

CREDIT CONTRACT and DISCLOSURE STATEMENT

ClientAddress

Loan Number	LoanId
Effective date of Statement	LoanStartDate

Account Name	LoanName
Loan Description	LoanDescription

IMPORTANT INFORMATION
Guarantor

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

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

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

You may send notices to the creditor by:

- Writing to the creditor at its postal address; or
- Sending a fax to the number specified (if any); or
- Sending an email to the address specified (if any).

Name: <Dealer/Broker Logo>

Postal Address: 46 Jones Road, Auckland
Phone: (0800) 9999999
Web: www.<Dealer/Broker>.co.nz
Email: bob@<Dealer/Broker>.co.nz

PO Box 11 512, Ellerslie, Auckland 1542
0800 929 929
www.fhlnz.org.nz
inquiry@fhl.org.nz
FULL NAME AND ADDRESS OF DEBTORS. This is the person responsible for making payments to the creditor.

JointNames
ELECTRONIC COMMUNICATION

I/We agree that we may receive electronic communication (including email and SMS/text message) for the purpose of making disclosure to me pursuant to the Credit Contracts and Consumer Finance Act 2003, providing me with notices and/or changes to Terms and Conditions and/or any other reason such as marketing of services and products.

My/Our preferred email address for communications is: _____ @ _____

My/Our preferred mobile number for receiving SMS/text message notifications (02_) _____

Please notify us in writing if you do not wish to receive any promotional material about services and products offered. If no such request is received from you we will take it that you have accepted and agreed to us using your personal information for these purposes.

CREDIT DETAILS

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

OpeningBalance made up of: _____ OpeningTransactions

Subsequent advance(s): There are no subsequent advances.

 Total advances: This is the total amount of all advances made or to be made to you. TotalAdvances
PAYMENTS.

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

Payments

 Total amount of payments (These figures include admin fees (if any)) BalancePayable
Method of Payment

PaymentMethod

INTEREST

Annual interest rate:

InterestRateAnnual

InterestRatePeriod

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

Method of charging interest

InterestMethod

Interest free period

InterestFreePeriod

ACKNOWLEDGEMENT

All Borrowers(s)

- acknowledges receipt of a copy of the Disclosure Statement and Credit Contract and Terms and Conditions applicable to this contract.
- have received a copy of the Terms and Conditions booklet accompanying this document, a copy which can be found on our website at www.fhlnz.co.nz
- confirms he/she has read and understood the documents described in (a) and (b) above.

DEBTOR'S SIGNATURE

DebtorSignature

IN CONSIDERATION of the Vendor agreeing at my request to enter into this agreement, I, the above signed, hereby guarantee to the Vendor and its successors and assigns payment of all moneys payable by the Purchaser above and the due and proper performance of all the obligations on the part of the Purchaser herein contained or implied. It is hereby declared that this guarantee shall not be affected by reason of any time or other indulgence granted by the Purchaser and that this is a continuing guarantee until actual payment and fulfillment by the Purchaser of his, her or their obligations under this agreement. I also acknowledge that I have been handed a copy of this agreement.

CREDITOR'S SIGNATURE

Signed on behalf of Creditor

 Signature

 Witness Signature

 Name

 Witness Name

 Title

 Witness Address

ASSIGNMENT

By executing this agreement the Vendor hereby confirms and advises to the Purchaser that the Vendor has transferred all of the Vendor's right, title and interest in this agreement to Financial Holdings Ltd of 17 Kalmia Street, Ellerslie, Auckland. The Vendor irrevocably direct the Purchaser to account direct to Financial Holdings Ltd for all moneys payable by the Purchaser under this agreement."

GUARANTEE

Each Guarantor (if any) guarantees, as principal debtor, the performance of the Customer's obligations under this Agreement on the terms set out in the Terms and Conditions

POWER OF ATTORNEY

Each Customer and each Guarantor (if any) irrevocably appoints the Creditor, and every officer, manager and attorney of the Creditor, separately, for valuable consideration to be the attorney of the Customer and each Guarantor, on the terms, but only to the extent set out in the Terms and Conditions

17 KALMIA STREET PO BOX 11512 ELLERSLIE , AUCKLAND 1004.

 ☎ +64 9 579 8374 OR 0800 929 929. 📠 +64 9 525 7295. 🌐 www.fhlnz.co.nz ✉ inquiry@fhl.org.nz

GOODS AND SERVICES TAX ADVICE

- I advise the Vendor that any sale or disposal of the goods by the Vendor as a consequence of my cancellation of or defaulting under this agreement shall not constitute a taxable supply of those goods (as defined in the Goods and Services Tax Act 1985) for the reason that I am not nor will be a registered person under that Act and I will not use the goods in the course of or furtherance of a taxable activity. Should I register as a supplier under the Goods and Services Tax Act 1985 then I shall advise the Vendor
- I am registered for GST under Number _____ / _____ / _____

CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Your credit contract may allow the creditor to vary this/these fee(s) and charge(s).

Fees

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading. For a full list of applicable fees please refer to www.fhlz.co.nz for our Schedule of Standard Fees and Charges. Please note that these amounts may change from time to time.

CONTINUING DISCLOSURE

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

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest

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

If you give a person other than the Creditor a security over the property, you may be in breach of this contract and the Creditor may exercise its rights under this contract including demanding payment of all monies outstanding under the contract and repossessing the property.

If the Creditor's rights under the security were to be exercised, the Debtor would be liable to the Creditor for the difference (if applicable) between the amount required to settle the contract and the net proceeds of the sale as at the date of sale.

Security

Disabling device

A disabling device is attached to the vehicle described above. Following is how the device might be activated; and how, if the vehicle is required in an emergency situation, you may obtain the use of the vehicle.

Operational procedures. FHL may change or modify these procedures and conditions as it seems fit.

- If we do not receive payment on time it is your responsibility to contact us and rectify the situation immediately. You can call FHL on 0800 929 929 during normal business hours.
- If your payment is late we will send you a text notifying that we have not received payment. This will go to the mobile phone number you have provided us – please ensure you keep this up to date.
- If you have not paid your installment after five days (the grace period) the system will immobilize the car and you will not be able to drive.
- If you have entered into a payment arrangement with us and you do not keep to the arrangement your car will be immobilized immediately. If you have broken an arrangement, the grace period can be reduced to one day for the remainder of the contract.
 - If your car has been immobilized and you make a catch-up payment your car will be remobilized the next morning of the next working day when your payment can be seen in our bank account. If you need to remobilize the vehicle on the same day you will need to include the \$34.50 same day release fee.
 - If the vehicle has been immobilized and an emergency has taken place you can call 0800 929 929 and FHL will have a manager make a discretionary decision based on reasonable grounds to temporarily mobilize the vehicle. For after-hours support please call Blackhawk Tracking Systems direct on 0800 252 254. The manager will determine how long the vehicle will be mobilized. If at the end of that time payment has still not been received the vehicle will be immobilized again. Any mobilizations may incur a \$34.50 fee at the discretion of the manager.
 - The unit is tamper proof. If you attempt to take it out, several areas of the vehicles' motor will be switched off. There will also be an additional charge of \$340.00 including GST to replace the unit.
 - If your car is stolen, towed, impounded, crashed etc., please let us know immediately.
 - Texting is our key means of communicating with you. It is very important that you inform of us of any number changes otherwise you may miss out on important messages. It is your responsibility to let us know if your contact details change.

Default interest charges and default fees

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

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

DefaultInterest

Default fees:

DefaultFees

Additional fees will be added for amounts payable to third parties should this account be referred for repossession or debt collection. These amounts will be charged at commercial rates.

Indicative repossession fees are in the range \$90-\$150 + GST, and are payable whether or not the goods are recovered.

Should it be necessary to appoint a field agent to make a personal visit there will be a charge ranging from \$50-\$90 + GST.

Should the account be referred to a debt collection agency there will be a fee charged by that agency of 15%-25% + GST of the outstanding balance.

Should it be necessary to resort to legal action to recover the debt, in addition to the debt collection agency fee there will be an additional \$175 charge to cover preparing the legal documents, and document service, as well as applicable district court filing fees.

Please refer to Baycorp at <https://services.nz.baycorpadvantage.com> for a full list of possible debt collection fees and charges.

FULL PREPAYMENT

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

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

Administrative costs/ fees: FullPrepaymentFees, will be charged for staff time, overheads and loss in accordance with sections 43(2), 51(1)(c) and s54 of the CCCFA 2003

RIGHT TO CANCEL

Statement or Right to Cancel

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

How to cancel

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

You must also return to the creditor any advance and any other property received by you under the contract.

Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 3 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 5 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 7 working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days.

What you may have to pay if you cancel

If you cancel the contract the creditor can charge you—

- the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.) and
- Interest for the period from the day you received the advance until the day you repay the advance This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately

★ Initial(s) _____

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the creditor for a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and
- (c) request one of the following:
 - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
 - both of the above; and
- (d) give the application to the creditor.

Do this as soon as possible. If you leave it for too long, the creditor may not have to consider your application.

DISPUTE RESOLUTION

Name of dispute resolution scheme: Insurance & Savings Ombudsman Scheme ('ISO')

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the creditor.

Contact details of dispute resolution scheme:

Phone: 0800 888 202

Website: www.iombudsman.org.nz

Business Address: Level 7, 99-105 Customhouse Quay, Wellington 6011

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Credit Registration Name: FINANCIAL HOLDINGS LIMITED

Registration Number: FSP26106

★ Initial(s) _____



DISCLOSURE & ACKNOWLEDGEMENT STATEMENT – INSTALLATION OF THE BLACKHAWK UNIT

This statement is provided to you by the creditors of your Loan Agreement so that you fully understand and consent to the installation of the Blackhawk Unit (the “Unit”) into your newly purchased and financed vehicle.

Installation

The Unit remains the property of the Creditor at all times. The Unit is installed by the Creditor to ensure that you make all of your payments on time as per the terms of your Loan Agreement. Failure to make your payments on the stated times in the Loan Agreement may result in the Unit immobilising your vehicle. You will not be able to start your vehicle until payment has been paid to the Creditor. Furthermore, the Creditor is able to use the Unit to locate the vehicle should repossession need to be enforced.

What you agree to

By signing this statement you fully agree and consent to the installation of the Unit for the whole term of the Loan Agreement and to pay for all the related charges. When all payments due in the Loan Agreement have been made the Creditor will remove the Unit from your vehicle or you may purchase the Unit if you wish.

PLEASE READ AND INITIAL BELOW TO INDICATE THAT YOU FULLY UNDERSTAND AND HAVE CONSENTED TO THE FOLLOWING TERMS WITH RESPECT TO THE INSTALLATION OF THE UNIT BEFORE TAKING DELIVERY OF THE VEHICLE:

I consent to the installation of the Unit in my financed vehicle. I am aware that there are charges regarding the installation of the Unit and charges regarding late payment. These are set out in the Loan Agreement and in this Statement.

INITIAL _____

I understand that the Unit is an immobilizer and will immobilize my vehicle if I do not pay on time as detailed under the Loan Agreement. I understand that the Unit has a GPS system. That it will locate the vehicle at any time in the event of late payment, if the car is stolen or crashed or if the Creditor reasonably believe that the vehicle is “at risk” as defined in Section 7 of the Credit (Repossession) Act 1997.

It is Important that you read this information.

INITIAL _____

I understand that the Creditor has the right to assign its rights, title and interest in the Loan Agreement at any time. Assignment of the Loan Agreement by the Creditor will not in any way affect the terms and conditions of this Disclosure Statement.

INITIAL _____

I understand and acknowledge that tampering with, altering, disconnecting or removing the Unit would be considered a default under the Loan Agreement. If I, or anyone else does this, I will be liable to pay for replacing and/or repairing the Unit. I understand that to replace the Unit will cost \$379.50 including GST plus installation fees. I also understand that in the event of a tampered or removed Unit, the Creditor can deem the vehicle to be “at risk” as defined in Section 7 of the Credit (Repossession) Act 1997, and is therefore able to repossess the vehicle immediately without having to serve upon me the Pre-possession notice as would otherwise be required of it by the Act, prior to taking possession of the vehicle.

INITIAL _____

I understand and acknowledge that if a scheduled payment is not received on or before the due date by the Creditors and if the grace period to make the payment of five days has expired, I may not be able to start the vehicle until the payment is received by the Creditor. I acknowledge that although I will not be able to start the vehicle, I agree that I will remain in possession of it, retain exclusive physical control of it and will remain responsible for its safety, insurance and all other respects as if I have complete control over the vehicle unless and until the Creditor takes possession in accordance with the Act.

INITIAL _____

I understand that if I have made and then broken an arrangement more than once, the 5 day grace period will not apply and if I miss any future arrangements my vehicle can be disabled immediately.

INITIAL _____

I understand that if I do not make a scheduled payment I will be in default of my contractual obligations as set out in the Loan Agreement and the Creditors will be entitled to exercise their rights and remedies in accordance with the terms of the Loan Agreement and the applicable laws.

INITIAL _____

I understand that only the Creditor or its authorized representatives are permitted to repair and perform maintenance on the Unit. Should maintenance or repairs be needed, I will promptly make available the vehicle at a place nominated by the Creditor. I understand that Blackhawk Tracking Systems Limited will pay for the costs for repair and maintenance, except for repairs that are caused by the tampering with, altering, disconnecting or removing the Unit.

INITIAL _____

I acknowledge that neither the Creditors nor its assignors has or will have any liability of any nature to me for any loss or cost incurred or suffered by me as a result of, directly or indirectly, any malfunctioning of the Unit or the normal operation of the Unit (the sole obligation of the Creditor being only to rectify or replace the Unit upon notification of a fault).

INITIAL _____

I understand that if there is a change of details such as my land phone, my mobile phone, my address or my email address I will call the Creditor immediately regarding the changes. I understand and consent that notification of late payment and information relating to the immobilization of my vehicle will be texted to me.

INITIAL _____

If I make a catch-up payment and my vehicle has been immobilized by the Unit, my vehicle will only be mobilized the next morning when the payment can be identified in the Creditors bank account. If my vehicle has been immobilized for non-payment of an instalment, and I want my car re-mobilized on that day, I will need to include a \$34.50 same day release fee in addition to my default fee. I will also need to provide proof of payment made via cash or bank cheque.

INITIAL _____

I give authority to debit my loan account the sum of \$25.30 per month for rental of the Unit.

INITIAL _____

I give authority to debit my loan account the sum of \$504.85 (GST inclusive) for the set up and installation of the Unit.

INITIAL _____

By signing below I acknowledge that I have read this document, I understand its contents and have received a copy of this document.

BLACKHAWK – INFORMATION SHEET

This page contains the current operational procedures and conditions at the time of signing the contract. FHL may change or modify these procedures and conditions as it seems fit.

- If we do not receive payment on time it is your responsibility to contact us and rectify the situation immediately. You can call FHL on 0800 929 929 during normal business hours.
- If your payment is late we will send you a text notifying that we have not received payment. This will go to the mobile phone number you have provided us – please ensure you keep this up to date.
- If you have not paid your installment after five days (the grace period) the system will immobilize the car and you will not be able to drive.
- If you have entered into a payment arrangement with us and you do not keep to the arrangement your car will be immobilized immediately. If you have broken an arrangement, the grace period can be reduced to one day for the remainder of the contract.
- If your car has been immobilized and you make a catch-up payment your car will be remobilized the next morning of the next working day when your payment can be seen in our bank account. If you need to remobilize the vehicle on the same day you will need to include the \$34.50 same day release fee.
- If the vehicle has been immobilized and a grave emergency has taken place you can call 0800 929 929 and FHL will have a manager make a discretionary decision based on reasonable grounds to temporarily mobilize the unit. The manager will determine how long the vehicle will be mobilized. If at the end of that time payment has still not been received the vehicle will be immobilized again. Any mobilizations may incur a \$34.50 fee at the discretion of the manager.
- The unit is tamper proof. If you attempt to take it out, several areas of the vehicles’ motor will be switched off. There will also be a \$ 504.85 including GST charge to replace the unit.
- If your car is stolen, towed, impounded, crashed etc., please let us know immediately. Call us on 0800 929 929.
- Texting is our key means of communicating with you. It is very important that you inform of us of any number changes otherwise you may miss out on important messages. It is your responsibility to let us know if your contact details change.