,011.06
13/06/18	\$23.72	\$17.23	\$41.70	\$.75	\$5,987.34
20/06/18	\$23.78	\$17.17	\$41.70	\$.75	\$5,963.56
27/06/18	\$23.85	\$17.10	\$41.70	\$.75	\$5,939.71
04/07/18	\$23.92	\$17.03	\$41.70	\$.75	\$5,915.79
11/07/18	\$23.99	\$16.96	\$41.70	\$.75	\$5,891.80
18/07/18	\$24.06	\$16.89	\$41.70	\$.75	\$5,867.74
25/07/18	\$24.13	\$16.82	\$41.70	\$.75	\$5,843.61
01/08/18	\$24.20	\$16.75	\$41.70	\$.75	\$5,819.41
08/08/18	\$24.27	\$16.68	\$41.70	\$.75	\$5,795.14
15/08/18	\$24.33	\$16.62	\$41.70	\$.75	\$5,770.81
22/08/18	\$24.40	\$16.55	\$41.70	\$.75	\$5,746.41
29/08/18	\$24.47	\$16.48	\$41.70	\$.75	\$5,721.94
05/09/18	\$24.54	\$16.41	\$41.70	\$.75	\$5,697.40
12/09/18	\$24.61	\$16.34	\$41.70	\$.75	\$5,672.79
19/09/18	\$24.69	\$16.26	\$41.70	\$.75	\$5,648.10
26/09/18	\$24.76	\$16.19	\$41.70	\$.75	\$5,623.34
03/10/18	\$24.83	\$16.12	\$41.70	\$.75	\$5,598.51
10/10/18	\$24.90	\$16.05	\$41.70	\$.75	\$5,573.61
17/10/18	\$24.97	\$15.98	\$41.70	\$.75	\$5,548.64
24/10/18	\$25.04	\$15.91	\$41.70	\$.75	\$5,523.60
31/10/18	\$25.11	\$15.84	\$41.70	\$.75	\$5,498.49
07/11/18	\$25.19	\$15.76	\$41.70	\$.75	\$5,473.30
14/11/18	\$25.26	\$15.69	\$41.70	\$.75	\$5,448.04
21/11/18	\$25.33	\$15.62	\$41.70	\$.75	\$5,422.71
28/11/18	\$25.40	\$15.55	\$41.70	\$.75	\$5,397.31
05/12/18	\$25.48	\$15.47	\$41.70	\$.75	\$5,371.83
12/12/18	\$25.55	\$15.40	\$41.70	\$.75	\$5,346.28
19/12/18	\$25.62	\$15.33	\$41.70	\$.75	\$5,320.66
26/12/18	\$25.70	\$15.25	\$41.70	\$.75	\$5,294.96
02/01/19	\$25.77	\$15.18	\$41.70	\$.75	\$5,269.19
09/01/19	\$25.84	\$15.11	\$41.70	\$.75	\$5,243.35
16/01/19	\$25.92	\$15.03	\$41.70	\$.75	\$5,217.43

Date	Principal	Interest	Instalment	Administration Fee	Principal Outstanding
23/01/19	\$25.99	\$14.96	\$41.70	\$0.75	\$5,191.44
30/01/19	\$26.07	\$14.88	\$41.70	\$0.75	\$5,165.37
06/02/19	\$26.14	\$14.81	\$41.70	\$0.75	\$5,139.23
13/02/19	\$26.22	\$14.73	\$41.70	\$0.75	\$5,113.01
20/02/19	\$26.29	\$14.66	\$41.70	\$0.75	\$5,086.72
27/02/19	\$26.37	\$14.58	\$41.70	\$0.75	\$5,060.35
06/03/19	\$26.44	\$14.51	\$41.70	\$0.75	\$5,033.91
13/03/19	\$26.52	\$14.43	\$41.70	\$0.75	\$5,007.39
20/03/19	\$26.59	\$14.36	\$41.70	\$0.75	\$4,980.80
27/03/19	\$26.67	\$14.28	\$41.70	\$0.75	\$4,954.13
03/04/19	\$26.75	\$14.20	\$41.70	\$0.75	\$4,927.38
10/04/19	\$26.82	\$14.13	\$41.70	\$0.75	\$4,900.56
17/04/19	\$26.90	\$14.05	\$41.70	\$0.75	\$4,873.66
24/04/19	\$26.98	\$13.97	\$41.70	\$0.75	\$4,846.68
01/05/19	\$27.05	\$13.90	\$41.70	\$0.75	\$4,819.63
08/05/19	\$27.13	\$13.82	\$41.70	\$0.75	\$4,792.50
15/05/19	\$27.21	\$13.74	\$41.70	\$0.75	\$4,765.29
22/05/19	\$27.29	\$13.66	\$41.70	\$0.75	\$4,738.00
29/05/19	\$27.37	\$13.58	\$41.70	\$0.75	\$4,710.63
05/06/19	\$27.44	\$13.51	\$41.70	\$0.75	\$4,683.19
12/06/19	\$27.52	\$13.43	\$41.70	\$0.75	\$4,655.67
19/06/19	\$27.60	\$13.35	\$41.70	\$0.75	\$4,628.07
26/06/19	\$27.68	\$13.27	\$41.70	\$0.75	\$4,600.39
03/07/19	\$27.76	\$13.19	\$41.70	\$0.75	\$4,572.63
10/07/19	\$27.84	\$13.11	\$41.70	\$0.75	\$4,544.79
17/07/19	\$27.92	\$13.03	\$41.70	\$0.75	\$4,516.87
24/07/19	\$28.00	\$12.95	\$41.70	\$0.75	\$4,488.87
31/07/19	\$28.08	\$12.87	\$41.70	\$0.75	\$4,460.79
07/08/19	\$28.16	\$12.79	\$41.70	\$0.75	\$4,432.63
14/08/19	\$28.24	\$12.71	\$41.70	\$0.75	\$4,404.39
21/08/19	\$28.32	\$12.63	\$41.70	\$0.75	\$4,376.07
28/08/19	\$28.40	\$12.55	\$41.70	\$0.75	\$4,347.67
04/09/19	\$28.48	\$12.47	\$41.70	\$0.75	\$4,319.19
11/09/19	\$28.57	\$12.38	\$41.70	\$0.75	\$4,290.62
18/09/19	\$28.65	\$12.30	\$41.70	\$0.75	\$4,261.97
25/09/19	\$28.73	\$12.22	\$41.70	\$0.75	\$4,233.24
02/10/19	\$28.81	\$12.14	\$41.70	\$0.75	\$4,204.43
09/10/19	\$28.90	\$12.05	\$41.70	\$0.75	\$4,175.53
16/10/19	\$28.98	\$11.97	\$41.70	\$0.75	\$4,146.55
23/10/19	\$29.06	\$11.89	\$41.70	\$0.75	\$4,117.49
30/10/19	\$29.14	\$11.81	\$41.70	\$0.75	\$4,088.35
06/11/19	\$29.23	\$11.72	\$41.70	\$0.75	\$4,059.12
13/11/19	\$29.31	\$11.64	\$41.70	\$0.75	\$4,029.81
20/11/19	\$29.40	\$11.55	\$41.70	\$0.75	\$4,000.41
27/11/19	\$29.48	\$11.47	\$41.70	\$0.75	\$3,970.93
04/12/19	\$29.56	\$11.39	\$41.70	\$0.75	\$3,941.37
11/12/19	\$29.65	\$11.30	\$41.70	\$0.75	\$3,911.72
18/12/19	\$29.73	\$11.22	\$41.70	\$0.75	\$3,881.99
25/12/19	\$29.82	\$11.13	\$41.70	\$0.75	\$3,852.17
01/01/20	\$29.91	\$11.04	\$41.70	\$0.75	\$3,822.26
08/01/20	\$29.99	\$10.96	\$41.70	\$0.75	\$3,792.27
15/01/20	\$30.08	\$10.87	\$41.70	\$0.75	\$3,762.19
22/01/20	\$30.16	\$10.79	\$41.70	\$0.75	\$3,732.03
29/01/20	\$30.25	\$10.70	\$41.70	\$0.75	\$3,701.78
05/02/20	\$30.34	\$10.61	\$41.70	\$0.75	\$3,671.44
12/02/20	\$30.42	\$10.53	\$41.70	\$0.75	\$3,641.02
19/02/20	\$30.51	\$10.44	\$41.70	\$0.75	\$3,610.51
26/02/20	\$30.60	\$10.35	\$41.70	\$0.75	\$3,579.91
04/03/20	\$30.69	\$10.26	\$41.70	\$0.75	\$3,549.22
11/03/20	\$30.77	\$10.18	\$41.70	\$0.75	\$3,518.45
18/03/20	\$30.86	\$10.09	\$41.70	\$0.75	\$3,487.59
25/03/20	\$30.95	\$10.00	\$41.70	\$0.75	\$3,456.64
01/04/20	\$31.04	\$9.91	\$41.70	\$0.75	\$3,425.60

Date	Principal	Interest	Instalment	Administration Fee	Principal Outstanding
08/04/20	\$31.13	\$9.82	\$41.70	\$.75	\$3,394.47
15/04/20	\$31.22	\$9.73	\$41.70	\$.75	\$3,363.25
22/04/20	\$31.31	\$9.64	\$41.70	\$.75	\$3,331.94
29/04/20	\$31.40	\$9.55	\$41.70	\$.75	\$3,300.54
06/05/20	\$31.49	\$9.46	\$41.70	\$.75	\$3,269.05
13/05/20	\$31.58	\$9.37	\$41.70	\$.75	\$3,237.47
20/05/20	\$31.67	\$9.28	\$41.70	\$.75	\$3,205.80
27/05/20	\$31.76	\$9.19	\$41.70	\$.75	\$3,174.04
03/06/20	\$31.85	\$9.10	\$41.70	\$.75	\$3,142.19
10/06/20	\$31.94	\$9.01	\$41.70	\$.75	\$3,110.25
17/06/20	\$32.03	\$8.92	\$41.70	\$.75	\$3,078.22
24/06/20	\$32.12	\$8.83	\$41.70	\$.75	\$3,046.10
01/07/20	\$32.22	\$8.73	\$41.70	\$.75	\$3,013.88
08/07/20	\$32.31	\$8.64	\$41.70	\$.75	\$2,981.57
15/07/20	\$32.40	\$8.55	\$41.70	\$.75	\$2,949.17
22/07/20	\$32.49	\$8.46	\$41.70	\$.75	\$2,916.68
29/07/20	\$32.59	\$8.36	\$41.70	\$.75	\$2,884.09
05/08/20	\$32.68	\$8.27	\$41.70	\$.75	\$2,851.41
12/08/20	\$32.77	\$8.18	\$41.70	\$.75	\$2,818.64
19/08/20	\$32.87	\$8.08	\$41.70	\$.75	\$2,785.77
26/08/20	\$32.96	\$7.99	\$41.70	\$.75	\$2,752.81
02/09/20	\$33.06	\$7.89	\$41.70	\$.75	\$2,719.75
09/09/20	\$33.15	\$7.80	\$41.70	\$.75	\$2,686.60
16/09/20	\$33.25	\$7.70	\$41.70	\$.75	\$2,653.35
23/09/20	\$33.34	\$7.61	\$41.70	\$.75	\$2,620.01
30/09/20	\$33.44	\$7.51	\$41.70	\$.75	\$2,586.57
07/10/20	\$33.53	\$7.42	\$41.70	\$.75	\$2,553.04
14/10/20	\$33.63	\$7.32	\$41.70	\$.75	\$2,519.41
21/10/20	\$33.73	\$7.22	\$41.70	\$.75	\$2,485.68
28/10/20	\$33.82	\$7.13	\$41.70	\$.75	\$2,451.86
04/11/20	\$33.92	\$7.03	\$41.70	\$.75	\$2,417.94
11/11/20	\$34.02	\$6.93	\$41.70	\$.75	\$2,383.92
18/11/20	\$34.12	\$6.83	\$41.70	\$.75	\$2,349.80
25/11/20	\$34.21	\$6.74	\$41.70	\$.75	\$2,315.59
02/12/20	\$34.31	\$6.64	\$41.70	\$.75	\$2,281.28
09/12/20	\$34.41	\$6.54	\$41.70	\$.75	\$2,246.87
16/12/20	\$34.51	\$6.44	\$41.70	\$.75	\$2,212.36
23/12/20	\$34.61	\$6.34	\$41.70	\$.75	\$2,177.75
30/12/20	\$34.71	\$6.24	\$41.70	\$.75	\$2,143.04
06/01/21	\$34.81	\$6.14	\$41.70	\$.75	\$2,108.23
13/01/21	\$34.91	\$6.04	\$41.70	\$.75	\$2,073.32
20/01/21	\$35.01	\$5.94	\$41.70	\$.75	\$2,038.31
27/01/21	\$35.11	\$5.84	\$41.70	\$.75	\$2,003.20
03/02/21	\$35.21	\$5.74	\$41.70	\$.75	\$1,967.99
10/02/21	\$35.31	\$5.64	\$41.70	\$.75	\$1,932.68
17/02/21	\$35.41	\$5.54	\$41.70	\$.75	\$1,897.27
24/02/21	\$35.51	\$5.44	\$41.70	\$.75	\$1,861.76
03/03/21	\$35.61	\$5.34	\$41.70	\$.75	\$1,826.15
10/03/21	\$35.71	\$5.24	\$41.70	\$.75	\$1,790.44
17/03/21	\$35.82	\$5.13	\$41.70	\$.75	\$1,754.62
24/03/21	\$35.92	\$5.03	\$41.70	\$.75	\$1,718.70
31/03/21	\$36.02	\$4.93	\$41.70	\$.75	\$1,682.68
07/04/21	\$36.13	\$4.82	\$41.70	\$.75	\$1,646.55
14/04/21	\$36.23	\$4.72	\$41.70	\$.75	\$1,610.32
21/04/21	\$36.33	\$4.62	\$41.70	\$.75	\$1,573.99
28/04/21	\$36.44	\$4.51	\$41.70	\$.75	\$1,537.55
05/05/21	\$36.54	\$4.41	\$41.70	\$.75	\$1,501.01
12/05/21	\$36.65	\$4.30	\$41.70	\$.75	\$1,464.36
19/05/21	\$36.75	\$4.20	\$41.70	\$.75	\$1,427.61
26/05/21	\$36.86	\$4.09	\$41.70	\$.75	\$1,390.75
02/06/21	\$36.96	\$3.99	\$41.70	\$.75	\$1,353.79
09/06/21	\$37.07	\$3.88	\$41.70	\$.75	\$1,316.72
16/06/21	\$37.17	\$3.78	\$41.70	\$.75	\$1,279.55

Date	Principal	Interest	Instalment	Administration Fee	Principal Outstanding
23/06/21	\$37.28	\$3.67	\$41.70	\$.75	\$1,242.27
30/06/21	\$37.39	\$3.56	\$41.70	\$.75	\$1,204.88
07/07/21	\$37.50	\$3.45	\$41.70	\$.75	\$1,167.38
14/07/21	\$37.60	\$3.35	\$41.70	\$.75	\$1,129.78
21/07/21	\$37.71	\$3.24	\$41.70	\$.75	\$1,092.07
28/07/21	\$37.82	\$3.13	\$41.70	\$.75	\$1,054.25
04/08/21	\$37.93	\$3.02	\$41.70	\$.75	\$1,016.32
11/08/21	\$38.04	\$2.91	\$41.70	\$.75	\$978.28
18/08/21	\$38.15	\$2.80	\$41.70	\$.75	\$940.13
25/08/21	\$38.25	\$2.70	\$41.70	\$.75	\$901.88
01/09/21	\$38.36	\$2.59	\$41.70	\$.75	\$863.52
08/09/21	\$38.47	\$2.48	\$41.70	\$.75	\$825.05
15/09/21	\$38.58	\$2.37	\$41.70	\$.75	\$786.47
22/09/21	\$38.70	\$2.25	\$41.70	\$.75	\$747.77
29/09/21	\$38.81	\$2.14	\$41.70	\$.75	\$708.96
06/10/21	\$38.92	\$2.03	\$41.70	\$.75	\$670.04
13/10/21	\$39.03	\$1.92	\$41.70	\$.75	\$631.01
20/10/21	\$39.14	\$1.81	\$41.70	\$.75	\$591.87
27/10/21	\$39.25	\$1.70	\$41.70	\$.75	\$552.62
03/11/21	\$39.37	\$1.58	\$41.70	\$.75	\$513.25
10/11/21	\$39.48	\$1.47	\$41.70	\$.75	\$473.77
17/11/21	\$39.59	\$1.36	\$41.70	\$.75	\$434.18
24/11/21	\$39.71	\$1.24	\$41.70	\$.75	\$394.47
01/12/21	\$39.82	\$1.13	\$41.70	\$.75	\$354.65
08/12/21	\$39.93	\$1.02	\$41.70	\$.75	\$314.72
15/12/21	\$40.05	\$.90	\$41.70	\$.75	\$274.67
22/12/21	\$40.16	\$.79	\$41.70	\$.75	\$234.51
29/12/21	\$40.28	\$.67	\$41.70	\$.75	\$194.23
05/01/22	\$40.39	\$.56	\$41.70	\$.75	\$153.84
12/01/22	\$40.51	\$.44	\$41.70	\$.75	\$113.33
19/01/22	\$40.63	\$.32	\$41.70	\$.75	\$72.70
26/01/22	\$40.74	\$.21	\$41.70	\$.75	\$31.96
02/02/22	\$31.96	\$8.99	\$41.70	\$.75	\$.00

Thorn Finance terms and conditions

1. Why these terms and conditions are important

These terms and conditions form part of your agreement with Thorn Group Financial Services Limited. Please read them carefully.

2. What the words in this agreement mean

2.1 What the words in this agreement mean

In this agreement, unless the context otherwise requires:

Account means the account in your name maintained by us in connection with this agreement.

Agreement has the meaning given to it on page 8 of this agreement.

Business day has the meaning given to the term 'working day' in the CCCFA.

CCCFA means the Credit Contracts and Consumer Finance Act 2003.

Dealer means the person from whom you purchase the vehicle.

Default interest rate means the default interest rate specified on page 5 of this agreement. Default interest is charged in accordance with clause 9.2.

Event of default means an event outlined in clause 10 of this agreement.

Initial unpaid balance means the amount you owe at the date you enter into this agreement and we advance the funds to you as specified in the 2 Cheap Cars agreement.

Interest rate is the annual interest rate specified on page 3 of this agreement. This rate may change in accordance with clause 9.1. Interest is charged in accordance with clause 9.1.

Payment date means each date for payment specified on page 3 of this agreement (or such other date as we may agree with you from time to time).

PPSA means the Personal Property Securities Act 1999.

PPSR means the Personal Property Securities Register (established by the PPSA).

PPW stands for payment protection waiver. You must enter into a PPW agreement with us before we will provide this service. See your PPW agreement (if any) for more details.

Proceeds has the meaning given to it under section 16 of the PPSA.

Property has the meaning given to the term 'personal property' under section 16 of the PPSA.

Schedule of payments means the list set out on page 10 of this agreement.

Security includes any charge, encumbrance, lien, pledge, assignment by way of security, title retention arrangement or similar interest imposed by statute, or other arrangement of any nature having similar economic effect to any of the foregoing and any present or future right or interest in personal property that is a security interest for the purposes of the PPSA. See section 17 of the PPSA for the full legal definition.

Statement means the regular statement we send you about your account.

Terms and conditions means these 2 Cheap Cars terms and conditions as set out on pages 11 to 20 of this agreement.

Total unpaid balance means the amount you owe to us (as shown on your last statement) plus any other amounts charged to your account or accruals since that last statement.

Vehicle means the personal property that you grant us a security interest over, as specified on page 2.

2.2 What we include in a meaning

In this agreement, unless the context otherwise requires, each of the following words has the meaning given.

- a. 'Us', 'we' and 'our' means Thorn Group Financial Services Limited, trading as 2 Cheap Cars.
- b. 'You' and 'your' means the person whose name appears as 'Your name' in this agreement.
- c. When this agreement refers to you, us, or anyone else, it also means anyone to whom legal responsibility passes; that is, an executor, administrator, successor or assignee.
- d. References to legislation (which includes all related regulations) are also references to that legislation as amended or re-enacted or as its application is modified by other legislation.
- e. Words that are in the singular also carry the plural meaning and vice versa.
- f. Words referring to any gender also include the other genders.
- g. References to persons include corporations.
- h. References to any agreement or document (including references to this agreement) are to the agreement or document as amended, varied, supplemented, novated or replaced.

3. By entering into this agreement, you agree that certain things are true

3.1 By entering into this agreement, you agree to all of the following:

- a. you accept the obligations in this agreement, and you understand that these obligations can be enforced according to this agreement
- b. you have told us everything about your circumstances that anyone lending you money needs to know
- c. all information that you have provided us with is true, accurate, and not misleading
- d. you have not defaulted on any other loan, and you are not about to default
- e. you have not used the vehicle as a security for any purpose apart from securing the total unpaid balance under this agreement
- f. you own (or will own at the date we initially give you money) the vehicle without any security interest apart from the one created by this agreement, and you will not allow a security interest to exist without prior written notice from us that gives our consent
- g. you have a payment plan in place if you have any outstanding court fines.

3.2 You agree that the things you tell us by entering into this agreement, as listed in clause 3.1, will continue to be true while this agreement lasts.

4. By entering into this agreement you make a commitment to us

4.1 You will keep us informed

You promise to:

- a. give us any information about your finances that we have a reason to ask for at any time while this agreement lasts, and
- b. let us know straight away if anything happens (including pending legal action) that may prevent you from carrying out your obligations under this agreement.

4.2 You will look after the vehicle

At all times and at your own expense, you will keep the vehicle in good working order and condition (fair wear and tear excepted), and you will replace any worn out or defective parts with new parts.

4.3 You will not modify the vehicle

You will not interfere with, add to, or modify the vehicle without our prior written consent. However, we do permit you to make modifications to enable the vehicle to be road legal at all times so long as these modifications are covered under your insurance policy.

4.4 You will use the vehicle carefully

You will use the vehicle in a careful and proper manner and make sure that the building you keep the vehicle in, is secure against unauthorised entry.

4.5 You will allow us to inspect the vehicle

You will permit us, our agents, and our representatives to inspect the vehicle from time to time. You will allow us or our agent to enter the property or building you keep the vehicle in, subject to any applicable law. You will give us or our agent whatever assistance we reasonably require to carry out the inspection. We do not have to give you notice of our intention to inspect the vehicle.

5. How you can use your loan

We will loan you money, and you will pay the money back

We will advance the initial unpaid balance listed on the 2 Cheap Cars agreement (less fees payable to or by us) on the date of the 2 Cheap Cars Agreement provided we are satisfied that all the information that you provided us with is true, accurate and not misleading. We will pay the money to you or as you direct. In return, you agree to make payments as listed in this agreement.

6. When and how to make payments

6.1 When you must pay us:

You will pay:

- a. **on each payment date** the payment specified on page 3 of this agreement (or as otherwise agreed), and
- b. **immediately on demand by us** any other sums that may be owing under this agreement.

6.2 The time of day you must pay by:

Each payment must be made either:

- a. no later than 4.00 pm on the payment date, if the payment date is a business day, or
- b. no later than 4.00 pm on the business day immediately before the payment date, if that date is not a business day.

If you make a payment on a day that is not a business day or after 4.00 pm on a business day, we consider that payment to have been made on the next business day.

6.3 You can make full prepayment

You may at any time before the last payment date repay the total unpaid balance in full (full prepayment). We stop charging interest on the total unpaid balance on the actual day you make payment.

Please see further information on page 6 of this agreement.

6.4 We can refuse part prepayment

We have the right to refuse a payment of part of what you owe us made before the payment date (part prepayment). We will notify you if we refuse a part prepayment. See clause 7.1 for our rights if we accept a part prepayment.

6.5 How you can pay

Unless otherwise agreed, you must pay by direct debit to our nominated bank account.

6.6 Free of restrictions

Except to the extent required by law, you must make all payments:

- a. free of any restrictions or conditions;
- b. free of any deduction or withholding for tax; and
- c. free of any other deduction, including set-off or counter claim.

7. What we do with your payments

7.1 We credit your payment on the payment date

The payments you make will be credited against the payment that is due on the payment date. If we accept a payment from you before the payment date (other than a full prepayment), we will hold it unallocated until the payment date and then credit it to your account.

7.2 We can apply your payment to any part of your debt

We can use the money you pay us to reduce your debt with us. We can apply it to the initial unpaid balance, interest, fees, or any other moneys due. If we don't choose to do otherwise, we will apply the payment to:

- a. first, all outstanding fees, costs, expenses, losses or damages due to us from you
- b. second, all default interest payable by you
- c. third, all other interest payable by you
- d. fourth, the balance of the initial unpaid balance.

8. We will send statements to you regularly

We will send you statements at least six monthly unless we are not otherwise required to do so by law.

Unless there is an obvious error, any statement given by us or our agent will be evidence of the amount you owe under this agreement.

9. You may have to pay interest, default interest, or fees and charges

9.1 You may have to pay interest

We charge interest (at the interest rate) on the unpaid balance of your account. Please see further information on page 3 of this agreement.

We can change the interest rate (or how it is calculated or applied) at any time. If we do, we'll notify you as required by law.

9.2 You may have to pay default interest

We charge default interest if you fail to make a payment required by this agreement. Please see further information on page 5 of this agreement.

We can change the default interest rate (or how it is calculated or applied) at any time. If we do, we'll notify you as required by law.

9.3 You may have to pay fees and charges

Please see further information on pages 4 and 6 of this agreement.

We can vary the amount, frequency, time for payment or method of calculation of any fees or charges or introduce new fees or charges. If we do, we'll notify you as required by law. A full schedule of all fees is available from us on request.

10. If you don't keep to this agreement, you are in default

You are in default if any of the events listed in this clause 10 happen:

You break this agreement

- a. You breach this agreement in any way, and fail to remedy that breach within 15 business days of a notice from us asking for you to do so.
- b. Any provision of this agreement is no longer enforceable against you, or you claim that this is so.

You give us incorrect or misleading information

- c. You provide us with information about yourself, your circumstances, or your application that we determine to be untrue, not accurate, or misleading.

We decide you can't meet this agreement

- d. You have a change of circumstances that gives us reasonable grounds to decide that you will not be able to meet this agreement.

You don't look after the vehicle

- e. You do or allow anything that might negatively affect our security interest in the vehicle, including:

- modifying the vehicle in any way
- losing possession of the vehicle (for example, by loaning, gifting, selling, or pawning it)
- attempting to take the vehicle out of New Zealand
- allowing the vehicle to be seized or removed to satisfy other debts.

You don't, or can't, pay

- f. You fail to make a payment when due as required by this agreement.
- g. You are deemed unable to pay your debts under any relevant legislation, such as if you become bankrupt or go into liquidation.
- h. A court issues a warrant to allow seizure of any of your property or assets to cover a debt in excess of \$2,000.
- i. A court issues a judgment against you for an amount in excess of \$2,000, and the judgment is not cancelled within 14 days.
- j. You allow someone other than us to take security over the vehicle, or you allow a financing statement (as defined in the PPSA) to be registered against the vehicle in favour of someone other than us.
- k. An order is made for the seizure of the vehicle for non-payment.

11. If you are in default, we can take action

11.1 We can require immediate payment

If you're in default, we can require immediate payment of the total unpaid balance under this agreement, or any other agreement you have with us. You must immediately pay us the amount required as soon as you receive notice from us, whether or not the time for payment has arrived.

11.2 You will pay all losses, costs and expenses

You agree that you will pay all losses, costs or expenses that an event of default might cause. This includes legal costs, any interest, fees, penalties, expenses, or other sums paid or payable. It also includes solicitor/client costs, repossession fees, dishonour fees, door-knocking fees, debt collection agency costs, and costs for locksmiths, collection, storage, or disposal.

11.3 We can cancel this agreement, sue, and repossess the vehicle

If you are in default, we may do any or all of the following:

- a. cancel this agreement

- b. without notice, sue for recovery of the total unpaid balance
- c. enforce our security interest and take possession of and sell the vehicle.

11.4 You will pay default interest

If you fail to make a payment when due as required by this agreement, you will be charged default interest as described in clause 9.2.

11.5 We can repossess if we think the vehicle is at risk

In addition to our other rights under this agreement, if at any time we consider the vehicle to be at risk (within the meaning of section 83E(2) of the CCCFA), we may take and keep possession of all or part of that vehicle. We will follow the provisions of the CCCFA when taking and repossessing the vehicle.

11.6 We can enter any place where the vehicle is located

You give us, our agents, and our representatives the right to enter any place where the vehicle may be held, and to search for, remove, and take possession of the vehicle. This includes when the occupier is not present. This right cannot be revoked, and lasts until the delivery of a final discharge of the relevant security interest (see clause 12.6). We do not have to give you notice of our intention to enter. We can carry out these rights and (subject to applicable law) you are not allowed to claim against us for any consequential loss or damage.

12. We have security interests in the vehicle

12.1 The vehicle is our security that you will keep this agreement

You grant us a security interest in the vehicle as security for the payment of the money you owe us, now or in the future, under this agreement and the performance of all of your other obligations to us under this agreement at any time.

12.2 You will help us obtain and maintain priority in respect of the vehicle

You will do whatever we ask you to do to enable us to maintain the security interests intended to be created under this agreement and the priority of those security interests (which must be first-ranking priority unless we have agreed otherwise). Doing whatever we ask you to do includes providing any information we reasonably require to complete and register on the PPSR a financing statement or a financing change statement.

12.3 You waive any right to receive a copy of a verification statement under the PPSA.

12.4 You agree that nothing in sections 114(1)(a) and 133 of the PPSA applies to this agreement.

12.5 You agree that your rights as debtor in sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA do not apply to this agreement.

12.6 We can keep our security interest until this agreement is at an end

Each security interest under this agreement is a running and continuing security for the payment of all moneys now or at any time in the future owing by you to us in respect of this agreement and the performance of all of your other obligations to us under this agreement at any time. Each security interest remains in full force until you have done everything this agreement requires and we are sure that all of your payments have been made and honoured and we execute and deliver a final discharge of the security interest, despite:

- a. payment of any amount to us at any time
- b. any account between you and us being at any time in credit, or
- c. you having settled your account by paying the total unpaid balance in full.

12.7 You will not move the vehicle without our written consent

While you owe any money (including advances, interest, charges, or fees) under this agreement, you will not remove the vehicle from your address, unless we have given our consent in writing. This includes loaning, selling, or pawning the vehicle.

13. Other amendments to this agreement

We may at any time (without your prior agreement) change any term in this agreement where, in our reasonable opinion, the change:

- a. is necessary or expedient to comply with any applicable law
- b. is of a formal, technical or administrative nature, or
- c. will not prejudice or disadvantage you in any material respect.

We will give you notice of any change as required by law.

14. We don't waive any of our rights

14.1 Even if we don't exercise a particular right under this agreement, we still have that right.

14.2 If we exercise any right under this agreement, we can still exercise that right again, or any other right.

14.3 In addition to any and all of the rights under this agreement, we can also seek any other remedies allowed us in law.

15. You cannot assign your rights under this agreement, but we can

You may not assign to anyone else any of your rights under this agreement or any rights to the vehicle

We may at any time assign or transfer our rights and/or obligations under this agreement, or any of our rights to the vehicle. We can assign or transfer to anyone we choose to, on any terms we consider fit. We do not have to let you know (unless required by the CCCFA or any other applicable law).

16. You must tell us if you are in financial difficulty

You must contact us immediately if you realise you're in financial difficulty and think you won't be able to meet future payments. We'll try to help you through this period. You can contact us as set out in page 1 of this agreement.

17. You will communicate with us and we will communicate with you

Unless otherwise specified, all notices or other communications from us to you (including statements) or from you to us must be:

- a. in writing (which may be by means of an electronic message)
- b. delivered, forwarded or sent by personal delivery, post, or electronic message to the address specified in this agreement or otherwise given by the addressee.
- c. deemed to have been received by the addressee:
 - if served personally, at the time of service

- if sent by post, on the fourth business day after being posted, correctly addressed, by prepaid postage
- if sent by electronic message, on the second business day after sending to the correct address.

You agree that the conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law Act 2017 (and any other mandatory law applicable from time to time) and you agree to receive notices and other communications from us in electronic form, by means of an electronic communication, and signed by means of an electronic signature

Where you have given us an electronic message address, you acknowledge and agree that (unless you ask otherwise):

- we'll typically use that address as the primary means of communicating with you
- we may send you electronic messages allowing you to access your statements from a website or by means of the Internet.

18. Insurance

18.1 The vehicle must be insured

You agree to keep the vehicle insured under a comprehensive insurance policy with a reputable insurer. Any such insurance must be in our name and your name and clause 18.3 will apply.

18.2 You may wish to insure against other events to which PPW does not apply

Even if you have elected to enter into PPW, PPW does not cover you for all events. For any event that is not covered by PPW, you are responsible for (and may obtain insurance in case of) such an event. Any such insurance must be in our name and your name and clause 18.3 will apply.

18.3 Any money paid under an insurance claim in connection with this agreement must be paid to us

If you make a claim on any policy of insurance taken out in connection with this agreement, whatever the insurance company pays you must be paid to us. We can use the money either to make good any damage to the vehicle, or to reduce the total unpaid balance under this agreement.

Disclosure in accordance with s25 Financial Advisers Act

Thorn Group Financial Services Limited trading as Thorn Finance

Address: PO Box 204365, Highbrook, Manukau 2161

Phone: 0800 342 584

Fax: (09) 250 3352

The Financial Advisers Act 2008 requires us, as a qualifying financial entity (QFE), to tell you:

- who we are and how to contact us;
- what products and services we provide;
- what you can expect from our QFE services;
- how to make and resolve a complaint about our advice; and
- what it means to say we are a qualifying financial entity.

The information provided in this disclosure statement is important. You need to understand and use this information to help you decide if you wish to receive and follow the financial advice offered by our staff, or if you wish to get advice from another financial adviser. This disclosure statement was prepared on 16 February 2015.

Who we are and how to contact us

Our company name is: Thorn Group Financial Services Limited

Our contact details are:

Principal place of business: Building B, 8 Business Parade South, Highbrook, Manukau 2161

Postal address: PO Box 204365, Highbrook, Manukau 2161

Our phone number: 0800 342 584

Our email address: qfe@thornfinance.co.nz

What are our products and services?

This disclosure statement relates to financial adviser services that we offer to retail customers in relation to our consumer credit products.

What you can expect from our QFE services

Our QFE status is limited to offering retail customers advice about our own consumer credit products, including fixed term and revolving credit arrangements (secured and unsecured).

- We are responsible for all financial advice provided by our staff about our products. Staff who provide you with advice are known as 'QFE advisers'.
- Our QFE advisers can only give you advice about our own consumer credit products, including the details that are written in your agreement with us.

How to make and resolve a complaint about our advice

If you have a complaint:

- email or phone us to tell us what it is.
- we will confirm that we have received your complaint, and we will investigate.
- we will make every effort to sort things out, but if you are not happy with the outcome, you may contact our disputes resolution scheme.

Our disputes resolution scheme is:

Financial Services Complaints Limited

Level 4, Legal House

101 Lambton Quay

P.O. Box 5967

Wellington 6145

Phone: 0800 347 257 **Email:** complaints@fscl.org.nz

Website: www.fscl.org.nz

Thorn Group Financial Services Limited (Thorn)

Building B, 8 Business Parade South, Highbrook, Manukau 2161

PO Box 204365, Highbrook, Manukau 2161

Phone: 0800 342 584 Email: services@thornfinance.co.nz

What it means to say we are a qualifying financial entity

Thorn is licensed and regulated by the Financial Markets Authority (FMA) for its financial services; you can obtain information about financial advisers from FMA and report information about Thorn to the FMA.

The FMA's contact details are:

Financial Markets Authority (FMA)
PO Box 1179
Wellington 6140

Phone: 0800 434 566

Website: www.fma.govt.nz

Responsible Lending Guidelines

Helping you if things go wrong

If you are having trouble paying your loan you should contact your lender as soon as possible.

A responsible lender should:

- treat you reasonably if you miss payments. This may include negotiating the terms of your loan where it is possible to do so
- work with you to find solutions if you are having problems with your money, or suddenly face hardship. This may include referring you to someone who can give you advice about how best to manage your money
- refer you to a budget advisor and work with the budget advisor if you ask for that
- help you to deal with any social provider (such as Work and Income New Zealand) if you ask for that
- make sure that if your personal property has to be repossessed you are treated fairly, remembering the lender also has a right to be repaid. Being treated fairly includes:
 - making reasonable efforts to tell you about other payment options before the personal property is repossessed
 - repossessing only the personal property named as security in the loan agreement
 - treating you and your personal property with dignity and making sure the repossession agents also treat you fairly.

For more information on responsible lending and borrowing, visit the following links:

- **Responsible Lending Guidelines**
www.tgfs.co.nz/responsible-lending-guidelines.pdf
- **Responsible Borrowing Guidelines**
www.tgfs.co.nz/The-Code-of-Responsible-Borrowing.pdf

Member of the Financial Services Federation have made a commitment to uphold these Responsible Lending Guidelines

Websites which provide useful information about borrowing money:

- www.sorted.org.nz
- www.consumeraffairs.govt.nz
- www.comcom.govt.nz
- www.fsl.org.nz

The following information is provided to assist you with making your decision to take a loan with Thorn Group Financial Services Limited.

Fees

Establishment Fee	\$ 95
Weekly Account Fee (Weekly Repayment)*	\$ 0.75
Fortnightly Account Fee (Fortnightly Repayment)*	\$ 1.50
Referral Fee	\$ 295
Late Fee	\$ 7.50
Payment Plan Late Fee	\$ 3.50
Refinance Fee	\$ 75
Buy Out Administration Fee	\$ 60
Door Knock	\$ 30

*Only one Account Fee is charged per account based on selected repayment.

Interest

Variable Annual Interest Rate	from 14.95% - 34.95%
Default Interest Rate*	5.00%

*This penalty only applies to the amount in default, for the period in default.

Terms and Conditions

A copy of the Agreement and Disclosure Statement are available in store. One of the helpful staff will be happy to provide you with a copy.

DIRECT DEBIT AUTHORITY

Name of account to be debited:

AUTHORITY TO ACCEPT

DIRECT DEBITS

(Not to operate as an assignment or an agreement)

Account details:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Bank	Branch number				Account number				Suffix			

To the Manager: please print full postal address clearly

Bank	
Branch	
Address	

AUTHORISATION CODE

0	2	2	3	2	3	8
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Date:

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which

Thorn Group Financial Services Limited

(hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

Payer Particulars	Payer Code	Payer Reference
0000225596	0001514915	Thorn Finance

Name of Account

Authorised Signature(s)

<p>Approved</p> <p>_____</p> <p>2323</p> <p>_____</p> <p>06 12</p>	<p>For Bank Use Only</p> <table border="1"> <tr> <td>Date Received:</td> <td>Recorded By:</td> <td>Checked By:</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>Original – Retain at Branch Copy – Forward to Initiator if requested</p>	Date Received:	Recorded By:	Checked By:				<table border="1"> <tr> <td>BANK</td> </tr> <tr> <td>STAMP</td> </tr> </table>	BANK	STAMP
Date Received:	Recorded By:	Checked By:								
BANK										
STAMP										



L0000225596SCDDFM

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. **The Initiator:** (a) The initiator undertakes to give notice to the acceptor of the commencement date, frequency and amount **at least 10 calendar days** before the first direct debit is drawn (but no more than 2 calendar months). This notice will be provided in writing (including by electronic means and SMS where the customer has provided prior written consent (by electronic means including SMS) to communicate electronically). Where the direct debit system is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the acceptor with a schedule detailing the amount and each payment date. In the event of any subsequent change to the frequency or amount of the direct debits, the initiator has agreed to give advance notice of at least **30 days before** the change comes into effect. This notice must be provided in writing (including by electronic means and SMS where the customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). (b) May, upon the relationship which gave rise to this authority being terminated, give notice to the bank that no further direct debits are to be initiated under the authority. Upon receipt of such notice the bank may terminate this authority as to future payments by notice in writing to me/us.
2. **The Customer** may: (a) At any time, terminate this authority as to future payments by giving notice of termination to the Bank and to the Initiator by means agreed by the customer, bank and initiator. (b) Stop payment of any direct debit to be initiated under this authority by the initiator by giving written notice to the bank **prior** to the direct debit being paid by the bank. (c) Where a variation to the amount agreed between the initiator and the customer from time to time to be direct debited has been made without notice being given in terms of clause 1 (a) above, request the bank to reverse or alter any such direct debit initiated by the initiator by debiting the amount of the reversal or alteration of a direct debit back to the initiator through the initiator's bank, PROVIDED such request is made not more than 120 days from the date when the direct debit was debited to my/our account. (d) From time to time request a variation to the amount or frequency. The Initiator agrees to send Notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The notice will include the following message:- "The amount of \$....., was Direct Debited to your Bank account on (initiating date)."
3. **The Customer** acknowledges that: (a) This authority will remain in full force and effect in respect of all direct debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the bank. (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the bank in relation to my/our account. (c) Any dispute as to the correctness or validity of any amount debited to my/our account shall not be the concern of the bank except in so far as the direct debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the initiator. (d) Where the bank has used reasonable care and skill in acting in accordance with this authority, the bank accepts no responsibility or liability in respect of: - the accuracy of information about direct debits on bank statements; and - any variation between notices given by the initiator and the amounts of direct debits. (e) The bank is not responsible for, or under any liability in respect of the initiator's failure to give notice in accordance with 1 (a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the initiator. (f) Notice given by the initiator in terms of clause 1 (a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.
4. **The Bank** may: (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the bank. (b) At any time terminate this authority as to future payments by notice in writing to me/us. (c) Charge its current fees for this service in force from time to time.

Shortfall Waiver Agreement

This SW Agreement relates to your Thorn Finance Agreement and Disclosure Statement with us.

Who are you, and how can we contact you?

Your Name MR Thorn Car

Physical Address

67 Martin Street Monaco Nelson 7011

Phone Number

Mobile Number (021) 778530

Email sam.morgan@thornfinance.co.nz

How can you contact us?

You can contact us by:

- phoning us on 0800 342 584
- emailing us at services@thornfinance.co.nz
- writing to us at PO Box 204365, Highbrook, Manukau 2161.

What if you want to cancel this SW Agreement?

You can cancel this SW Agreement within 5 working days of receiving a copy of it by contacting us using any of the contact details at the top of this page (or any other contact details we've given you). You can also cancel if we don't comply with our obligations to disclose certain information to you under the Fair Trading Act 1986. If you cancel in

accordance with the above rights, we will adjust the applicable finance arrangements under your 2 Cheap Cars Agreement and Disclosure Statement accordingly.

How much does SW cost?

The SW fee you pay us for this SW Agreement is \$ 595.00. This amount will form part of the initial unpaid balance on the date we advance funds to you under your Thorn Finance Agreement and Disclosure Statement.

How long does SW last?

We will provide you with SW from the date of the attached Thorn Finance Agreement and Disclosure Statement up to the final payment date. This final payment date is shown in the schedule of payments on the attached Thorn Finance Agreement and Disclosure Statement.

Important: we will only provide you with SW if you pay on time

We are only able to provide you with SW if you make your payments on time in accordance with your Thorn Finance Agreement and Disclosure Statement and keep to all the other terms and conditions of your Thorn Finance Agreement and Disclosure Statement and this SW Agreement.

If you are unable to make your payments because of financial hardship, it is important you contact us using the details in this document so you can arrange alternative payments.

SAMPLE

SW terms and conditions

1. What the words in this agreement mean

In this SW Agreement, unless the context otherwise requires:

Comprehensive Motor Vehicle Insurance Policy means a comprehensive insurance policy insuring the Vehicle for its full market value at the time of purchase against theft and accidental loss and damage and remaining in force at the date of the Total Loss that notes Thorn Group Financial Services Limited's interest as an additional insured and loss payee in respect of the 2 Cheap Cars Agreement and Disclosure Statement.

SW stands for shortfall waiver agreement and means the repayment waiver provided under this SW Agreement.

SW fee means the fee we charge you for providing SW, as shown on the front page of this SW Agreement.

Total Loss means either the Vehicle is stolen and not recovered, or it is damaged beyond economical repair, and the Vehicle is deemed a Total Loss under the Comprehensive Motor Vehicle Insurance Policy held by you.

Total Loss Payment means payment made under a Comprehensive Motor Vehicle Insurance Policy for Total Loss without adjustments or deductions as a result of a breach of that policy.

Vehicle means the motor vehicle identified in the Thorn Finance Agreement and Disclosure Statement including its standard equipment, tools and accessories at the commencement of the Thorn Finance Agreement and Disclosure Statement.

Any words defined in your Thorn Finance Agreement and Disclosure Statement, and not defined in this SW Agreement, have the meaning given to them in your Thorn Finance Agreement and Disclosure Statement.

- If you have SW and a Total Loss occurs and a Total Loss Payment is received by us, and you have kept to the terms of this SW Agreement with us, we will not require you to pay us any shortfall between the Total Loss Payment (less any penalty fees) and the balance outstanding due under your Thorn Finance Agreement and Disclosure Statement at the time we receive the Total Loss Payment, up to the maximum amount of \$5,000.**

- We will take into account any rebates to which you are entitled**

You may be entitled to a proportionate rebate of the SW fee (calculated in accordance with the Credit Contracts and Consumer Finance Act 2003) in some circumstances.

4. You do need to pay the fee and provide information

For SW to apply, you must do all of the following:

- d. obtain, maintain and comply with a Comprehensive Motor Vehicle Insurance Policy in respect of the Vehicle
- e. pay any premium, policy excess or other amount due under the Comprehensive Motor Vehicle Insurance Policy when required
- f. pay the SW fee (which will form part of the initial unpaid balance on the date we advance funds to you under your Thorn Finance Agreement and Disclosure Statement)
- g. comply with all the terms and conditions of your Thorn Finance Agreement and Disclosure Statement and this SW Agreement
- h. notify us of the occurrence causing Total Loss within 28 days
- i. complete our application form
- j. fully and correctly provide all other information, including a statutory declaration, if requested
- k. assist us with your application in any other way we reasonably request
- l. disclose to us all other information that may be materially relevant to the applicable event and the application of SW.

SAMPLE

5. SW is not the same as insurance

Neither SW nor this SW Agreement is the same as insurance. By entering into this SW Agreement, you are not entering into a contract of insurance with us.

Borrower Name

Witness Name

**Borrower
Signature**

**Witness
Signature**

Signed On

**Witness
Address**

SAMPLE

Payment Protection Waiver (PPW) Agreement Wage and Salary Earner

This PPW Agreement relates to your Thorn Finance Agreement and Disclosure Statement with us.

Who are you, and how can we contact you?

Your Name MR Thorn Car

Physical Address

67 Martin Street Monaco Nelson 7011

Phone Number

Mobile Number (021) 778530

Email sam.morgan@thornfinance.co.nz

How can you contact us?

You can contact us by:

- phoning us on 0800 342 584
- emailing us at services@thornfinance.co.nz
- writing to us at PO Box 204365, Highbrook, Manukau 2161.

What if you want to cancel this PPW Agreement?

You can cancel this PPW Agreement within 5 working days of receiving a copy of it by contacting us using any of the contact details at the top of this page (or any other contact details we've given you). You can also cancel if we don't comply with our obligations to disclose certain information to you under the Fair Trading Act 1986. If you cancel in accordance with the above rights, we will adjust the applicable finance arrangements under your 2 Cheap CarsThorn Finance Agreement and Disclosure Statement accordingly.

How much does PPW cost?

The fee you pay us for this PPW Agreement is \$ 469.00. This amount will form part of the initial unpaid balance on the date we provide funds to you under your Thorn Finance Agreement and Disclosure Statement with us.

How long does PPW last?

We will provide you with PPW from the date of the attached Thorn Finance Agreement and Disclosure Statement up to the final payment date. This final payment date is shown in the schedule of payments on the attached Thorn Finance Agreement and Disclosure Statement.

Important: we will only provide you with PPW if you pay on time

We are only able to provide you with PPW if you make your payments on time in accordance with your Thorn Finance Agreement and Disclosure Statement and keep to all the other terms and conditions of your Thorn Finance Agreement and Disclosure Statement and this PPW Agreement.

If you are unable to make your payments because of financial hardship, it is important you contact us using the details in this document so you can arrange alternative payments.

PPW terms and conditions

1. What the words in this agreement mean

In this PPW Agreement, unless the context otherwise requires:

Accident or sickness means that you are unable to maintain full-time employment for more than 7 consecutive days from the date that you first consult an independent registered medical practitioner because of bodily injury, illness or disease.

Full-time employment means working for salary, wages, commission, compensation, fees or other financial gain for at least 25 hours per week, or self-employment involving work for the sole purpose of a business for more than 25 hours a week.

Insolvency event means that you are unable to maintain full-time employment because you are self-employed and have been adjudicated bankrupt by a court, or because you are employed by a company over which you have direct financial control that company goes into liquidation.

Maximum waiver amount means:

- in relation to accident or sickness, \$5,000
- in relation to redundancy:
 - \$10,000 where the position from which you have been made redundant was held by you for at least 6 consecutive months prior to redundancy
 - \$5,000 where the position from which you have been made redundant was held by you for less than 6 consecutive months prior to redundancy.

PPW stands for payment protection waiver, and means the repayment waiver provided under this PPW Agreement.

PPW fee means the fee we charge you for providing PPW, as shown on the front page of this PPW Agreement.

Redundancy means that you are unable to maintain full-time employment because your position has become superfluous to the needs of your employer and you have registered as unemployed with Work and Income New Zealand.

Terminal illness means the final stage of a fatal disease which is incurable and irreversible and is likely, in our reasonable opinion, to result in your death within 6 months of the date of diagnosis.

Any words defined in your Thorn Finance Agreement and Disclosure Statement, and not defined in this PPW Agreement, have the meaning given to them in your Thorn Finance Agreement and Disclosure Statement.

2. **In the event of death, or if you are diagnosed with a terminal illness, and you have kept to the terms of this PPW Agreement with us, we will not require you (or your estate) to pay us the remaining payments due under your Thorn Finance Agreement and Disclosure Statement (subject to the exclusions listed below)**
3. **If you have PPW and you are unable to maintain full-time employment because of accident or sickness, and you have kept to the terms of this PPW Agreement, we will not require you to pay us the payments due under your Thorn Finance Agreement and Disclosure Statement while you remain unable to maintain full-time employment because of accident or sickness, up to the relevant maximum waiver amount (and subject to the exclusions listed below)**

You must let us know as soon as you are able to return to full-time employment.

4. **If you have PPW and you are unable to maintain full-time employment because of redundancy, and you have kept to the terms of this PPW Agreement, we will not require you to pay us the payments due under your Thorn Finance Agreement and Disclosure Statement while you remain unable to maintain full-time employment, up to the relevant maximum waiver amount (and subject to the exclusions listed below)**

You must let us know as soon as you are able to return to full-time employment.

5. **If you have PPW and you suffer an insolvency event, and you have kept to the terms of this PPW Agreement, we will not require you to pay us the payments due under your Thorn Finance Agreement and Disclosure Statement while you remain subject to the insolvency event (subject to the exclusions listed below)**

You must let us know as soon as you are able to return to full-time employment.

6. **It is important that you check that you do not already have insurance that covers you for these risks**

If so, PPW may not be suitable for you.

7. **The following exclusions apply**

PPW does not apply to:

- m. any event occurring while you are residing or working outside of New Zealand;
- n. death, terminal illness diagnosis, accident or sickness caused directly or indirectly by:
 - a. uncomplicated pregnancy or childbirth
 - b. suicide, attempted suicide or intentional self-inflicted injury or illness
 - c. AIDS or infection with a human immune-deficiency virus including suicide while infected
 - d. any sexually transmitted disease
 - e. any bodily injury or physical defect, or any illness, disease or degenerative condition, or symptom of any illness, disease or degenerative condition which you know existed at commencement of this PPW Agreement, or which you have sought or received medical advice on within 6 months preceding the commencement of this PPW Agreement
 - f. any psychological, psychiatric or nervous condition or disorder, including mental stress
 - g. asbestos, asbestosis or any related disease
 - h. any bodily injury suffered while under the influence of alcohol or drugs
 - i. alcoholism or drug addiction
 - j. involvement in a criminal activity, whether a conviction is entered or not
 - k. involvement in parachuting, hang gliding, competitive motor or water sport of any kind, or any professional sporting activity
 - l. air travel except as a fare paying or ticket holding passenger in an aircraft fully licensed for the carriage of passengers for hire or reward and operated by a regular airline or established charter service
- o. redundancy if it:
 - a. it is foreseeable at commencement of this PPW Agreement
 - b. is voluntary or the result of dismissal, or your resignation or retirement
 - c. occurs within 30 days of the commencement of this PPW Agreement
 - d. occurs when you are self-employed or a director
 - e. occurs on a fixed completion date or end of a defined period when you were working for a fixed or defined period
 - f. occurs when the work season ends if you were working in work of a seasonal nature, including but not restricted to fruit picking, shearing and working at a freezing works
- p. an insolvency event if:
 - a. the adjudication (judgement) of bankruptcy results from your own application
 - b. the application for liquidation was filed by you or on your behalf by an associated person
- q. any application made incorrectly, untruthfully or fraudulently
- r. any arrears as at the date of the death, terminal illness diagnosis, accident or illness, redundancy or insolvency event.

8. We will take into account any rebates to which you are entitled
You may be entitled to a proportionate rebate of the PPW fee (calculated in accordance with the Credit Contracts and Consumer Finance Act 2003) in some circumstances.

9. You do need to pay the fee and provide information

For PPW to apply, you (or your estate) must do all of the following:

- s. pay the PPW fee (which will form part of the initial unpaid balance on the date we advance funds to you under your Thorn Finance Agreement and Disclosure Statement)
- b. comply with all the terms and conditions of your Thorn Finance Agreement and Disclosure Statement and this PPW Agreement
- c. as soon as possible after sustaining an injury or contracting an illness, consult a registered medical practitioner and follow their advice and treatment at your expense
- d. notify us:
 - a. of any death, within 3 months of that occurrence
 - b. of any terminal illness diagnosis, accident or injury, redundancy or insolvency event, within 28 days of that occurrence
- e. complete our application form
- f. obtain a death certificate or medical certificate confirming your diagnosis from an independent registered medical practitioner
- g. fully and correctly provide all other information, including a statutory declaration, if requested
- h. assist us with your application in any other way we reasonably request, which may include undertaking a separate or additional medical examination for our confidential information at our expense
- i. disclose to us all other information that may be materially relevant to the applicable event and the application of PPW.

10. You may wish to insure against other events to which PPW does not apply

This PPW Agreement does not apply to the excluded events listed above, or other circumstances that may make it difficult for you to make the payments due under your Thorn Finance Agreement and Disclosure Statement.

You are responsible for (and may obtain insurance in case of) such an event.

11. PPW is not the same as insurance

Neither PPW nor this PPW Agreement is the same as insurance. By entering into this PPW Agreement, you are not entering into a contract of insurance with us.

Borrower Name

Witness Name

**Borrower
Signature**

**Witness
Signature**

Signed On

**Witness
Address**
