

# Finance Now

## Motor Vehicle Rates and Fees

Over 200 dealerships throughout New Zealand use our Credit Sales facility. From new to used motor vehicles, workshop repairs, warranty and accessories, we provide retail finance solution to a wide range of dealerships.

Our dealers can provide a wide range of credit options that can vary throughout the year depending on what they utilise for promotion. This can include the following products

### Interest Bearing

A standard interest bearing contract that allows you to pay for the goods at a fixed rate over a fixed period of time. The first payment is due 1 month from the contract start date with terms available from 3 to 60 months.

### Deferred Interest Bearing

This is a deferred first payment and is an interest contract that allows you to pay for the goods at a fixed rate over a fixed period of time. The first payment is delayed by the deferred period which can be from 3 to 6 months. The contract accrues interest during the deferred term.

### Combo Interest Free to Interest Bearing

This is a combined interest free/interest bearing contract. The interest free period is a monthly interest free period with the 1st payment being due 1 month from the contract start date. At the end of the interest free period you start paying interest on the agreed / contracted interest rate on the balance outstanding over the remaining term (you may pay off the balance at any time). If you pay off the contract within the interest free period you are only required to pay the amount borrowed plus any fees.

Interest free terms are available from 3 to 36 months with a total term of up to 60 months being available.

### Interest Free

A standard interest free contract that allows you to pay for the goods at a fixed rate over a fixed period of time with no interest. The interest free period is a monthly interest free period with the 1st payment being due 1 month from the contract start date. Terms are available from 3 to 60 months.

### Interest Rates

Motor Dealer Finance Interest Rates can range from 0% to 27.95% per annum.

This equates to approximately \$0 to \$156 of interest charged per \$1000 borrowed per annum.

### Motor Vehicle Dealer Loan Fees

Our Establishment Fee for finance is only applicable to approved contracts and the rates vary by Motor Vehicle dealer from \$100 to \$495. This is a one off charge and is included in your monthly payment.

The following credit fees and charges (which are not included in the Amount Financed) are, or may become, payable under, or in connection with, this Agreement. FNL may vary these fees and charges. Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment heading.

- \$3.50 Third party correspondence and statement requests
- Third party costs - \$10 administration charge
- Refund overpayment - lesser of \$10 or account balance
- \$95 loan variation
- \$2.50 Monthly Service Fee

### 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. Default interest is payable in accordance with the Default Interest clause in the supplied Terms and Conditions at the greater rate of  $F + 5\%$  per annum and 28% per annum where "F" = the Annual Interest Rate show above. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are also payable. FNL may vary these fees and charges.

- \$10 dishonour payment
- Broken arrangement - \$15 in each instance
- Written correspondence - \$10 in each case

# SECURED LOAN AGREEMENT AND DISCLOSURE STATEMENT

Finance Now Limited

C/- The Administrator  
Private Bag 41902, St Lukes, Auckland 1346

finance  
**NOW**



<b>Dated</b>		<b>Retailer</b>		
<b>REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER</b>		Creditor Registration Name: Finance Now Limited	Registration Number: FSP42822	
<p><b>IMPORTANT</b> – This Agreement is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (the "Act") and Finance Now Ltd ("FNL") is required to provide you with this disclosure statement, which incorporates the Disclosure Terms (this "Disclosure Statement") under section 17 of the Act. This <b>Disclosure Statement</b> sets out the key information about your consumer credit contract. This Loan Agreement &amp; Disclosure Statement together with the Terms and Conditions (this "Agreement") form your credit contract with FNL. You should read it thoroughly. <b>If you do not understand anything in this Agreement, you should seek independent advice.</b> You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement (see the Disclosure Terms for further details). <b>Note that strict time limits apply.</b></p> <p>You are protected by responsible lending laws. Because of these protections, any recommendations given to you about this loan are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.</p>				
<b>BORROWER</b>		<b>BORROWER / GUARANTOR</b>		
Name		Name		
Address		Address		
Email		Email		
<b>DISBURSEMENT OF ADVANCES</b>				
<b>To</b>	<b>Address/Details</b>	<b>Reference</b>	<b>Amount</b>	
			\$	
<b>Total Advances.</b> This is the total amount of all advances made.			\$	
<b>CREDIT DETAILS</b>		<b>ANNUAL INTEREST RATE</b>	<b>TOTAL INTEREST CHARGES</b>	
<b>Advance Requested</b>	\$ _____	_____ % p.a. fixed for the balance of the term of the Agreement being _____ months, commencing after the expiry of the interest free period (if any).	This is the total amount of the interest charges payable under this Agreement \$ _____	
+ Payment Protection Insurance	\$ _____			
+ Establishment Fee	\$ _____			
- Cash Deposit or Trade	\$ _____			
<b>Initial unpaid balance ("Amount Financed").</b> This is the amount you owe as at the date of this statement (including any fees charged by FNL).	\$ _____	<b>Interest Free Period</b> - Interest free period of _____ months. When interest will begin to accrue: ____ / ____ / ____		
<p><b>Method of charging interest</b> - Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.</p>				
<p><b>PAYMENTS: You are required to make each payment of the amount specified and by the time specified (the first and last payment dates may vary prior to commencement and changes will be notified to you).</b></p>				
<b>Timing of Payments</b> Frequency: Monthly First Payment ____ / ____ / ____ Last Payment ____ / ____ / ____	<b>Number of payments</b> _____ <b>Monthly Service Fee</b> \$ _____	<b>Amount of Each Payment</b> \$ _____ Final payment of: \$ _____	<b>Total Amount of Payments</b> \$ _____	<b>Method of Payment</b> Direct Debit / AP / or <b>Frequency of payment</b> Weekly / Fortnightly / Monthly
Payments can be made by direct bank to FNL's bank account at Westpac, account number: 03-0931-0358991-00				
<b>CONTINUING DISCLOSURE</b>				
The Creditor is required to provide you with regular statements. The statements will give you information about your account. Statements will be provided 6 monthly by way of post or email.				
<b>SECURITY - THIS IS A SECURED LOAN AGREEMENT</b>				
Description (Make/Model)	Year	Model Number / Serial Number	Colour	Cash Price
<b>WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS</b>				
Security Interest - If any property is listed under the heading "Security", then FNL has (or will have) a security interest in the listed property to secure performance of your obligations under this Agreement and the payment of all money under this Agreement and under any other agreement with FNL which you may have now or in the future (the "Outstanding Monies"). The obligations and Outstanding Monies are also secured by any other security interests over other property ("Other Property") granted by you to FNL. You agree that you will not grant a security interest in any property or land listed under the heading "Security", to any other person without our written consent. If you fail to meet your commitments under this Agreement, then to the extent of any security interests, FNL may be entitled to repossess and sell the listed property and/or Other Property. If this occurs and there are insufficient sale proceeds to meet all Outstanding Monies, you will remain liable to FNL for the shortfall.				
<b>ACKNOWLEDGEMENTS</b>				
a. I/We have received, read and understood and a copy of this Loan Agreement & Disclosure Statement together with the Terms and Conditions and acknowledge that it constitutes disclosure as required by the Act and that a copy of these documents may also be sent to us/me electronically where my email address has been provided in my application. b. I/We acknowledge that FNL may receive and pay commissions to and from various suppliers of services, brokers, insurers and other persons as a result of this Agreement including the retailer of any goods/property purchased with the advances made by FNL under this Agreement. c. I/We acknowledge that the Amount Financed is to be used wholly or predominantly for personal, domestic and/or household purposes only and not for investment purposes. d. Should I/we have purchased consumer credit insurance then I/we agree that the Application for Finance, together with this Agreement and the insurer's standard policy terms and conditions which have been delivered to me/us, form the policy between me/us and the insurer. e. I/We consent to receiving continuing disclosure statements by electronic means.				
<b>BORROWER SIGNATURE</b>		<b>BORROWER SIGNATURE</b>		
Signed by the above named Borrower(s)		Signed by the above named Borrower(s)		

These Disclosure Terms should be read together with, and form part of, your Secured/Unsecured Loan Agreement & Disclosure Statement. Any capitalised terms not defined in these Disclosure Terms are defined in your Secured/Unsecured Loan Agreement & Disclosure Statement or the Terms and Conditions.

<b>CREDIT FEES AND CHARGES</b>		
\$3.50 Third party correspondence and statement requests	Third party costs - \$10 administration charge	\$95 loan variation
Refund overpayment - lesser of \$10 or account balance		
<b>DEFAULT INTEREST CHARGES AND DEFAULT FEES</b>		
In the event of a default in payment and while the default continues you must pay the default interest charges. Default interest is payable in accordance with the Default Interest clause in the supplied Terms and Conditions at the greater rate of F + 5% per annum and 28% per annum where "F" = the Annual Interest Rate show above. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are also payable. FNL may vary these fees and charges.		
\$10 dishonour payment	Broken arrangement - \$15 in each instance	Written correspondence - \$10 in each case
<b>FULL PREPAYMENT</b>		
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 (Early Termination Fee) to compensate FNL for any loss resulting from the full prepayment. FNL may have suffered a loss if FNL's current interest rate is lower than the interest rate applying to this Agreement. The amount of the Early Termination Fee is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004. You may also have to pay FNL's administrative costs relating to the full prepayment (being a \$10 processing charge at settlement).		
<b>RIGHT TO CANCEL</b>		
You are entitled to cancel this Agreement by giving notice to FNL.		
<b>Time limits for cancellation</b>		
You must give notice that you intend to cancel this Agreement:		
a. within 5 working days of the statement date on the front of this document if this Disclosure Statement is given to you in person; or		
b. within 7 working days of the date the Disclosure Statement is sent if this Disclosure is sent by email or otherwise provided electronically; or		
c. within 9 working days of the date of posting if this Disclosure Statement is posted to you.		
Saturday, Sundays and national public holidays are not counted as working days.		
<b>How to cancel</b>		
To cancel, you must give to FNL written notice that you intend to cancel the Agreement by		
<ul style="list-style-type: none"> <li>• giving notice to FNL or an employee or agent of FNL; or</li> <li>• posting the notice to FNL; or</li> <li>• emailing the notice to FNL's email address (specified at the top of this Disclosure Statement); or</li> <li>• sending the notice to FNL's fax number (specified at the top of this Disclosure Statement).</li> </ul>		
You must also, within the same time, return to FNL any advance and any other property received by you under the agreement.		
<b>What you may have to pay if you cancel?</b>		
If you cancel the Agreement, FNL can charge you the amount of any reasonable expenses FNL had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the Agreement, FNL can also charge you interest for the period from the day you received the advance until the day you repay the advance.		
<b>WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP</b>		
If you are unable to reasonably 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 FNL 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: <ul style="list-style-type: none"> <li>• an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or</li> <li>• a postponement of the dates on which payments are due under the agreement (specify the period for which you want this to apply); or</li> <li>• both of the above; and</li> </ul>		
d. Give the application to FNL.		
Do this as soon as possible. If you leave it for too long, FNL may not have to consider your application.		
<b>DISPUTE RESOLUTION</b>		
If you are unhappy with the outcome of an experience with Finance Now, we want to know about it. The best way to get in touch with FNL is by calling on phone: <b>0800 40 50 70</b> or email: <b>customer@financenow.co.nz</b> . If for any reason we have been unable to reach a resolution you can ask for independent help from the Insurance and Financial Services Ombudsman Scheme. Finance Now is a participant of the Insurance and Financial Services Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues. For further details see their website: <a href="http://www.ifso.nz">www.ifso.nz</a> . Contact details are: Phone: 0800 888 202. Postal address: PO Box 10-845 Wellington 6143		
<b>CONTACT DETAILS FOR FINANCE NOW</b>		
Name:	Finance Now Limited (the "Creditor" or "FNL")	Phone: <b>0800 40 50 70</b>
Physical Address:	81 Yarrow Street, Invercargill 9810	Fax: <b>0508 329 669</b>
Postal Address:	PO Box 1204, Invercargill	Email: <b>customer@financenow.co.nz</b>
You may send notices to us or make any enquiries to us by calling us, sending us an email or writing to us (contact details provided above).		

<b>Dated</b>	<b>Retailer</b>
--------------	-----------------

<b>REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER</b>	Creditor Registration Name: Finance Now Limited	Registration Number: FSP42822
--	---	-------------------------------

**IMPORTANT** – This Agreement is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (the "Act") and Finance Now Ltd ("FNL") is required to provide you with this disclosure statement, which incorporates the Disclosure Terms (this "Disclosure Statement") under section 17 of the Act. This **Disclosure Statement** sets out the key information about your consumer credit contract. This Loan Agreement & Disclosure Statement together with the Terms and Conditions (this "Agreement") form your credit contract with FNL. You should read it thoroughly. **If you do not understand anything in this Agreement, you should seek independent advice.** You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement (see the Disclosure Terms for further details). **Note that strict time limits apply.**

You are protected by responsible lending laws. Because of these protections, any recommendations given to you about this loan are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

<b>BORROWER</b>	<b>BORROWER / GUARANTOR</b>
Name	Name
Address	Address
Email	Email

<b>DISBURSEMENT OF ADVANCES</b>			
To	Address/Details	Reference	Amount
			\$
<b>Total Advances.</b> This is the total amount of all advances made.			\$

<b>CREDIT DETAILS</b>	<b>ANNUAL INTEREST RATE</b>	<b>TOTAL INTEREST CHARGES</b>
<b>Advance Requested</b> + Payment Protection Insurance + Establishment Fee - Cash Deposit or Trade	_____ % p.a. fixed for the balance of the term of the Agreement being _____ months, commencing after the expiry of the interest free period (if any).	This is the total amount of the interest charges payable under this Agreement \$ _____
<b>Initial unpaid balance ("Amount Financed").</b> This is the amount you owe as at the date of this statement (including any fees charged by FNL).	<b>Interest Free Period</b> - Interest free period of _____ months. When interest will begin to accrue: ____ / ____ / ____	\$ _____

**Method of charging interest** - Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.

**PAYMENTS: You are required to make each payment of the amount specified and by the time specified (the first and last payment dates may vary prior to commencement and changes will be notified to you).**

Timing of Payments	Number of payments	Amount of Each Payment	Total Amount of Payments	Method of Payment
Frequency: Monthly First Payment ____ / ____ / ____ Last Payment ____ / ____ / ____	_____ <b>Monthly Service Fee</b> \$ _____	\$ _____ Final payment of: \$ _____	\$ _____	Direct Debit / AP / or <b>Frequency of payment</b> Weekly / Fortnightly / Monthly

Payments can be made by direct bank to FNL's bank account at Westpac, account number: 03-0931-0358991-00

**CONTINUING DISCLOSURE**  
 The Creditor is required to provide you with regular statements. The statements will give you information about your account. Statements will be provided 6 monthly by way of post or email.

**SECURITY - THIS IS A SECURED LOAN AGREEMENT**

Description (Make/Model)	Year	Model Number / Serial Number	Colour	Cash Price

**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**  
 Security Interest - If any property is listed under the heading "Security", then FNL has (or will have) a security interest in the listed property to secure performance of your obligations under this Agreement and the payment of all money under this Agreement and under any other agreement with FNL which you may have now or in the future (the "Outstanding Monies"). The obligations and Outstanding Monies are also secured by any other security interests over other property ("Other Property") granted by you to FNL. You agree that you will not grant a security interest in any property or land listed under the heading "Security", to any other person without our written consent. If you fail to meet your commitments under this Agreement, then to the extent of any security interests, FNL may be entitled to repossess and sell the listed property and/or Other Property. If this occurs and there are insufficient sale proceeds to meet all Outstanding Monies, you will remain liable to FNL for the shortfall.

**ACKNOWLEDGEMENTS**

- I/We have received, read and understood and a copy of this Loan Agreement & Disclosure Statement together with the Terms and Conditions and acknowledge that it constitutes disclosure as required by the Act and that a copy of these documents may also be sent to us/me electronically where my email address has been provided in my application.
- I/We acknowledge that FNL may receive and pay commissions to and from various suppliers of services, brokers, insurers and other persons as a result of this Agreement including the retailer of any goods/property purchased with the advances made by FNL under this Agreement.
- I/We acknowledge that the Amount Financed is to be used wholly or predominantly for personal, domestic and/or household purposes only and not for investment purposes.
- Should I/we have purchased consumer credit insurance then I/we agree that the Application for Finance, together with this Agreement and the insurer's standard policy terms and conditions which have been delivered to me/us, form the policy between me/us and the insurer.
- I/We consent to receiving continuing disclosure statements by electronic means.

<b>BORROWER SIGNATURE</b>	<b>BORROWER SIGNATURE</b>
Signed by the above named Borrower(s)	Signed by the above named Borrower(s)

**PLEASE ENSURE THE BORROWER AND ANY GUARANTOR RECEIVES A SIGNED COPY FNL TO RECEIVE A SIGNED COPY/ORIGINAL BEFORE THE LOAN IS ENTERED INTO.**

These Disclosure Terms should be read together with, and form part of, your Secured/Unsecured Loan Agreement & Disclosure Statement. Any capitalised terms not defined in these Disclosure Terms are defined in your Secured/Unsecured Loan Agreement & Disclosure Statement or the Terms and Conditions.

<b>CREDIT FEES AND CHARGES</b>		
\$3.50 Third party correspondence and statement requests	Third party costs - \$10 administration charge	\$95 loan variation
Refund overpayment - lesser of \$10 or account balance		
<b>DEFAULT INTEREST CHARGES AND DEFAULT FEES</b>		
In the event of a default in payment and while the default continues you must pay the default interest charges. Default interest is payable in accordance with the Default Interest clause in the supplied Terms and Conditions at the greater rate of F + 5% per annum and 28% per annum where "F" = the Annual Interest Rate show above. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are also payable. FNL may vary these fees and charges.		
\$10 dishonour payment	Broken arrangement - \$15 in each instance	Written correspondence - \$10 in each case
<b>FULL PREPAYMENT</b>		
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 (Early Termination Fee) to compensate FNL for any loss resulting from the full prepayment. FNL may have suffered a loss if FNL's current interest rate is lower than the interest rate applying to this Agreement. The amount of the Early Termination Fee is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004. You may also have to pay FNL's administrative costs relating to the full prepayment (being a \$10 processing charge at settlement).		
<b>RIGHT TO CANCEL</b>		
You are entitled to cancel this Agreement by giving notice to FNL.		
<b>Time limits for cancellation</b>		
You must give notice that you intend to cancel this Agreement:		
a. within 5 working days of the statement date on the front of this document if this Disclosure Statement is given to you in person; or		
b. within 7 working days of the date the Disclosure Statement is sent if this Disclosure is sent by email or otherwise provided electronically; or		
c. within 9 working days of the date of posting if this Disclosure Statement is posted to you.		
Saturday, Sundays and national public holidays are not counted as working days.		
<b>How to cancel</b>		
To cancel, you must give to FNL written notice that you intend to cancel the Agreement by		
<ul style="list-style-type: none"> <li>• giving notice to FNL or an employee or agent of FNL; or</li> <li>• posting the notice to FNL; or</li> <li>• emailing the notice to FNL's email address (specified at the top of this Disclosure Statement); or</li> <li>• sending the notice to FNL's fax number (specified at the top of this Disclosure Statement).</li> </ul>		
You must also, within the same time, return to FNL any advance and any other property received by you under the agreement.		
<b>What you may have to pay if you cancel?</b>		
If you cancel the Agreement, FNL can charge you the amount of any reasonable expenses FNL had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the Agreement, FNL can also charge you interest for the period from the day you received the advance until the day you repay the advance.		
<b>WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP</b>		
If you are unable to reasonably 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 FNL 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:		
<ul style="list-style-type: none"> <li>• an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or</li> <li>• a postponement of the dates on which payments are due under the agreement (specify the period for which you want this to apply); or</li> <li>• both of the above; and</li> </ul>		
d. Give the application to FNL.		
Do this as soon as possible. If you leave it for too long, FNL may not have to consider your application.		
<b>DISPUTE RESOLUTION</b>		
If you are unhappy with the outcome of an experience with Finance Now, we want to know about it. The best way to get in touch with FNL is by calling on phone: <b>0800 40 50 70</b> or email: <b>customer@financenow.co.nz</b> . If for any reason we have been unable to reach a resolution you can ask for independent help from the Insurance and Financial Services Ombudsman Scheme. Finance Now is a participant of the Insurance and Financial Services Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues. For further details see their website: <a href="http://www.ifso.nz">www.ifso.nz</a> . Contact details are: Phone: 0800 888 202. Postal address: PO Box 10-845 Wellington 6143		
<b>CONTACT DETAILS FOR FINANCE NOW</b>		
Name:	Finance Now Limited (the "Creditor" or "FNL")	Phone: <b>0800 40 50 70</b>
Physical Address:	81 Yarrow Street, Invercargill 9810	Fax: <b>0508 329 669</b>
Postal Address:	PO Box 1204, Invercargill	Email: <b>customer@financenow.co.nz</b>
You may send notices to us or make any enquiries to us by calling us, sending us an email or writing to us (contact details provided above).		

<b>Dated</b>	<b>Retailer</b>
--------------	-----------------

<b>REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER</b>	Creditor Registration Name: Finance Now Limited	Registration Number: FSP42822
--	---	-------------------------------

**IMPORTANT** – This Agreement is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (the "Act") and Finance Now Ltd ("FNL") is required to provide you with this disclosure statement, which incorporates the Disclosure Terms (this "Disclosure Statement") under section 17 of the Act. This **Disclosure Statement** sets out the key information about your consumer credit contract. This Loan Agreement & Disclosure Statement together with the Terms and Conditions (this "Agreement") form your credit contract with FNL. You should read it thoroughly. **If you do not understand anything in this Agreement, you should seek independent advice.** You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement (see the Disclosure Terms for further details). **Note that strict time limits apply.**

You are protected by responsible lending laws. Because of these protections, any recommendations given to you about this loan are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

<b>BORROWER</b>	<b>BORROWER / GUARANTOR</b>
Name	Name
Address	Address
Email	Email

<b>DISBURSEMENT OF ADVANCES</b>			
To	Address/Details	Reference	Amount
			\$

**Total Advances.** This is the total amount of all advances made. \$

<b>CREDIT DETAILS</b>	<b>ANNUAL INTEREST RATE</b>	<b>TOTAL INTEREST CHARGES</b>
<b>Advance Requested</b> + Payment Protection Insurance + Establishment Fee - Cash Deposit or Trade	_____ % p.a. fixed for the balance of the term of the Agreement being _____ months, commencing after the expiry of the interest free period (if any).	This is the total amount of the interest charges payable under this Agreement  \$ _____
<b>Initial unpaid balance ("Amount Financed").</b> This is the amount you owe as at the date of this statement (including any fees charged by FNL).	<b>Interest Free Period</b> - Interest free period of _____ months. When interest will begin to accrue: ____ / ____ / ____	

**Method of charging interest** - Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.

**PAYMENTS: You are required to make each payment of the amount specified and by the time specified (the first and last payment dates may vary prior to commencement and changes will be notified to you).**

Timing of Payments	Number of payments	Amount of Each Payment	Total Amount of Payments	Method of Payment
Frequency: Monthly First Payment ____ / ____ / ____ Last Payment ____ / ____ / ____	_____ <b>Monthly Service Fee</b> \$ _____	\$ _____ Final payment of: \$ _____	\$ _____	Direct Debit / AP / or  <b>Frequency of payment</b> Weekly / Fortnightly / Monthly

Payments can be made by direct bank to FNL's bank account at Westpac, account number: 03-0931-0358991-00

**CONTINUING DISCLOSURE**

The Creditor is required to provide you with regular statements. The statements will give you information about your account. Statements will be provided 6 monthly by way of post or email.

**SECURITY - THIS IS A SECURED LOAN AGREEMENT**

Description (Make/Model)	Year	Model Number / Serial Number	Colour	Cash Price

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

Security Interest - If any property is listed under the heading "Security", then FNL has (or will have) a security interest in the listed property to secure performance of your obligations under this Agreement and the payment of all money under this Agreement and under any other agreement with FNL which you may have now or in the future (the "Outstanding Monies"). The obligations and Outstanding Monies are also secured by any other security interests over other property ("Other Property") granted by you to FNL. You agree that you will not grant a security interest in any property or land listed under the heading "Security", to any other person without our written consent. If you fail to meet your commitments under this Agreement, then to the extent of any security interests, FNL may be entitled to repossess and sell the listed property and/or Other Property. If this occurs and there are insufficient sale proceeds to meet all Outstanding Monies, you will remain liable to FNL for the shortfall.

**ACKNOWLEDGEMENTS**

- I/We have received, read and understood and a copy of this Loan Agreement & Disclosure Statement together with the Terms and Conditions and acknowledge that it constitutes disclosure as required by the Act and that a copy of these documents may also be sent to us/me electronically where my email address has been provided in my application.
- I/We acknowledge that FNL may receive and pay commissions to and from various suppliers of services, brokers, insurers and other persons as a result of this Agreement including the retailer of any goods/property purchased with the advances made by FNL under this Agreement.
- I/We acknowledge that the Amount Financed is to be used wholly or predominantly for personal, domestic and/or household purposes only and not for investment purposes.
- Should I/we have purchased consumer credit insurance then I/we agree that the Application for Finance, together with this Agreement and the insurer's standard policy terms and conditions which have been delivered to me/us, form the policy between me/us and the insurer.
- I/We consent to receiving continuing disclosure statements by electronic means.

<b>BORROWER SIGNATURE</b>	<b>BORROWER SIGNATURE</b>
Signed by the above named Borrower(s)	Signed by the above named Borrower(s)

**PLEASE ENSURE THE BORROWER AND ANY GUARANTOR RECEIVES A SIGNED COPY FNL TO RECEIVE A SIGNED COPY/ORIGINAL BEFORE THE LOAN IS ENTERED INTO.**



These Disclosure Terms should be read together with, and form part of, your Secured/Unsecured Loan Agreement & Disclosure Statement. Any capitalised terms not defined in these Disclosure Terms are defined in your Secured/Unsecured Loan Agreement & Disclosure Statement or the Terms and Conditions.

<b>CREDIT FEES AND CHARGES</b>		
\$3.50 Third party correspondence and statement requests	Third party costs - \$10 administration charge	\$95 loan variation
Refund overpayment - lesser of \$10 or account balance		
<b>DEFAULT INTEREST CHARGES AND DEFAULT FEES</b>		
In the event of a default in payment and while the default continues you must pay the default interest charges. Default interest is payable in accordance with the Default Interest clause in the supplied Terms and Conditions at the greater rate of F + 5% per annum and 28% per annum where "F" = the Annual Interest Rate show above. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are also payable. FNL may vary these fees and charges.		
\$10 dishonour payment	Broken arrangement - \$15 in each instance	Written correspondence - \$10 in each case
<b>FULL PREPAYMENT</b>		
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 (Early Termination Fee) to compensate FNL for any loss resulting from the full prepayment. FNL may have suffered a loss if FNL's current interest rate is lower than the interest rate applying to this Agreement. The amount of the Early Termination Fee is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004. You may also have to pay FNL's administrative costs relating to the full prepayment (being a \$10 processing charge at settlement).		
<b>RIGHT TO CANCEL</b>		
You are entitled to cancel this Agreement by giving notice to FNL.		
<b>Time limits for cancellation</b>		
You must give notice that you intend to cancel this Agreement:		
a. within 5 working days of the statement date on the front of this document if this Disclosure Statement is given to you in person; or		
b. within 7 working days of the date the Disclosure Statement is sent if this Disclosure is sent by email or otherwise provided electronically; or		
c. within 9 working days of the date of posting if this Disclosure Statement is posted to you.		
Saturday, Sundays and national public holidays are not counted as working days.		
<b>How to cancel</b>		
To cancel, you must give to FNL written notice that you intend to cancel the Agreement by		
<ul style="list-style-type: none"> <li>• giving notice to FNL or an employee or agent of FNL; or</li> <li>• posting the notice to FNL; or</li> <li>• emailing the notice to FNL's email address (specified at the top of this Disclosure Statement); or</li> <li>• sending the notice to FNL's fax number (specified at the top of this Disclosure Statement).</li> </ul>		
You must also, within the same time, return to FNL any advance and any other property received by you under the agreement.		
<b>What you may have to pay if you cancel?</b>		
If you cancel the Agreement, FNL can charge you the amount of any reasonable expenses FNL had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the Agreement, FNL can also charge you interest for the period from the day you received the advance until the day you repay the advance.		
<b>WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP</b>		
If you are unable to reasonably 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 FNL 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: <ul style="list-style-type: none"> <li>• an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or</li> <li>• a postponement of the dates on which payments are due under the agreement (specify the period for which you want this to apply); or</li> <li>• both of the above; and</li> </ul>		
d. Give the application to FNL.		
Do this as soon as possible. If you leave it for too long, FNL may not have to consider your application.		
<b>DISPUTE RESOLUTION</b>		
If you are unhappy with the outcome of an experience with Finance Now, we want to know about it. The best way to get in touch with FNL is by calling on phone: <b>0800 40 50 70</b> or email: <b>customer@financenow.co.nz</b> . If for any reason we have been unable to reach a resolution you can ask for independent help from the Insurance and Financial Services Ombudsman Scheme. Finance Now is a participant of the Insurance and Financial Services Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues. For further details see their website: <a href="http://www.ifso.nz">www.ifso.nz</a> . Contact details are: Phone: 0800 888 202. Postal address: PO Box 10-845 Wellington 6143		
<b>CONTACT DETAILS FOR FINANCE NOW</b>		
Name:	Finance Now Limited (the "Creditor" or "FNL")	Phone: <b>0800 40 50 70</b>
Physical Address:	81 Yarrow Street, Invercargill 9810	Fax: <b>0508 329 669</b>
Postal Address:	PO Box 1204, Invercargill	Email: <b>customer@financenow.co.nz</b>
You may send notices to us or make any enquiries to us by calling us, sending us an email or writing to us (contact details provided above).		

<b>Dated</b>	<b>Retailer</b>
--------------	-----------------

<b>REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER</b>	Creditor Registration Name: Finance Now Limited	Registration Number: FSP42822
--	---	-------------------------------

**IMPORTANT** – This Agreement is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (the "Act") and Finance Now Ltd ("FNL") is required to provide you with this disclosure statement, which incorporates the Disclosure Terms (this "Disclosure Statement") under section 17 of the Act. This **Disclosure Statement** sets out the key information about your consumer credit contract. This Loan Agreement & Disclosure Statement together with the Terms and Conditions (this "Agreement") form your credit contract with FNL. You should read it thoroughly. **If you do not understand anything in this Agreement, you should seek independent advice.** You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement (see the Disclosure Terms for further details). **Note that strict time limits apply.**

You are protected by responsible lending laws. Because of these protections, any recommendations given to you about this loan are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

<b>BORROWER</b>	<b>BORROWER / GUARANTOR</b>
-----------------	-----------------------------

Name	Name
Address	Address
Email	Email

**DISBURSEMENT OF ADVANCES**

To	Address/Details	Reference	Amount
			\$

**Total Advances.** This is the total amount of all advances made. \$

<b>CREDIT DETAILS</b>	<b>ANNUAL INTEREST RATE</b>	<b>TOTAL INTEREST CHARGES</b>
-----------------------	-----------------------------	-------------------------------

<b>Advance Requested</b> + Payment Protection Insurance + Establishment Fee - Cash Deposit or Trade	\$ _____ \$ _____ \$ _____ \$ _____	_____ % p.a. fixed for the balance of the term of the Agreement being _____ months, commencing after the expiry of the interest free period (if any).	This is the total amount of the interest charges payable under this Agreement \$ _____
<b>Initial unpaid balance ("Amount Financed").</b> This is the amount you owe as at the date of this statement (including any fees charged by FNL).	\$ _____	<b>Interest Free Period</b> - Interest free period of _____ months. When interest will begin to accrue: ____ / ____ / ____	

**Method of charging interest** - Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.

**PAYMENTS: You are required to make each payment of the amount specified and by the time specified (the first and last payment dates may vary prior to commencement and changes will be notified to you).**

<b>Timing of Payments</b> Frequency: Monthly First Payment ____ / ____ / ____ Last Payment ____ / ____ / ____	<b>Number of payments</b> _____ <b>Monthly Service Fee</b> \$ _____	<b>Amount of Each Payment</b> \$ _____ Final payment of: \$ _____	<b>Total Amount of Payments</b> \$ _____	<b>Method of Payment</b> Direct Debit / AP / or <b>Frequency of payment</b> Weekly / Fortnightly / Monthly
--	--	--	---	---

Payments can be made by direct bank to FNL's bank account at Westpac, account number: 03-0931-0358991-00

**CONTINUING DISCLOSURE**

The Creditor is required to provide you with regular statements. The statements will give you information about your account. Statements will be provided 6 monthly by way of post or email.

**SECURITY - THIS IS A SECURED LOAN AGREEMENT**

Description (Make/Model)	Year	Model Number / Serial Number	Colour	Cash Price

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

Security Interest - If any property is listed under the heading "Security", then FNL has (or will have) a security interest in the listed property to secure performance of your obligations under this Agreement and the payment of all money under this Agreement and under any other agreement with FNL which you may have now or in the future (the "Outstanding Monies"). The obligations and Outstanding Monies are also secured by any other security interests over other property ("Other Property") granted by you to FNL. You agree that you will not grant a security interest in any property or land listed under the heading "Security", to any other person without our written consent. If you fail to meet your commitments under this Agreement, then to the extent of any security interests, FNL may be entitled to repossess and sell the listed property and/or Other Property. If this occurs and there are insufficient sale proceeds to meet all Outstanding Monies, you will remain liable to FNL for the shortfall.

**ACKNOWLEDGEMENTS**

- I/We have received, read and understood and a copy of this Loan Agreement & Disclosure Statement together with the Terms and Conditions and acknowledge that it constitutes disclosure as required by the Act and that a copy of these documents may also be sent to us/me electronically where my email address has been provided in my application.
- I/We acknowledge that FNL may receive and pay commissions to and from various suppliers of services, brokers, insurers and other persons as a result of this Agreement including the retailer of any goods/property purchased with the advances made by FNL under this Agreement.
- I/We acknowledge that the Amount Financed is to be used wholly or predominantly for personal, domestic and/or household purposes only and not for investment purposes.
- Should I/we have purchased consumer credit insurance then I/we agree that the Application for Finance, together with this Agreement and the insurer's standard policy terms and conditions which have been delivered to me/us, form the policy between me/us and the insurer.
- I/We consent to receiving continuing disclosure statements by electronic means.

<b>BORROWER SIGNATURE</b>	<b>BORROWER SIGNATURE</b>
---------------------------	---------------------------

--	--

Signed by the above named Borrower(s)	Signed by the above named Borrower(s)
---------------------------------------	---------------------------------------

**PLEASE ENSURE THE BORROWER AND ANY GUARANTOR RECEIVES A SIGNED COPY FNL TO RECEIVE A SIGNED COPY/ORIGINAL BEFORE THE LOAN IS ENTERED INTO.**

These Disclosure Terms should be read together with, and form part of, your Secured/Unsecured Loan Agreement & Disclosure Statement. Any capitalised terms not defined in these Disclosure Terms are defined in your Secured/Unsecured Loan Agreement & Disclosure Statement or the Terms and Conditions.

<b>CREDIT FEES AND CHARGES</b>		
\$3.50 Third party correspondence and statement requests	Third party costs - \$10 administration charge	\$95 loan variation
Refund overpayment - lesser of \$10 or account balance		
<b>DEFAULT INTEREST CHARGES AND DEFAULT FEES</b>		
In the event of a default in payment and while the default continues you must pay the default interest charges. Default interest is payable in accordance with the Default Interest clause in the supplied Terms and Conditions at the greater rate of F + 5% per annum and 28% per annum where "F" = the Annual Interest Rate show above. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are also payable. FNL may vary these fees and charges.		
\$10 dishonour payment	Broken arrangement - \$15 in each instance	Written correspondence - \$10 in each case
<b>FULL PREPAYMENT</b>		
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 (Early Termination Fee) to compensate FNL for any loss resulting from the full prepayment. FNL may have suffered a loss if FNL's current interest rate is lower than the interest rate applying to this Agreement. The amount of the Early Termination Fee is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004. You may also have to pay FNL's administrative costs relating to the full prepayment (being a \$10 processing charge at settlement).		
<b>RIGHT TO CANCEL</b>		
You are entitled to cancel this Agreement by giving notice to FNL.		
<b>Time limits for cancellation</b>		
You must give notice that you intend to cancel this Agreement:		
a. within 5 working days of the statement date on the front of this document if this Disclosure Statement is given to you in person; or		
b. within 7 working days of the date the Disclosure Statement is sent if this Disclosure is sent by email or otherwise provided electronically; or		
c. within 9 working days of the date of posting if this Disclosure Statement is posted to you.		
Saturday, Sundays and national public holidays are not counted as working days.		
<b>How to cancel</b>		
To cancel, you must give to FNL written notice that you intend to cancel the Agreement by		
<ul style="list-style-type: none"> <li>• giving notice to FNL or an employee or agent of FNL; or</li> <li>• posting the notice to FNL; or</li> <li>• emailing the notice to FNL's email address (specified at the top of this Disclosure Statement); or</li> <li>• sending the notice to FNL's fax number (specified at the top of this Disclosure Statement).</li> </ul>		
You must also, within the same time, return to FNL any advance and any other property received by you under the agreement.		
<b>What you may have to pay if you cancel?</b>		
If you cancel the Agreement, FNL can charge you the amount of any reasonable expenses FNL had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the Agreement, FNL can also charge you interest for the period from the day you received the advance until the day you repay the advance.		
<b>WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP</b>		
If you are unable to reasonably 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 FNL 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:		
<ul style="list-style-type: none"> <li>• an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or</li> <li>• a postponement of the dates on which payments are due under the agreement (specify the period for which you want this to apply); or</li> <li>• both of the above; and</li> </ul>		
d. Give the application to FNL.		
Do this as soon as possible. If you leave it for too long, FNL may not have to consider your application.		
<b>DISPUTE RESOLUTION</b>		
If you are unhappy with the outcome of an experience with Finance Now, we want to know about it. The best way to get in touch with FNL is by calling on phone: <b>0800 40 50 70</b> or email: <b>customer@financenow.co.nz</b> . If for any reason we have been unable to reach a resolution you can ask for independent help from the Insurance and Financial Services Ombudsman Scheme. Finance Now is a participant of the Insurance and Financial Services Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues. For further details see their website: <a href="http://www.ifso.nz">www.ifso.nz</a> . Contact details are: Phone: 0800 888 202. Postal address: PO Box 10-845 Wellington 6143		
<b>CONTACT DETAILS FOR FINANCE NOW</b>		
Name:	Finance Now Limited (the "Creditor" or "FNL")	Phone: <b>0800 40 50 70</b>
Physical Address:	81 Yarrow Street, Invercargill 9810	Fax: <b>0508 329 669</b>
Postal Address:	PO Box 1204, Invercargill	Email: <b>customer@financenow.co.nz</b>
You may send notices to us or make any enquiries to us by calling us, sending us an email or writing to us (contact details provided above).		



