

<b>Client number</b>	<b>01638785</b>	<b>Account number</b>	<b>0000281713</b>	<b>Date of disclosure</b>	<b>31-08-2020</b>
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## Thorn Financial Secured Personal Loan Agreement

### Important: why you should read this document

This document tells you the key things you need to know about your agreement with us. 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. Keep this document in a safe place, in case you need to look at it again. Your right to cancel this agreement 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 each other?

Your name Joe Test Pool  
Physical address 52 Hammond  
Hairini Tauranga 3112  
Phone number  
Mobile number 02041853550  
Work number  
Email address james.grospe@dtr.co.nz

You can contact us by:

- phoning us on 0800 342 500
- 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 and how do you make payments?

#### Initial unpaid balance

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.

Initial unpaid balance – \$2,583.05

Made up of:

Funds Advanced - \$2,500.00  
Settlement Amount - \$0.00  
Application Fee \$75.00  
PPSR Fee \$8.05

First payment date 23-09-2020  
Number of payments 78  
Amount of each payment \$41.55  
Total of all payments (calculated as at the date of this agreement) \$3,240.90

A \$1.50 per fortnight administration fee is charged for each fortnight while any amount remains outstanding under this agreement. This is included in the payments described above and in the schedule of payments on page 6. 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.

#### Timing of payments

Frequency FORTNIGHTLY

### Is this a secured loan?

You give us a security interest in the secured assets (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 the 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 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.



\*L0000281713SCAGMT\*

This means that if you don't meet your obligations to us under this agreement, we may have the right to take (repossess) and sell the secured assets.

Our security interest secures all of your obligations to us under this agreement. If we repossess and sell the secured assets but the proceeds of the 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 security over the secured assets, and we can then carry out the actions described in clauses 12 and 13 of the terms and conditions (including repossessing and selling the secured assets).

### Secured asset details

VIN Number (Vehicle Identification Number	W0L0JBF68Y7051756
Vehicle Registration Number	APY771
Vehicle Make	HOLDEN
Vehicle Model	VECTRA
Year of Manufacturer	2000

### How much interest will we charge you?

#### Variable interest rate and term of the agreement

12.95 % per annum – Variable annual interest rate (as at the date of this agreement)

36 Term of the agreement (months)

Total amount of interest payable under this agreement (calculated as at the date of this agreement)  
\$540.43

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 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).

#### How we calculate and charge interest

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### 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 9.3 of the terms and conditions.

Our current credit fees and charges (not included in the initial unpaid balance above) are:

Early repayment fee	\$60	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
Re-finance fee	\$75	Charged to your account each time we have been required to re-finance an agreement (to cover the cost of processing and documenting the re-finance)

All credit 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).

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

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### **How will we keep you informed?**

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.

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### **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 the early repayment fee.

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

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.

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

#### **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 early because of a default). Our default interest rate is 5% per annum above the prevailing variable interest rate as at the date of this agreement. We can vary the default interest rate under clause 9.2 of the terms and conditions.

#### **Default fees**

If you don't keep to this agreement, you may need to pay default fees.

Our current default fees are as follows:

Late Payment Fee	\$15.00
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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)

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We'll also charge you other losses, costs and expenses that an event of default may cause, as described in clause 11 of the terms and conditions. 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 Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this agreement have been disclosed to you to cancel the contract.

#### **Time limits for cancellation**

You can cancel this agreement by letting us know in writing within 30 days from when we sent the agreement to you by email.

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

- Giving the notice to us in person at 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](mailto: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 this agreement 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.

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#### **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 explaining 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 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 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.

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#### **Who to contact if you have a dispute with us**

Financial Services Complaints Limited  
Level 4, Legal House

101 Lambton Quay  
PO Box 5967

Wellington 6140  
0800 347 257 / [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz) / [www.fscl.org.nz](http://www.fscl.org.nz)

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#### **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).

## 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 I understand this agreement fully.

I agree to borrow money from Thorn Group Financial Services Limited.

This agreement includes:

- this Thorn Financial Agreement
- the schedule of payments
- the terms and conditions

**Borrower name** Joe Test Pool

**Borrower signature**   
test (Aug 31, 2020 09:57 GMT+12)

**Signed on** Aug 31, 2020

## 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 monthly administration fee in accordance with this agreement, this schedule of payments may change and we will notify you as required by law.

Schedule Date	Principal	Interest	Admin fee	Principal Remaining
23-09-2020	\$27.18	\$12.87	\$1.50	\$2,555.87
07-10-2020	\$27.32	\$12.73	\$1.50	\$2,528.55
21-10-2020	\$27.46	\$12.59	\$1.50	\$2,501.09
04-11-2020	\$27.59	\$12.46	\$1.50	\$2,473.50
18-11-2020	\$27.73	\$12.32	\$1.50	\$2,445.77
02-12-2020	\$27.87	\$12.18	\$1.50	\$2,417.90
16-12-2020	\$28.01	\$12.04	\$1.50	\$2,389.89
30-12-2020	\$28.15	\$11.90	\$1.50	\$2,361.74
13-01-2021	\$28.29	\$11.76	\$1.50	\$2,333.45
27-01-2021	\$28.43	\$11.62	\$1.50	\$2,305.02
10-02-2021	\$28.57	\$11.48	\$1.50	\$2,276.45
24-02-2021	\$28.71	\$11.34	\$1.50	\$2,247.74
10-03-2021	\$28.85	\$11.20	\$1.50	\$2,218.89
24-03-2021	\$29.00	\$11.05	\$1.50	\$2,189.89
07-04-2021	\$29.14	\$10.91	\$1.50	\$2,160.75
21-04-2021	\$29.29	\$10.76	\$1.50	\$2,131.46
05-05-2021	\$29.43	\$10.62	\$1.50	\$2,102.03
19-05-2021	\$29.58	\$10.47	\$1.50	\$2,072.45
02-06-2021	\$29.73	\$10.32	\$1.50	\$2,042.72
16-06-2021	\$29.88	\$10.17	\$1.50	\$2,012.84
30-06-2021	\$30.02	\$10.03	\$1.50	\$1,982.82
14-07-2021	\$30.17	\$9.88	\$1.50	\$1,952.65
28-07-2021	\$30.32	\$9.73	\$1.50	\$1,922.33

11-08-2021	\$30.48	\$9.57	\$1.50	\$1,891.85
25-08-2021	\$30.63	\$9.42	\$1.50	\$1,861.22
08-09-2021	\$30.78	\$9.27	\$1.50	\$1,830.44
22-09-2021	\$30.93	\$9.12	\$1.50	\$1,799.51
06-10-2021	\$31.09	\$8.96	\$1.50	\$1,768.42
20-10-2021	\$31.24	\$8.81	\$1.50	\$1,737.18
03-11-2021	\$31.40	\$8.65	\$1.50	\$1,705.78
17-11-2021	\$31.55	\$8.50	\$1.50	\$1,674.23
01-12-2021	\$31.71	\$8.34	\$1.50	\$1,642.52
15-12-2021	\$31.87	\$8.18	\$1.50	\$1,610.65
29-12-2021	\$32.03	\$8.02	\$1.50	\$1,578.62
12-01-2022	\$32.19	\$7.86	\$1.50	\$1,546.43
26-01-2022	\$32.35	\$7.70	\$1.50	\$1,514.08
09-02-2022	\$32.51	\$7.54	\$1.50	\$1,481.57
23-02-2022	\$32.67	\$7.38	\$1.50	\$1,448.90
09-03-2022	\$32.83	\$7.22	\$1.50	\$1,416.07
23-03-2022	\$33.00	\$7.05	\$1.50	\$1,383.07
06-04-2022	\$33.16	\$6.89	\$1.50	\$1,349.91
20-04-2022	\$33.33	\$6.72	\$1.50	\$1,316.58
04-05-2022	\$33.49	\$6.56	\$1.50	\$1,283.09
18-05-2022	\$33.66	\$6.39	\$1.50	\$1,249.43
01-06-2022	\$33.83	\$6.22	\$1.50	\$1,215.60
15-06-2022	\$34.00	\$6.05	\$1.50	\$1,181.60
29-06-2022	\$34.16	\$5.89	\$1.50	\$1,147.44
13-07-2022	\$34.33	\$5.72	\$1.50	\$1,113.11
27-07-2022	\$34.51	\$5.54	\$1.50	\$1,078.60
10-08-2022	\$34.68	\$5.37	\$1.50	\$1,043.92
24-08-2022	\$34.85	\$5.20	\$1.50	\$1,009.07
07-09-2022	\$35.02	\$5.03	\$1.50	\$974.05
21-09-2022	\$35.20	\$4.85	\$1.50	\$938.85
05-10-2022	\$35.37	\$4.68	\$1.50	\$903.48
19-10-2022	\$35.55	\$4.50	\$1.50	\$867.93
02-11-2022	\$35.73	\$4.32	\$1.50	\$832.20
16-11-2022	\$35.91	\$4.14	\$1.50	\$796.29
30-11-2022	\$36.08	\$3.97	\$1.50	\$760.21
14-12-2022	\$36.26	\$3.79	\$1.50	\$723.95
28-12-2022	\$36.44	\$3.61	\$1.50	\$687.51
11-01-2023	\$36.63	\$3.42	\$1.50	\$650.88
25-01-2023	\$36.81	\$3.24	\$1.50	\$614.07
08-02-2023	\$36.99	\$3.06	\$1.50	\$577.08
22-02-2023	\$37.18	\$2.87	\$1.50	\$539.90
08-03-2023	\$37.36	\$2.69	\$1.50	\$502.54
22-03-2023	\$37.55	\$2.50	\$1.50	\$464.99
05-04-2023	\$37.73	\$2.32	\$1.50	\$427.26
19-04-2023	\$37.92	\$2.13	\$1.50	\$389.34
03-05-2023	\$38.11	\$1.94	\$1.50	\$351.23
17-05-2023	\$38.30	\$1.75	\$1.50	\$312.93
31-05-2023	\$38.49	\$1.56	\$1.50	\$274.44
14-06-2023	\$38.68	\$1.37	\$1.50	\$235.76
28-06-2023	\$38.88	\$1.17	\$1.50	\$196.88
12-07-2023	\$39.07	\$0.98	\$1.50	\$157.81
26-07-2023	\$39.26	\$0.79	\$1.50	\$118.55
09-08-2023	\$39.46	\$0.59	\$1.50	\$79.09
23-08-2023	\$39.66	\$0.39	\$1.50	\$39.43
06-09-2023	\$39.85	\$0.20	\$1.50	-\$0.42

## TERMS AND CONDITIONS

### 1 How to interpret this agreement

#### 1.1 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.

#### 1.2 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 4 of this agreement.

**Applicable damage or loss** means damage or loss due to flood, fire or theft.

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

**CCCFA** means the Credit Contracts and Consumer Finance Act 2003.

**Default interest rate** means the default interest rate specified on page 2 of this agreement. Default interest is charged in accordance with clause 9.2.

**Event of default** means an event outlined in clause 11 of these terms and conditions.

**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 Thorn Financial 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 1 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).

**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 4 of this agreement, which shows the payments you agree to make and the dates you agree to make the payments on.

**Secured assets** means the personal property that you grant us a security interest over, as specified on page 1.

**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 terms and conditions as set out on pages 7 to 9 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.

#### 1.3 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.
- 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) will be construed as references to that legislation as amended or re-enacted or as its application is modified by other legislation from time to time.

e Words that are in the singular also carry the plural meaning and vice versa.

f References to any agreement or document (including references to this agreement) are to the agreement or document as amended, varied, supplemented, novated or replaced.

### 2 By entering into this agreement, you agree that certain things are true

#### 2.1 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 secured assets 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 secured assets 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

#### 2.2 You agree that the things you tell us by entering into this agreement, as listed in clause 2.1, will continue to be true while this agreement lasts.

### 3 By entering into this agreement you make a commitment to us

#### 3.1 You will commit 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 let us know straight away if anything happens (including pending legal action) that may prevent you from carrying out your obligations under this agreement.
- b

#### 3.2 You will look after the secured assets

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

#### 3.3 You will not modify the secured assets

You will not interfere with, add to, or modify the secured assets without our prior written consent.

#### 3.4 You will use the secured assets carefully

You will use the secured assets in a careful and proper manner and make sure that the building or premises where you keep the secured assets are secure to prevent unauthorised entry.

#### 3.5 You will allow us to inspect the secured assets

You will permit us, our agents, and our representatives to inspect the secured assets from time to time. You will allow us or our agent to enter any building or premises where you keep the secured assets, 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 secured assets.

### 4 How you can use your loan

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

We will advance the initial unpaid balance listed on the Thorn agreement (less fees payable to or by us) on the date of the Thorn 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.

### 5 When and how to make payments

#### 5.1 When you must pay us

You will pay:

- a on each payment date the payment specified on page 1 of this agreement (or as otherwise agreed), and
- b immediately on demand by us any other sums that may be owing under this agreement.

#### 5.2 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.

**5.3 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 2 of this agreement.

**5.4 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 6.1 for our rights if we accept a part prepayment.

**5.5 How you can pay**

You can pay by any of the following:

- a direct debit

Payments may be made to us or to any third party authorised to accept payments on our behalf.

In each case, you must provide enough details for us to determine which account to pay the money into, and what the payment is for, as set out in your statement.

**5.6 You must make your payments 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.

**6 What we do with your payments**

**6.1 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.

**6.2 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 (in any order we choose, subject to our obligations at law).

**7 We will send statements to you regularly**

We will send you statements at least six monthly unless we are not 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.

**8 At any time, we can use any and all deposits held for your account and anything that we owe you, to pay what is owed under this or any other agreement you have with us.**

**8.1 You agree that:**

- a we do not have to give you notice;
- b we do not have to ask you to pay what you owe.
- c We agree to tell you immediately after we have used money to pay what is owed under other agreements.

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

**9.1 You may have to pay interest**

- a We charge interest (at the interest rate) on the unpaid balance of your account. Please see further information on page 2 of this agreement.
- b 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**

- a We charge default interest if you fail to make a payment required by this agreement. Please see further information on page 2 of this agreement.
- b 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**

- a Please see further information on pages 2 and 3 of this agreement.
- b 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 Insurance of the secured assets**

**10.1 You agree to keep the secured assets insured against applicable damage or loss**

You agree to keep each secured asset insured to its full insurable value with an independent insurer. The insurance will cover applicable damage or loss (at a minimum). You may wish to insure against other events. All insurance must be in our name and your name and clause 10.4 will apply. You agree to show us evidence of that insurance if we ask to see it.

**10.2 You must pay whatever is owed under this agreement**

If you fail to keep the secured assets insured as required by this clause, or if your insurer declines any insurance payment or any claim, applicable damage or loss is at your own risk.

You will still be obliged to pay all amounts you owe under this agreement if applicable damage or loss occurs to the secured assets.

**10.3 Damage to other property is not our responsibility**

If there is damage or loss to anything used with any secured asset, then (to the maximum extent permitted by law and subject to any other agreement we have with you) paying for the damage or loss is your responsibility and we do not need to pay, whether the damage or loss is caused by the secured asset or not.

**10.4 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 (or your estate) must be paid to us. We can use the money either to make good any damage to the secured assets, or to reduce the total unpaid balance under this agreement.

**11 If you don't keep to this agreement, you are in default**

**11.1 You are in default if any of the events listed in this clause 11 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 secured assets**

- e You do or allow anything that might negatively affect our security interest in any secured assets, including:
  - modifying a secured asset in any way;
  - losing possession of a secured asset (for example, by loaning, gifting, selling, or pawning it);
  - attempting to take a secured asset out of New Zealand; or
  - allowing any secured asset 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 any secured asset, or you allow a financing statement (as defined in the PPSA) to be registered against any secured asset in favour of someone other than us.
- k An order is made for the seizure of any secured asset for non-payment.

**12 If you are in default, we can take action**

**12.1 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.

**12.2 We can cancel this agreement, sue and repossess the secured assets:**

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 and/or
- c enforce our security interest and take possession of and sell any or all of the secured assets.

**12.3 You will pay all losses, costs and expenses**

- a You may need to pay the default fees described on page 3 of this agreement.
- b You agree that you will pay all other 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.

**12.4 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

**12.5 We can re-possess if we think a secured asset is at risk**

In addition to our other rights under this agreement, if at any time we consider any secured asset 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 secured asset. We will follow the provisions of the CCCFA when taking and repossessing any secured asset.

**12.6 We can enter any place where a secured asset is located**

You give us, our agents, and our representatives the right to enter any place where any secured asset may be held, and to search for, remove, and take possession of the secured asset. 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 13.6). 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.

**13 We have security interests in the secured assets**

**13.1 The secured assets are our security that you will keep this agreement**

You grant us a security interest in each secured asset 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.

**13.2 You will help us obtain and maintain priority in respect of the secured assets**

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.

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

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

**13.5 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.**

**13.6 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.

**13.7 You will not move the secured assets without our written consent**

While you owe any money (including advances, interest, charges, or fees) under this agreement, you will keep the secured assets at your address, unless we have given our consent in writing. This includes loaning, selling, or pawning the secured assets.

**14 Other amendments to this agreement**

**14.1 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.

**15 We don't waive any of our rights**

**15.1 Even if we don't exercise a particular right under this agreement, we still retain that right.**

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

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

**16 You cannot assign your rights under this agreement, but we can**

We may at any time assign or transfer our rights and/or obligations under this agreement. 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).

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

**17.1 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.

**17.2 You agree that the conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law 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):

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