

Welcome to Finance Now

Please keep this contract in a safe place

finance
NOW ✓

Glad we could help!

Thanks for choosing Finance Now Ltd (FNL) as your credit provider. We're a proudly New Zealand owned and operated company. Our parent is SBS Bank (Southland Building Society) and we've helped over 350,000 Kiwis like you get what they want since 2000.

Need to talk to us?

If you've got any questions about your recent finance purchase or you would like to update your personal details (like your address or contact numbers), just talk to our friendly customer service team.

Customer Services

0800 40 50 70 

PHONE

customer@financenow.co.nz 

EMAIL

Personal Loans

0800 299 399 

PHONE

askus@financenow.co.nz 

EMAIL

eMoney – Manage your finances anytime, anywhere

Just visit financenow.co.nz/emoney and register for our free text / internet service (your details will need to match the ones we have on file). Once verified, you can access your account balance anytime, anywhere. Just login online or text 'BAL' to 580. Signing up only takes 5 minutes.

Finance Now is a Qualifying Financial Entity under the Financial Advisers Act 2008. A copy of our full written disclosure statement is available on our website financenow.co.nz (free of charge). Finance Now is a responsible lender and an application for finance may be declined if a decision to lend would not, in Finance Now's opinion, be in accordance with its responsible lending obligations.

Please make sure you read the full Terms and Conditions in this booklet and keep in a safe place. There's lots of important information you need to know.



Make an additional payment

At Finance Now, you can make additional payments at any time by depositing funds into our Westpac Bank account: 03-0931-0358991-00.

Please include your Finance Now account number as the Reference Number on any deposits made.

You will receive your FNL account Number shortly with a welcome letter sent to the address on your contract. We recommend you write it in the box below for quick reference.

My account number is:

Did you know...

We can help you in other ways too?



Personal Loans

You never know when you might need a helping hand to get something you really want.



Family holiday



New or second car



Home renovation



**Consolidating your bills
and credit cards into one
convenient loan**

Whatever it is, you can apply for a Finance Now secured or unsecured personal loan from \$1,000 to \$20,000.*

We pride ourselves on providing 'money your way' – with competitive interest rates, flexible terms and payments to suit your pocket. Now that you're a Finance Now customer, it will be quick and easy as we simply need to update your details. You can have the money in 24 hours.**

Simply apply online or call 0800 299 399

*Terms and conditions apply. Finance Now normal lending criteria and loan terms apply.

**24 hour timeframe applies from approval of your loan by Finance Now, during normal business hours.





Retail Finance

With over 1,500 stores to choose from, you're spoilt for choice.

From furniture to home electronics, car accessories to musical instruments, you'll be able to get the things you want and repayments that suit your budget.

Use your Finance Now Card as ID to speed up the application process or do it with TXT XPRESS and get pre-approved by SMS.*

Less waiting and more shopping.



Insurance

We offer a range of retail and personal insurance products supplied by trusted companies to suit your needs.

- Provide stability with Payment Protection Insurance
- Care for your family with comprehensive life insurance
- Safeguard your assets against unexpected loss
- Protect your motor vehicle against damage and theft
- Cover yourself against expensive mechanical repairs



Business Finance

Our Rental and Term Loan products can help your business get what it needs now.

You can free up working capital and cash flow and you may also benefit from some tax efficiencies. Consult your tax specialist to confirm any tax benefits that apply to your business.



To find out more, visit financenow.co.nz or call our helpful team on 0800 299 399

*Terms and conditions apply. Finance Now's normal lending criteria and loan terms apply. Approval is subject to there being no deterioration in your financial position (from that previously disclosed to Finance Now).

About us

Finance Now was founded in 2000 to provide people just like you with a wide range of personal, quick and hassle-free financial products and services.

Over 350,000 Kiwis have already trusted us to see them right.

We're a local company, 100% owned and operated by Kiwis – and proud of it. Our parent is SBS Bank (Southland Building Society), an organisation that, like ourselves, puts people first. Established in 1869, SBS is the first building society in the world to have achieved bank registration while retaining its mutual structure. The SBS Group has assets of \$4 billion.

Finance Now is a participant of the Banking Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues. Finance Now has agreed to comply with the Code of Banking Practice.

For further details see their website: bankomb.org.nz



How Can We Help?

We're a New Zealand bank that's owned by its customers. We've been helping everyday kiwis manage their money for almost 150 years.

So, whether you're saving for your first home, planning on setting up a regular savings plan or just looking for that perfect banking partnership, we'd love to chat.

Our New Zealand based Contact Centre is open seven days a week and our smart Internet Banking website and Mobile App, give you access to manage your own accounts 24/7. We also have 16 branches throughout New Zealand where one of our friendly team members will be happy to help.

So whether you're looking to switch banks or you'd just like to know a little bit more about us and what we can do for you, get in touch with one of our team today.



We're with you.



0800 SBS BANK



sbsbank.co.nz



sbsbank
We're with you

A copy of the current Southland Building Society (SBS Bank) Disclosure Statement along with our Term Investment Terms & Conditions and OFE Adviser Disclosure Statement are available on request and free of charge from any branch or agency of SBS Bank or at sbsbank.co.nz

Fast store pre-approval on your mobile*

Exclusive to Finance Now customers

See something you really want? Simply text the word **Approve** (followed by a space) and your **Surname** to **580** and you could be pre-approved on the spot.*

We already have your details, so you have the convenience of store finance whenever you need it. It's fast, secure and FREE and another way we can help you manage 'Money your way'.

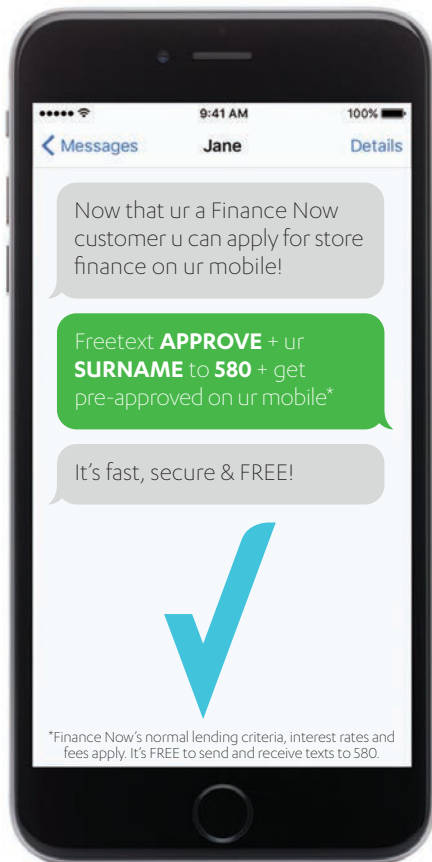
- With over 1,500 stores throughout New Zealand that use Finance Now, you're spoilt for choice.
- It's free to send and receive texts from 580.

Try it now

- Send **Approve** followed by a space and your **Surname** to **580**

For example – Approve Smith

- Look out for our promotional displays at participating retailers or visit: financenow.co.nz/our-retailers



For more information visit financenow.co.nz/txt-xpress

* Terms and conditions apply: Finance Now's normal lending criteria and loan terms for secured lending apply. Pre-approval is based on the information previously disclosed to Finance Now. If there has been a deterioration in your financial position, Finance Now may refuse to provide you finance or may reduce the amount it is willing to lend you.

Finance Now Card

ID card | EFTPOS card | ATM card

What type of card is it?

- It's an ID Card. Present it at over 1,500 retailers that use Finance Now to fast track your next finance application.
- Activate the Card and you can access money 24/7 through NZ's network of ATM and EFTPOS facilities

Activate now – use later

Activating your Card is free and you won't be charged any fees until you start using your Card, so activate your Card now and have it ready for when you need it.



Finance Now Card Benefits:

- Use it as ID at over 1,500 Finance Now retailers – for fast mobile verification.
- Activate now, use later - no fees until you start using the card.*
- Low interest rate from 19.95% p.a. for your every day needs or short term loan.
- It can be your everyday EFTPOS and ATM card.
- PLUS no EFTPOS transaction fees for purchases \$20 and over.*
- Free access to eMoney for 24/7 access to your balances and transactions.

Visit our **FAQ** page financenow.co.nz/fnl-card-faqs

0800 365 2273

*Terms and conditions apply.
Visit financenow.co.nz/fnlcard

Call us free **0800 FNL CARD** 

SECTION 1: SECURED AND UNSECURED LOAN AGREEMENTS - TERMS AND CONDITIONS

1. Provision of Advance

- 1.1 We agree to advance to you the Amount Financed on the terms and conditions set out in these Terms and Conditions.

2. Grant of Security

- 2.1 Where the Agreement is a Secured Loan Agreement, in consideration of us advancing the Amount Financed to you, you:

- (a) Grant to us a security interest in respect of your right, title and interest in the Property, where the details of the Property have been completed; and/or
- (b) Agree to mortgage all of your estate or interest in the Land, where the details of the Land have been completed in the "Security" section of the Disclosure Statement,

as security for the repayment of the Outstanding Monies and the performance of all covenants, conditions and agreements contained or implied in the Agreement.

3. Payments

- 3.1 Subject to any other provision in the Agreement, you agree to pay us the Balance Payable as provided in the Payment Schedule set out in the Disclosure Statement.
- 3.2 Subject to clause 4, we may (in our sole discretion) credit any payment or part prepayment in accordance with the Payment Schedule notwithstanding the actual time of receipt of any payment.

4. Full Prepayment

- 4.1 If you want to repay your Agreement in full prior to the last payment date as set out in the Disclosure Statement, you will be liable to pay:
- (a) The Unpaid Balance at the time of full prepayment;
 - (b) An Early Termination Fee; and
 - (c) Administration costs/fees of the amount set out in the Disclosure Statement, less an amount equal to a proportionate rebate of the premium paid under any consumer credit insurance contract (calculated in accordance with the Act) financed under the Agreement and arranged by us.

5. Your Undertaking in Relation to Land

- 5.1 Where the Agreement is a Secured Loan Agreement and all or any part of the Property is Land:
- (a) You shall on demand by us, execute a registrable Memorandum of Mortgage over the Land in favour of us in the form required by us; and
 - (b) The terms of the Memorandum of Mortgage shall form part of the Agreement.

6. Your Undertakings in Relation to

Vehicles

- 6.1 Where the Agreement is a Secured Loan Agreement and all or any part of the Property is a Vehicle:
- (a) The insurance to be effected under clause 24.1(a) shall be a motor vehicle comprehensive policy including coverage for loss or damage by fire, collision and theft and you indemnify us against all losses or damage to the Vehicle and from all claims arising out of accidents either to any person or vehicle caused by the Vehicle or the driver thereof; and
 - (b) You will, at your expense and during the continuance of the Agreement:
 - (i) keep the Vehicle duly registered and with a current warrant of fitness and you shall not allow any unlicensed or disqualified person to use the Vehicle and you will, whenever required, produce to us or our agents evidence of any such certificate or licence and receipts for all relevant payments;
 - (ii) pay all fines, payments for licences, taxes and other charges payable in respect of the Vehicle and will not alter, deface or conceal any name plate, number plate, words or numbers on the Vehicle;
 - (iii) advise us immediately of any loss or damage to the Vehicle; and
 - (iv) comply with all laws affecting the Vehicle or its possession or use, including punctually pay all money payable for work done to, and accessories and replacement parts supplied for, the Vehicle and will discharge all liabilities in respect of such work, accessories and replacement parts.

7. Collateral Securities

- 7.1 The Agreement is collateral to all other deeds, securities, documents and agreements made between us and any party to secure the Outstanding Monies, such that a default under any one such security shall be a default under the other but any release shall not operate as a release of any other security.
- 7.2 We may pursue our remedies and exercise our powers under the Agreement or the said collateral securities separately or concurrently.
- 7.3 You will perform and observe all the terms of every such collateral security.

SECTION 2: FINANCE NOW CARD FACILITY AND CARD - TERMS AND CONDITIONS

8. Finance Now Card Facility

- 8.1 Where we have provided you with a Finance Now Card Facility Agreement and Disclosure Statement, we agree to provide you with a revolving credit facility (the "Finance Now Card Facility"), up to your Credit Limit, on the

- terms and conditions set out in these Terms and Conditions and in the Disclosure Statement.
- 8.2 Your Finance Now Card Facility allows you to make multiple drawdowns (up to your Credit Limit) without having to complete an application form each time.
- 8.3 You will not be able to drawdown funds from your Finance Now Card Facility until you have activated your Card (see clause 10 of these Terms and Conditions for information about your Card).
- 9. About Your Card**
- 9.1 When you receive your Card it will be inactive (see clause 10 of these Terms and Conditions for how to activate your Card). Once your Card has been activated it will be linked to your Finance Now Card Facility. Further information about your Finance Now Card Facility (including interest rates and fees) is contained in the Disclosure Statement.
- 9.2 You will be able to drawdown advances under your Finance Now Card Facility by using your Card in EFTPOS Terminals and ATMs to purchase goods and services and withdraw cash.
- 9.3 You acknowledge that these Terms and Conditions shall apply as soon as you have activated your Card.
- 10. Activating Your Card**
- 10.1 You will not be able to use your Card in any ATM or EFTPOS Terminal until you activate your Card.
- 10.2 To activate your Card, go to www.financenow.co.nz/activate and enter your Card number. When you activate your Card, an authorisation code will be sent to the mobile phone number that we have in our records for you, and you can use that code to complete activation of your Card online.
- 10.3 Once you have activated your Card, subject to any restrictions advised to you by us, you will be able to use your Card in EFTPOS Terminals to purchase goods and services and in ATMs to withdraw cash.
- 11. Non-Activated Card**
- 11.1 We may refuse, in our sole discretion, to activate your Card or provide you with a Finance Now Card Facility.
- 11.2 If we agree to activate your Card and provide you with a Finance Now Card Facility, we may provide you with an updated Disclosure Statement.
- 11.3 You must not use any non-activated Card in EFTPOS Terminals or ATMs.
- 12. Identification**
- 12.1 You may be able to use your Card (whether activated or non-activated) as a form of identification at any of our approved retailers when you apply for a loan or other product from Finance Now.
- 12.2 Once the Card has expired (see the expiry date printed on the Card) you will not be able to use your Card as a form of identification for Finance

Now products and/or services. Another form of identification may be required to verify your identity.

13. Instructions

- 13.1 Use of your Card in an EFTPOS Terminal or ATM constitutes an irrevocable instruction to us. You cannot stop payment of a transaction made using your Card. There are some limited circumstances under which a transaction can be reversed, for example, a transaction cannot be reversed where there is a dispute with a retailer about the quality of goods and services.
- 13.2 By using your Card in an ATM or EFTPOS Terminal to carry out a transaction you irrevocably request a drawdown under your Finance Now Card Facility of the amount of the transaction (plus any commissions or fees negotiated between us and the merchant or financial institution).
- 13.3 Where we receive a telephone or other instruction (including but not limited to instructions received through an EFTPOS Terminal, ATM or via email, fax or letter) regarding your Finance Now Card Facility and that instruction appears to our reasonable satisfaction to have been made in accordance with authorities held by us, you irrevocably authorise us to act on such instructions.
- 13.4 To the extent permitted by law, you indemnify us against all losses claims and expenses that we may incur by reason of acting on any instruction received from you, or which appears to have been received from you. We may, without further authority from you, debit all other claims and expenses to your Account whether or not the balance of your Account may exceed your Credit Limit as a result. Interest may be charged on such amounts.

14. Using Your Card

- 14.1 Subject to these Terms and Conditions, you may use your Card to purchase goods or services (up to your Credit Limit) by way of EFTPOS. You will be responsible for all transactions made with the use of your Card.
- 14.2 Subject to these Terms and Conditions and to the facilities enabling Finance Now to provide you with cash withdrawals being established, you may use your Card to withdraw cash from ATMs.
- 14.3 Different EFTPOS Terminals and ATMs have different maximum and minimum transaction limits. We may also set maximum and minimum transaction and daily limits for cash withdrawals and EFTPOS transactions. We will advise you of any maximum or minimum limits set by us.
- 14.4 We may decline any transaction using your Card which would cause your Finance Now Card Facility to exceed your Credit Limit.
- 14.5 Where you are, or have been, in arrears in repayment of any amount due under your Finance Now Card Facility for 10 days or more, we may decline any transaction using your Card until you cease to be in arrears and we have

- expressly approved further transactions.
- 14.6 Unless fraud or gross negligence occurs, you agree that an amount shown on an EFTPOS Receipt or ATM Receipt is conclusive evidence of the price of the goods or services, or the amount of your cash withdrawal, as the case may be, and is the amount of the advance made by us under your Finance Now Card Facility and debited to your Account (plus any commissions or fees negotiated between us and the merchant or financial institution that may be applicable).
- 14.7 We are not responsible for any decision by any merchant not to accept your Card or any decision by any merchant to refuse to supply you with goods or services using your Card or to impose limits or conditions on the use of your Card. You must resolve any disputes in this regard directly with the merchant.
- 14.8 We are not responsible for (including as to the ongoing provision of), and give no warranty for, any goods or services which you obtain from a merchant using your Card, except as required by law. You must resolve any complaints directly with the merchant.
- 14.9 Any refund to you by a merchant is a matter of agreement between you and the merchant only. We are not responsible for providing any refund except as required by law.
- 14.10 We are not responsible, and give no warranty, for any loss whether direct or indirect which you incur through using your Card in an EFTPOS Terminal or an ATM. In addition to these Terms and Conditions, the use of your Card in any EFTPOS Terminal or ATM is subject to the conditions imposed from time to time by merchants and, in the case of an ATM, the relevant financial institution responsible for that ATM. Access to any EFTPOS Terminal or ATM is at the relevant merchant's and/or the financial institution's sole discretion. They may make a charge for such access, which you authorise us to debit to your Account at our discretion.
- 14.11 We will send you statements in relation to your Finance Now Card Facility in accordance with the continuing disclosure obligations set out in the Disclosure Statement. These will be available online, or will be sent to you via email or to your last known address, unless there have been no transactions during the statement period and the total Closing Balance is nil or you have breached these Terms and Conditions and we have commenced enforcement proceedings. Your statement will show all amounts debited and credited to your Account during the statement period.
- 14.12 If you believe an EFTPOS Receipt, ATM Receipt or continuing disclosure statement is incorrect in any respect you must notify us immediately by calling our Customer Services Centre on 0800 FNL CARD (0800 365 2273). We will provide you with a transaction dispute form to complete, or you can submit the details of a disputed transaction on our website.
- 14.13 EFTPOS and ATM transactions will be debited to your Account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control. When you use your Card in an EFTPOS Terminal or ATM, the transaction will be processed as soon as we receive notification of the electronic funds device you used.
- 15. Your Card**
- 15.1 You should protect your Card as you may be liable for any unauthorised use of your Card. You must:
- Sign your Card with your usual signature as soon as you receive it;
 - Keep it in a safe place;
 - Not give your Card to anyone else or let anyone else use your Card (including friends and family); and
 - Not disclose your PIN to anyone else (including friends, family, the police or our staff).
- 15.2 Once activated, your Card can be used until the expiry date shown on the Card unless we cancel it earlier in accordance with these Terms and Conditions or the Disclosure Statement. Unless you cancel your Card at least one month before expiry date, we may issue you with a new Card (we will not issue a replacement Card if your Credit Limit has been exceeded or your Finance Now Card Facility is in arrears). You must not use your Card in an EFTPOS Terminal or ATM if you have not activated it or if it has expired. You must destroy your Card (by cutting it in half across the magnetic strip) once it has expired.
- 15.3 Our parent, Southland Building Society, is the legal issuer of the Card, but these Terms and Conditions (and the Disclosure Statement) govern your use of the Card and your Finance Now Card Facility. Southland Building Society shall not be liable for any costs, losses or damages incurred or suffered by you relating to the use of your Card, and all dealings in relation to your Finance Now Card Facility and Card will be with Finance Now.
- 15.4 Your Card remains our property. It must not be copied or reproduced and may be recovered by us. You must return your Card or destroy it (by cutting it in half across the magnetic strip) if requested by us.
- 15.5 We may refuse to process any transaction initiated through your Card if:
- We have not received all information and documents from you that we require;
 - Your purchase or cash withdrawal would result in your Finance Now Card Facility exceeding your Credit Limit;
 - You are in default under these Terms and Conditions or the Disclosure Statement;
 - Your Card has been reported lost or stolen or has been cancelled or has expired (and we have not issued you a new Card);
 - We become aware of a change in your credit position which, in our opinion, is

- adverse to our interests;
- (f) You change your address and/or contact details and do not immediately inform us of your new address and/or contact details; or
- (g) We believe in our sole discretion that it is necessary to protect our legitimate business interests.
- 15.6 The Credit Limit applicable to your Finance Now Card Facility is recorded in the Disclosure Statement. You can apply in writing, online or by phone to increase or reduce your Credit Limit at any time. We may also reduce it at any time at our discretion. We will notify you if we increase or decrease your Credit Limit. You must keep the balance of your Finance Now Card Facility within the Credit Limit at all times. If you exceed your Credit Limit (including if we, in our sole discretion, allow a transaction that causes your Finance Now Card Facility to exceed your Credit Limit) you must repay the excess amount to us immediately.
- 15.7 If your Card is damaged or faulty you must return it to us (cut in half across the magnetic strip) with a description of the fault or how the damage occurred. We will issue you with a replacement Card. We may charge you a fee for a replacement Card.
- 15.8 We may, at our discretion, issue an additional Card (which will be linked to your Account) to anyone over 18 years of age at your request. We may charge you a fee for the additional Card. You can cancel the additional Card by returning it to us (cut in half across the magnetic strip) and advising us in writing. You will be responsible for that person's use of the Card and will be liable for all transactions carried out by that person using the additional Card and for ensuring that the person complies with these Terms and Conditions.
- 16. Pin Number**
- 16.1 When you activate your Card, a PIN will be automatically allocated to your Card. Any additional or replacement Card will have its own PIN allocated. You will be advised of the PIN for your Card (and for any additional or replacement Card) by post to the address stated in the Disclosure Statement for your Finance Now Card Facility.
- 16.2 You must take special care to protect your PIN. You must:
- Destroy our advice to you of your PIN straight away;
 - Not write the PIN on your Card even if the PIN is disguised;
 - Not keep a record of your PIN (including electronically);
 - Not tell anyone your PIN including friends, family, our staff, the Police or a merchant;
 - Make sure that no one watches you enter your PIN at an EFTPOS Terminal or ATM; and
 - If you select your own PIN, not create a PIN that can be easily found out (eg sequential or related numbers) or uses your personal information (eg your date of birth).
- 16.3 Your PIN identifies you and allows you access to your Finance Now Card Facility. We will not take any further steps to verify that the person using your Card and your PIN is you, so anyone else using your Card and PIN will be allowed access to your Finance Now Card Facility whether or not you have given your permission.
- 17. Lost or Stolen Cards and Pins**
- 17.1 If your Card is lost, stolen or you are aware that it has been used without your consent, or you are aware or consider that someone may have seen you enter your PIN or otherwise know your PIN, you must notify us immediately by calling our Customer Service Centre on 0800 FNL Card (0800 365 2273). You may be asked to also notify us in writing.
- 17.2 Once you have notified us that your Card has been lost or stolen, your PIN has been disclosed to someone else, or your Card has been used by an unauthorised person or you suspect that one of these events has occurred, you will not be liable for any unauthorised transactions carried out after that time unless you have acted fraudulently or negligently. You will only be liable to pay up to \$50.00 for any unauthorised transactions that have taken place before you notified us unless you have:
- Unreasonably delayed notifying us;
 - Selected an unsuitable PIN;
 - Disclosed your PIN to anyone else, either deliberately or inadvertently, such as if you failed to take reasonable steps to prevent disclosure of your PIN when keying in your PIN;
 - Failed to reasonably safeguard your Card;
 - Allowed someone else to use your Card; or
 - Written your PIN on your card or kept a written record near or with your Card.
- 17.3 If any of the above apply, you will be liable for all transactions up until you notified us up to the maximum amount that you could have withdrawn from your Finance Now Card Facility during that time.
- 17.4 You must give us all information and help that we reasonably ask for:
- to deal with misuse or unauthorised access to your Account; or
 - in relation to any transaction that we, the Police, or any other authority is investigating. We may pass on related information to other banks, the Police, or any other party involved in card payments in relation to any misuse of your Card or unauthorised transactions.
- 17.5 To the extent permitted by law, we will not be liable to you for any loss or claim that results directly or indirectly from any unauthorised use of your Card or PIN or failure of any machinery used or system involved in a transaction.
- 18. Payment**

- 18.1 Your Disclosure Statement sets out the minimum amount you must pay each month, and your continuing disclosure statements will specify the date each payment must be made. If you wish, you may pay more than the amount due.
- 18.2 You may repay the Outstanding Monies or any part of the Outstanding Monies at any time.
- 18.3 If the balance of your Finance Now Card Facility exceeds your Credit Limit, you must immediately make a payment to bring the balance within your Credit Limit.
- 18.4 The fees and charges that you must pay are set out in the Disclosure Statement. You authorise us to debit those fees and charges to your Account. Any fees and charges debited to your Account will form part of the balance on which interest charges may be calculated.
- 18.5 We may change the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. We will advise you of any change to the fees in relation to your Finance Now Card Facility.

19. Grant of Security

- 19.1 Where the Disclosure Statement includes the details of any property under the heading "Security", in consideration of us providing the Finance Now Card Facility, issuing your Card and agreeing to provide advances to you, you:

- (a) Grant to us a security interest in respect of your right, title and interest in the Property detailed under the heading "Security" in the Disclosure Statement; and/or
 - (b) Agree to mortgage all of your estate or interest in the Land, detailed under the heading "Security" in the Disclosure Statement, as security for the repayment of the Outstanding Monies and all other monies payable under the Agreement and the performance of all covenants, conditions and agreements contained or implied in the Agreement.
- 19.2 The provisions of clauses 5, 6 and 7 of these Terms and Conditions shall apply to any property included under the heading "Security" in the Disclosure Statement.

20. Termination

- 20.1 You can terminate your Finance Now Card Facility and cancel your Card at any time by advising us in writing and paying us all amounts you owe us including any amounts accrued or charged but not yet debited to your Account.
- 20.2 We may at any time without reason terminate your Finance Now Card Facility and cancel your Card and refuse to process any further transactions under these Terms and Conditions, whether or not you are in default.
- 20.3 Upon termination of your Finance Now Card Facility and cancellation of your Card whether by you or by us, you must destroy your Card by cutting it in half across the magnetic strip. All

amounts you owe us including any amounts accrued or charged but not yet debited to your Account become immediately due and payable. You must not attempt to access or initiate any transaction using your Card.

- 20.4 You acknowledge that commissions may have been or may become payable by Finance Now to other persons including any supplier of goods or services purchased by you from the proceeds of any advance using your Card or under your Account.

SECTION 3: GENERAL TERMS AND CONDITIONS

21. Payments

- 21.1 You agree to pay any credit fees and charges set out in the Disclosure Statement and all other payments due under the Agreement at the times required under the Agreement.
- 21.2 Receipt by us of any cheque or direct credit/ direct debit (or any other electronic payment) shall not be deemed to be payment or conditional payment until cleared and shall not prejudice or affect our rights, powers or remedies under the Agreement.
- 21.3 If any payment is due on the 29th, 30th or 31st day of any month and there is no corresponding day in any month, the payment shall be due and payable on the last day of that month. If any payment is due on a day which is not a working day, the payment shall be due the prior working day.
- 21.4 You may make payments by electronic transfer, direct debit or automatic payment (including via internet and telephone banking) as set out in the Disclosure Statement. You must not send cash to us in the mail. All payments are to be made in New Zealand dollars and must be accompanied by details identifying your loan or Account.
- 21.5 Finance Now may choose to waive immediate payment of any amount due but this shall not waive or prejudice the powers we have in respect of any remaining or future payment. Finance Now may determine the order and priority in which your payments are applied. Generally we will apply them in the following order although we may alter this without notifying you:
 - (a) Any overdue amount;
 - (b) Any fees and/or charges;
 - (c) Any payment due under your Secured or Unsecured Loan Agreement or your Finance Now Card Facility (as applicable); and
 - (d) Any other amounts owing to us.

22. Default Interest

- 22.1 If you fail to make any payment (whether interest or otherwise) due under the Agreement on the due date or upon demand in accordance with the Agreement, you shall pay to us interest on that amount from the due date or the date demand was made until the date of payment

at the default rate as set out in the Disclosure Statement. Default interest will be charged to your account monthly.

- 22.2 The default rate shall apply both before and after judgment.

23. Your Warranties

- 23.1 You represent and warrant to us that:

- (a) The Agreement is validly entered into, constitutes your legal, valid and binding obligations and is enforceable in accordance with its terms;
- (b) All statements and information given to us by you (including financial information) are true and fairly represent your position (financial and otherwise); and
- (c) Where the Agreement is a Secured Loan Agreement or Secured Finance Now Card Facility except for the security granted to us by the Agreement and except as agreed with us, the Goods/Property are/is free of any security for the benefit of any other person.

24. Your Undertakings in Relation to Goods/Property

Where the Agreement is a Credit Sale Agreement, Secured Loan Agreement or Secured Finance Now Card Facility:

24.1 Insurance:

- (a) You will keep the Goods/Property insured for full replacement value against fire, accident, theft and such other risks as we may require in your name and our name for our respective rights and interests with an insurer approved by us;
- (b) You will punctually pay the premiums for the insurance and will (if we require) deliver the policies and premium receipts to us;
- (c) We are entitled to receive all monies payable under such a policy of insurance or payable by any other person in respect of damage to or loss of any Goods/Property whether the loss is partial or total;
- (d) We may at our discretion use any such insurance monies either:
 - (i) to meet the cost of repairing damage to the Goods/Property and if we require, you shall pay to us an amount equal to any excess imposed by the insurer and we will apply that amount in the same way. If the proceeds are insufficient to fully repair the Goods/Property, you shall pay any additional amount that may be necessary to complete the repairs forthwith and the Agreement shall continue in full force and effect; or
 - (ii) in satisfaction of the Outstanding Monies (subject to such rebate as we may allow or required by law) whether or not the due date for payment has arrived. If the proceeds are more than the amount required to repay

the amount owing then we shall pay such excess to you and if there is a deficiency, you shall forthwith pay the amount of such deficiency to us (to be applied towards the Outstanding Monies);

- (e) We may advance to you the premium for the insurance arranged pursuant to clause 24.1(a) or any other insurance arranged by you with the parties associated with us in which case the premium shall form part of the Amount Financed (or, for a Secured Finance Now Card Facility, shall be a deemed advance under your Finance Now Card Facility) provided that in the event of termination of such insurance for any reason whatsoever, any refund of any premium paid in respect of such insurance shall be payable to us;
- (f) You shall not use or permit the Goods/Property or any part of them/it to be used contrary to the terms of any insurance policy or do or permit anything to be done which might invalidate any insurance or warranty in respect of the Goods/Property; and
- (g) We and our agents may, at any time where any Goods/Property are not insured to our satisfaction, arrange appropriate insurance for the relevant Goods/Property on your behalf, and you hereby authorise us to pay the premium directly to the insurer in which case the premium shall form part of the Amount Financed (or, for a Secured Finance Now Card Facility, shall be a deemed advance from your Finance NowCard Facility).

24.2 Keep in good order and repair

You shall at your own expense keep the Goods/Property in good order and repair and without any exception free from damage however caused and will (as applicable):

- (a) Replace any defective or worn out parts with new parts and any such replacement parts or accessories shall upon attachment become part of the Goods/Property and subject to the security interest created by the Agreement;
- (b) Keep the Goods/Property safely housed when not in use and notify us within 24 hours of any change in location of the Goods/Property;
- (c) Ensure that at all times the Goods/Property are used solely for the purposes intended by the manufacturer and having regard to the design capabilities and limitation thereof and in accordance with the manufacturer's instructions within the rated capacity of the Goods/Property; and
- (d) Not make any alterations to or modify the Goods/Property without our prior written consent nor allow the Goods/Property to

- become an accession (other than to other Goods/Property) or become attached to land or buildings in such a way as to become a fixture (other than to the Land).
- 24.3 You shall not sell, transfer, charge, mortgage, pledge, hire, or give up possession of the Goods/Property (or attempt to do any of those things) or otherwise deal with the Goods/Property without first obtaining our written consent.
- 24.4 You shall comply with the provisions of all laws affecting the Goods/Property or the use or possession thereof and shall keep the Goods/Property registered or licensed in accordance with all relevant requirements.
- 24.5 You shall not remove the Goods/Property from New Zealand without first obtaining on each occasion our written consent.

25. Installation of Goods/Property

- 25.1 If some or all of the Goods/Property require/ requires installation and you do not own the premises where the Goods/Property are/is to be installed or, where the Goods/Property are/is to be installed in, or affixed to, other goods/property, and you do not own those other goods/property, you will arrange for the owner of the premises or the other goods/property, as the case may be, to consent to the installation or affixation of the Goods/Property and you confirm that the owner has no claim to the Goods/Property (notwithstanding the installation or affixation) and you agree to indemnify us against any loss resulting from any claim by the owner against us.
- 25.2 You confirm that the manner by which the Goods/Property are/is installed does not make them a fixture to any land, building or vehicle and our rights to repossess the Goods/Property shall not be affected by the method of affixation. Where the Goods/Property are/ is repossessed, we will not (to the fullest extent permitted by law) be liable to any party for damages caused through the removal. You indemnify us against any actions, claims, damages or losses resulting from the removal of the Goods/Property or from any claim that the Goods/Property constitute/constitutes a fixture.

26. Inspection of Goods/Property

- 26.1 We and our employees or agents shall be entitled at all reasonable times to inspect the Goods/Property on giving reasonable verbal or written notice.

27. Contracting out of PPSA Rights

- 27.1 You:
- Acknowledge that where we have rights in addition to, or existing separately from, those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA;
 - Agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to the Agreement, or the security granted under the Agreement;

- Waive your right to do any of the following:
 - receive notice of our proposal to retain any collateral under section 120(2) of the PPSA or object to such proposal under section 121;
 - not have collateral damaged when we remove an accession under section 125 of the PPSA;
 - receive notice of the removal of an accession under section 129 of the PPSA;
 - apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA; and
 - receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by this Agreement; and
- Any term used in this clause which has a defined meaning given in the PPSA, shall take that meaning.

28. You must Notify Change of Name and Address

- 28.1 You shall not change your name without first notifying us in writing of the proposed name change and new name at least 7 days before the change takes effect.
- 28.2 You shall immediately give written notice to us of a change of address.

29. Protection of our Interests

- 29.1 In the event that:
- You fail to perform any of your obligations contained in the Agreement; or
 - We consider it necessary or desirable to pay any money or incur any expense (whether in the course of taking possession of or selling the Goods/Property or otherwise) in order to protect our rights under the Agreement, then we may perform such obligation, pay such money, or incur such expense and any monies paid or expenses incurred by us for any such purpose shall form part of the Outstanding Monies and shall be payable by you to us upon demand.
- 29.2 You indemnify us against every claim by any person relating to the Goods/Property or the use thereof.
- 29.3 In the event that we incur any loss, liability or expense in respect of the Agreement or the Goods/Property (including any claims or costs resulting from the use, operation and/ or keeping of the Goods/Property) then the amount thereof shall be payable by you to us upon demand by us.

30. Payment of Costs

- 30.1 You must pay to us all legal fees, costs, charges and disbursements (including costs as between solicitor and own client) sustained by or

incurred by or charged to us:

- (a) In connection with or incidental to the preparation of the Agreement and any modification, renewal and discharge thereof and/or in relation to us taking any security granted under the Agreement (including the registration of any financing statement or financing change statement or a mortgage over Land); and
- (b) In obtaining or attempting to obtain payment of all or any part of the Outstanding Monies including enforcing or attempting to enforce any remedy or power expressed or implied in the Agreement.

31. Default

31.1 You are in default if any of the following events occur:

- (a) You fail to make a payment of all or any of the Outstanding Monies by the due date;
- (b) You default in the observance or performance of any provision contained or implied in the Agreement;
- (c) You are in default under any other agreement you have with us;
- (d) In our opinion you are in breach of any warranty or have made any false representation or warranty which has affected our decision to enter into the Agreement;
- (e) If distress or execution is levied or issued against the Goods/Property, or any notice is received by you under the Land Transport Act 1998, which we consider may, in our discretion, be detrimental to our security;
- (f) If at any time any judgment of any court against you remains unsatisfied for more than 7 days;
- (g) If any lien is lawfully claimed over the Goods/Property;
- (h) If you commit or suffer any act of bankruptcy, or become insolvent;
- (i) If a receiver is appointed in respect of any of your assets;
- (j) If you make an assignment to or composition with your creditors;
- (k) You are a partnership and any change occurs in the composition of the partnership without our consent;
- (l) If any insurance policy in respect of the Goods/Property is cancelled by you or the insurer;
- (m) If, in our opinion, you are unable to pay or do not pay your debts as they become due and payable;
- (n) You abandon the Goods/Property and the Goods/Property are/is "at risk" (as determined in accordance with section 109(2) of the PPSA or as determined in accordance with section 83E of the Act (as applicable)); or
- (o) You die or become of unsound mind;

and, in addition to the above, in relation to

your

Finance Now Card Facility and/or Card:

- (p) you fail to pay any amount due on the due date;
- (q) any payment made by you is dishonoured or reversed;
- (r) you or any additional Cardholder breach these Terms and Conditions;
- (s) you or any additional Cardholder have been refused use of your Card under these Terms and Conditions; or
- (t) any transaction has been initiated or completed through fraudulent means or misrepresentation of your personal details.

31.2 If you are in default then, subject to the requirements of any applicable law, we may:

- (a) Demand payment of the Outstanding Monies notwithstanding that the time or times for payment may not have arrived;
- (b) Where the Agreement is in relation to consumer goods, enter the premises where the Goods are held and repossess and sell the Goods in accordance with the provisions of the Act subject to your right to reinstate the Agreement and your right to settle the Agreement conferred by sections 83ZB and 83ZE of the Act ;
- (c) Where the Agreement is not in relation to consumer goods, exercise any or all rights conferred on us under Part 9 of the PPSA;
- (d) Where the Agreement is a Secured Loan Agreement or Secured Finance Now Card Facility and the security is not consumer goods, we may enter by force into any land or premises where any Property may be and take possession of such Property and sell or otherwise dispose of it by private sale or public auction on such terms and conditions as we see fit;
- (e) Lodge notice of such default with all credit reporting agencies operating in any applicable jurisdiction; and/or
- (f) If you have a Card, cancel or restrict further use of your Card and/or require you to return your Card to us as we direct.

31.3 If any goods are left in or with goods repossessed or taken by us, the following provisions apply:

- (a) We shall have no responsibility for such goods.
- (b) We will provide you with at least 14 days (from the date of service of any postrepossession notice under the Act or the date we take the goods (as applicable)) to collect the goods.
- (c) If you do not collect any goods left in or with goods repossessed or taken by us within 14 days, you authorise us to sell or otherwise dispose of such goods in any manner determined by us.
- (d) If we sell any such goods (pursuant to clause 31.3(c) above), the proceeds of sale (less any costs of sale) will be credited

- against the Outstanding Monies.
- 31.4 Where you have failed to pay any amount due under your Finance Now Card Facility on its due date, you authorise us to debit the amount of the payment due from your Account.
- 31.5 You indemnify us against all actions, claims, costs, damages or losses resulting from the exercise of our rights under this clause provided that where applicable, we exercise such rights in accordance with the provisions of the Act.
- 32. Refunds**
- 32.1 Where, at the date the Agreement terminates, a credit is due to you through you having overpaid any amount due under the Agreement, then we may deduct a processing fee from such overpaid amount before refunding that amount to you.
- 33. Appointment as Attorney**
- 33.1 You and the Guarantor (if any) each irrevocably appoint us and each of our directors and managers for the time being, severally to be the attorney of you to do all such things as we may consider in our sole discretion to be necessary or desirable in order to protect fully our legitimate interests under the Agreement (to the maximum extent permitted by law) including (for the avoidance of doubt) anything necessary to protect, secure or enforce any security granted to us under this Agreement, including any document required under clause 5.1(a).
- 34. Our Right of Set-off**
- 34.1 We may at any time without notice setoff against any money owing by us to you (including any credit balance in any account of yours held with us) any debt or liability of yours to us on any account however arising provided however that no set-off for the purposes of computation of interest will be allowed between any money owing to us under the Agreement and any credit balance or other entitlement that you may have in any other account with us.
- 34.2 Subject to any applicable law you must pay all amounts due under the Agreement in full without any deduction or set-off whatsoever.
- 35. Notices**
- 35.1 Notices under the Agreement may be given in accordance with section 185 to 189 of the PPSSA (and for this purpose where the Agreement is an Unsecured Loan Agreement it shall be treated as a security agreement) or as the case may require, the Act. You agree that any notice not required to be given in writing may be given verbally to you or to any other person present where the Goods/Property are/is held.
- 36. Assignment**
- 36.1 Subject to compliance with the Act, we may assign our rights under the Agreement to any other party without restriction.
- 36.2 If we so assign the Agreement then you are directed to pay all monies due under the Agreement to the assignee or as the assignee directs. You agree that we may disclose any information or documents we consider desirable (including any "personal information") as that term is defined in the Privacy Act 1993 and any credit-rating information to a potential assignee.
- 36.3 Your rights under the Agreement are personal to you and may not be assigned by you.
- 37. Variation**
- 37.1 We may vary these Terms and Conditions, including (without limitation) the interest rate applicable to your Agreement and any credit fees and charges or default fees and charges applicable to your Agreement, at any time on written notice to you (such notice to be in accordance with the Act if applicable).
- 38. Further Assurance**
- 38.1 You agree that you will, at our request made at any time and at your cost in every respect, execute such additional or replacement security agreements or amendments to security agreements as we may reasonably require for the purpose of ensuring that we have at all times a perfected security interest in the Goods/Property with the priority ranking required by us and whether in connection with PPSSA or otherwise.
- 39. No waiver**
- 39.1 Our rights under the Agreement shall remain in force notwithstanding any waiver, neglect or forbearance by us.
- 40. Force majeure**
41. We will not be liable for failure to perform our obligations if the failure results directly or indirectly from force majeure, act of God, fire, explosion, industrial dispute, act of government such as change in legislation, regulation or order made under legislative authority or anything beyond our control.
- 42. Trustees**
- 42.1 If any individual Borrower enters into the Agreement as a trustee of a trust named in the Agreement then that person:
- (a) Warrants to us that the trustees named as Borrower have the power and authority as trustees of the trust to enter into the Agreement and that they are doing so for a proper purpose;
- (b) Undertakes to use his, her or its best endeavours to ensure that, on the appointment of any new or replacement trustee of the trust, that trustee will enter into an acknowledgement in our favour that he, she or it is bound by the terms of the Agreement;
- (c) Undertakes that if he, she or it ceases to be a trustee of the trust, he, she or it will immediately inform us of this in writing;
- (d) Agrees that if he, she or it is named in the Agreement as an Independent Trustee, he, she or it is liable only the extent of an amount equal to the value of the assets of the trust available from time to time to

- meet his, her or its liability, to which shall be added the sum (if any) by which the value has been diminished by any breach of trust caused by his or her wilful default or dishonesty; and
- (e) Acknowledges and agrees that where the trust is a family trust:
- (i) the Agreement will not be a consumer credit contract under the Act;
 - (ii) the Borrower does not have any of the rights of a debtor under a consumer credit contract under the Act; and
 - (iii) nothing in the Agreement which refers to or incorporates provisions of the Act (including, but not limited to the statement of right to cancel set out in the Disclosure Statement) is intended to imply that the Borrower has rights which the Borrower would not otherwise have under the Act.

43. Guarantee and Indemnity

- 43.1 In consideration of us agreeing to enter into the Agreement at the request of the Guarantor, the Guarantor (if any):
- (a) Guarantees to us, its successors and assigns, payment of all monies payable by the borrower and the due and proper performance of the borrower's obligations contained or implied in the Agreement;
 - (b) Acknowledges that his or her liability under this guarantee shall not be affected by reason of any time or other indulgence granted to the borrower or to the Guarantor or by variation of the Agreement or by the borrower and us entering into a new agreement.
 - (c) The guarantee may be enforced by us without us being required to first exhaust any remedy against the borrower or enforce any security we may hold;
 - (d) Acknowledges that this is a continuing guarantee until actual payment and fulfilment by the borrower of the borrower's obligations under the Agreement;
 - (e) Acknowledges that he or she has been advised to obtain independent advice in respect of his or her liability under this guarantee; and
 - (f) Is liable to us as a principal debtor and not merely as a surety. In other words, the Guarantor is liable to us under the Agreement as well as, or instead of, the borrower. As a separate and independent agreement, the Guarantor shall hold us fully indemnified at all times against loss or damage which we may suffer or incur as a result of entering into the Agreement.
- 43.2 Where the Agreement is a Secured Loan Agreement and the Guarantor is the owner of the Property, all representations, warranties and undertakings relating to the Property shall apply as if they were made by the Guarantor.

44. Continuing Disclosure

- 44.1 We are required to send you continuing disclosure statements every 6 months. We maintain a website that allows you to access relevant information about your Agreement. If you are happy to access information about your Agreement in this manner, you will need to provide consent to us through our eMoney platform.
- 44.2 We will make continuing disclosure in relation to your Finance Now Card Facility in accordance with the Disclosure Statement.

45. Privacy Act 1993

- 45.1 You acknowledge that the information that we obtain about you (the "Information") will be used for the purposes of:
- (a) Assessing your current and on-going credit worthiness;
 - (b) Administering, financing, insuring and enforcing your Agreement(s);
 - (c) Maintaining the integrity and effectiveness of our credit records, the credit records of our parent, Southland Building Society ("SBS Bank") and those of credit reporting agencies;
 - (d) Collecting, compiling and/or reviewing information, including both positive and negative information about your credit history such as information about your credit repayment record;
 - (e) Marketing goods and services provided by us and our assigns or related companies.
- 45.2 You irrevocably authorise us for any and all of the foregoing purposes:
- (a) To obtain information that is reasonably required concerning you from any source including, but not limited to, credit reporting agencies, employers, past and current credit providers. You hereby permit all of these parties to provide such information to us;
 - (b) To collect, retain and use the Information, including for the purpose of e-mail and eMoney services, and other electronic or social media marketing or communication services between you and us and/or our assigns or related companies used in connection with the purposes outlined above;
 - (c) To provide the Information to brokers, credit reporting agencies and insurers providing insurance services incidental to your Agreement(s);
 - (d) In the event of your default, to provide the Information (together with details of your dealings with us) to credit reporting agencies, SBS Bank and to any person providing services to us in connection with your Agreement(s).

46. GST

- 46.1 For the purposes of the Goods and Services Tax Act 1985 ("the GST Act"):
- (a) You covenant with us that where you have

answered “no” to the GST declaration contained in the Agreement, the Goods/Property have been acquired for private or domestic use only and will not be used in the course or furtherance of any taxable activity. You further covenant that any supply of the Goods/Property (if the Goods were sold by you) would not be a taxable supply and you acknowledge that we may rely on this covenant for the purposes of section 5(2) of the GST Act; and

- (b) You shall give written notice of your GST number to us immediately if, during the terms of the Agreement, you become liable to be registered for GST purposes.

47. Goods/Property

- 47.1 The merchant of any Goods/Property and any salesperson or employee or agent thereof is not our agent nor has any authority to speak for or bind us in any way.
- 47.2 We are a financier and we have not manufactured or supplied any Goods/Property under your Agreement. You do not rely on our skill, opinions or judgement in any way in relation to the Goods/Property.
- 47.3 We are not in any way responsible for the maintenance, servicing or repair of any Goods/Property and you acknowledge that you must pay the Outstanding Monies despite your inability to maintain, service or repair any Goods/Property.
- 47.4 In this clause, Goods/Property shall include any other goods purchased using monies advanced by us, whether or not the Goods/Property are subject to a security interest in favour of us.

48. Interpretation

48.1 In the Agreement:

- (a) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the masculine such include the feminine and neuter genders;
- (b) Where you or the Guarantor (if any) is more than one person, then your obligations or the Guarantor's obligations, as the case may be, shall be joint and several and notice to one shall be deemed to be notice to all (subject to the provisions of any relevant legislation) provided that where consumer credit insurance is arranged by us, you are more than one person and the policy is a single policy, the insured under such policy shall be deemed to be the first-named Borrower unless otherwise agreed by us;
- (c) Where you are more than one person, you acknowledge that we may offer additional services to account holders, such as our account web service and account text service, and that these services may be registered for, and used by, only one joint account holder, with or without the knowledge of any other joint account

holders. Joint account holders will be jointly and severally liable for all actions undertaken by other joint account holders in relation to these services. The terms and conditions for the account web service and the account text service, and any other account-linked services offered by us, are available on our website, or on request;

- (d) A reference to an Act of Parliament or Regulations means a reference to that Act or those Regulations, or any re-enactment thereof, together with any amendments thereof; and
- (e) A reference to the Agreement includes any variation or modification thereof.

49. Governing Law

49.1 Each Agreement is governed by New Zealand law.

50. Definitions

50.1 In the Agreement:

“accession” has the meaning ascribed to that term in the PPSA.

“Account” means your account with Finance Now which is linked to your Finance Now Card Facility and shows all transactions (including drawdowns, payments, interest and fees) in relation to your Finance Now Card Facility.

“Act” means the Credit Contracts and Consumer Finance Act 2003.

“Agreement” means the relevant Disclosure Statement together with these Terms and Conditions.

“Amount Financed” has the meaning ascribed to that term in the relevant Disclosure Statement.

“ATM” means any automatic teller machine approved by Finance Now in which you can use your Card.

“ATM Receipt” means a receipt issued by an ATM detailing a cash withdrawal.

“Balance Payable” has the meaning ascribed to that term in the relevant Disclosure Statement.

“Borrower” or **“you”** means the borrower named in the relevant Disclosure Statement.

“Card” means an ATM/EFTPOS card, issued by SBS Bank, which is linked to your Finance Now Card Facility.

“Cardholder” means the holder of a Card (and includes any authorised additional cardholder).

“Closing Balance” means, in relation to your Account, the outstanding amount as shown in a continuing disclosure statement.

“Credit Limit” means, in relation to a Finance Now Card Facility, your credit limit as set out in the Disclosure Statement, as amended by Finance Now from time to time pursuant to these Terms and Conditions.

“Creditor”, “we” or “us” means Finance Now Limited or FNL.

“Disclosure Statement” means the Credit Sale Disclosure Statement, the Secured/Unsecured Loan Agreement Disclosure Statement or the Finance Now Card Facility Disclosure Statement, whichever is applicable.

“Early Termination Fee” has the meaning ascribed to that term in the relevant Disclosure Statement.

"EFTPOS" means electronic funds transfer at point of sale.

"EFTPOS Receipt" means a receipt issued from a merchant's EFTPOS Terminal detailing a transaction.

"EFTPOS Terminal" means any electronic transaction terminal approved by Finance Now in which you can use your Card.

"Finance Now Card Facility" means the revolving credit facility provided to you by us as set out in the relevant Disclosure Statement and these Terms and Conditions.

"Goods" means any goods described in the relevant Disclosure Statement.

"Land" means any land described in the relevant Disclosure Statement.

"Outstanding Monies" means the monies owing under the Agreement from time to time, and all other monies, costs, charges, interest, expenses and fees, both accrued and contingent, now or at any time owing to us by you on any account whatsoever whether under the Agreement or any other agreement with us.

"Payment Schedule" means the schedule of payments in the Secured/Unsecured Loan Agreement Disclosure Statement.

"PIN" means the personal identification number allocated to you or selected by you for use with your Card.

"PPSA" means the Personal Property Securities Act 1999.

"Property" means the Goods, Land, Vehicle or any other tangible assets described in the relevant Disclosure Statement as being subject to a security interest and includes any Goods, Land, Vehicle or other tangible assets acquired in replacement for or as additions or accessions to those Goods, Land, Vehicle or other tangible assets (as the context requires).

"Secured Loan Agreement" means a loan agreement where the details of Goods/Property have been inserted under the heading "Security" in the relevant Disclosure Statement.

"Secured Finance Now Card Facility" means a Finance Now Card Facility where the details of Goods/Property have been inserted under the heading "Secured Property" or "Security" in the relevant Disclosure Statement.

"security interest" has the meaning given to it under the PPSA.

"security" includes a security interest, mortgage, charge, lien, pledge or any other thing having a similar effect.

"Terms and Conditions" means these terms and conditions.

"Unpaid Balance" means the amount outstanding under your Agreement as at the date of full prepayment including all accrued interest and charges to the date of payment (including the day of payment);

"Unsecured Loan Agreement" means any loan agreement other than a Secured Loan Agreement.

"Vehicle" means any vehicle described in the relevant Disclosure Statement.

"Westpac" means Westpac New Zealand Limited.

"working day" has the meaning given to that term

in the Act.

Things to know

- Please check your contact details and the disclosure details are correct.
- Please ensure you contact us if you change your address or telephone numbers.
- If you cannot make your agreed payment by the due date, call us free on 0800 30 60 90 to discuss your options.
- You are responsible for all servicing and maintenance costs of any of the goods/vehicles listed as security.
- Note your payment due dates carefully to maintain a good credit rating.
- If you wish to settle your account with a lump sum payment, contact us on 0800 40 50 70.
- Any goods used as security must be covered by an insurance policy and stored in a safe place.
- You cannot sell or gift the goods/vehicles listed as security in the agreement until you've settled your account in full or you've received written permission from us.
- Please ensure you're the intended user of the goods/vehicles and they are kept at your address detailed on the contract.
- If you selected weekly or fortnightly payments, they'll start one week/fortnight from when we receive your finance contract from the retailer or pay out your personal loan.
- If you wish to upgrade the security used for whatever reason, then please contact us so we can arrange some flexible finance options for you.



Please make sure you read the full Terms & Conditions in this booklet to understand your rights and obligations.

Notes

**Is there something you
need right now?**

Contact us

Personal Finance **0800 299 399**

Retail Finance **0508 868 868**

Business Finance **0800 365 287**

Account Enquiries **0800 40 50 70**

General Enquiries **0800 346 669**

Collection Enquiries **0800 30 60 90**

[financenow.co.nz](https://www.financenow.co.nz)