

# SECURED LOAN AGREEMENT & DISCLOSURE STATEMENT

Application Number

Dated	Retailer
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**IMPORTANT – IMPORTANT** – If this **Agreement** is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (the “**Act**”) Finance Now Limited (“**FNL**”) is required to provide you with this disclosure statement, which incorporates the [Standard 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 (which incorporates the Standard Terms) 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 (which incorporates the Standard Terms) should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement (see the [Standard Terms] further details). **Note that strict time limits apply.**

BORROWER	BORROWER / GUARANTOR
Name	Name
Address	Address
Email	Email

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

CREDIT DETAILS	ANNUAL INTEREST RATE	TOTAL INTEREST CHARGES
<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).  <b>Interest Free Period</b> - Interest free period of _____ months. When interest will begin to accrue: ___/___/___
<b>Initial unpaid balance</b> (“Amount Financed”). This is the amount you owe as at the date of this statement (including any fees charged by FNL).	\$ _____	This is the total amount of the interest charges payable under this Agreement  \$ _____

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

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

SECURITY - THIS IS A SECURED LOAN AGREEMENT				
Description (Make/Model)	Year	Model Number / Serial Number	Colour	Cash Price

- ACKNOWLEDGEMENTS**
- a. I/We acknowledge that we have received a copy of the Standard Terms and that they are deemed to be incorporated in, and form part of, this Loan Agreement & Disclosure Statement.
  - b. I/We have read, understood and received a copy of this Loan Agreement & Disclosure Statement (incorporating the Standard Terms), together with the Terms and Conditions and acknowledge that it constitutes disclosure as required by the Act. (c) 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.
  - d. 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.
  - e. 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.
  - f. I/We consent to receiving continuing disclosure statements by electronic means.

BORROWER SIGNATURE	BORROWER SIGNATURE
✓	✓
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.**

# STANDARD TERMS

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

## 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 (if you have consented).

## CREDIT FEES AND CHARGES

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

## 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.

## 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
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## CONTACT DETAILS OF THE CREDITOR

Name: Finance Now Limited, the "Creditor" or "FNL" (also trading as Marble Finance)	You may send notices to FNL by: <ul style="list-style-type: none"> <li>writing to FNL at its postal address; or</li> <li>sending a fax to the number specified; or</li> <li>sending an email to the address specified</li> </ul>
Physical Address: 81 Yarrow Street, Invercargill 9810	
Postal Address: PO Box 1204, Invercargill	
Phone / Fax / Email: 0800 40 50 70 / 0508 329 669 / customer@financenow.co.nz	

## 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 (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).

## RIGHT TO CANCEL

You are entitled to cancel this Agreement by giving notice to FNL.

### Time limits for cancellation

You must give notice that you intend to cancel this Agreement:

- 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
- within 7 working days of the date the Disclosure Statement is sent if this Disclosure is sent by email or otherwise provided electronically; or
- 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.

### How to cancel

To cancel, you must give to FNL written notice that you intend to cancel the Agreement by

- giving notice to FNL or an employee or agent of FNL; or
- posting the notice to FNL; or
- emailing the notice to FNL's email address (specified at the top of this Disclosure Statement); or
- sending the notice to FNL's fax number (specified at the top of this Disclosure Statement).

You must also, within the same time, return to FNL any advance and any other property received by you under the agreement.

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

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.

## WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

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:

- Make an application in writing; and
- Explain your reason(s) for the application; and
- Request one of the following:
  - an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or
  - a postponement of the dates on which payments are due under the agreement (specify the period for which you want this to apply); or
  - both of the above; and
- 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.

## DISPUTE RESOLUTION

FNL is a member of the Banking Ombudsman dispute resolution scheme. It is free to make a complaint to this independent dispute resolutions scheme. This scheme can help you to resolve any disagreement you have with FNL.

Contact details of the dispute resolution scheme are:

Phone: 0800 805 950  
Website: www.bankomb.org.nz  
Business address: Freepost 218002, PO Box 25327, Featherston Steet, Wellington 6146.

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor Registration Name: Finance Now Limited	Registration Number: FSP42822
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