

**Branded Financial Services (NZ) Limited**  
**Consumer Credit Contract – Initial Disclosure**

**Contract No:**

**Date:**

**Lender:** Branded Financial Services (NZ) Limited of 33 Broadway, Newmarket, Auckland 1023, New Zealand (we, us) **Borrower:** \_\_\_\_\_ (you, your)

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**IMPORTANT**— We are required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. It sets out the key information about this Contract, which comprises the Consumer Credit Contract – General Terms and Conditions, Version [201911] (**Terms and Conditions**) and the details in this disclosure statement (together, this **Contract**).

**FINANCE TABLE**

**Vehicle Information:**

**Make:**

New  Demo  Used

**Model:**

**Body Style:**

**VIN/Serial No:**

**Engine No:**

**First NZ Reg Date:** «date»

**Rego. No:**

**Odometer:**

**Colour:**

**Charges and Cost:**

- a) **Annual Interest Rate** \_\_\_% p.a. (fixed for the full Contract Term) payable in arrears Interest under this Contract will be calculated by multiplying the unpaid balance at the end of the day by a daily interest rate (being the annual interest rate divided by 365) and will be debited to your account on each repayment due date

**Contract Term** \_\_\_ months from the Disbursement Date.

**Disbursement Date** is the date we sign below (being the effective date of this Contract and the date we expect to make the loan to you).

- b) **Amounts to be paid** – Cash Price of the vehicle

Less cash deposit if any

Net Trade-in Allowance (if any)

**Sub-total** payable to: \_\_\_\_\_ (the “Dealer”)

**Add Insurances**

Consumer Credit Insurance

Guaranteed Asset Protection

Extended Warranty

Motor Vehicle Insurance

**Add Credit related fees:**

- c) Processing Fee payable when you sign this agreement to the Dealer
- d) Processing Fee payable when you sign this agreement to the Lender
- e) PPSR Fee (this forms part of the initial unpaid balance of the loan)
- f) **Initial unpaid balance** (this is the amount you owe as at the Disbursement Date, made up of the sum of (b) to (e) above, and it is also the total amount of all advances to be made to you under this Contract)
- g) **Total interest charges payable**
- h) Monthly account keeping fee - which forms part of the monthly repayments
- i) Total amount of repayments

**Repayments – My repayment as follows**

	<b>No. Instalments</b>	<b>Instalment Amount</b>	<b>Account Keeping Fees</b>	<b>Total Instalment Amount</b>	<b>Frequency</b>

And at the expiration of the Agreement term: Net Balance Due (Balloon) \_\_\_\_\_

[!EffectiveDate,BFS Settlements,Team,settlements@brandedfinancial.com]

The first repayment is due \_\_/\_\_/20\_\_ after the Disbursement Date with each subsequent repayment is due on the same day in each successive week fortnight month quarter half year year or in accordance with the repayment schedule attached

## FINANCE TABLE - CONTINUED

### **Default Interest charges/Default Fees**

If you default in a payment under this Contract you must pay interest at the Annual Interest Rate plus 8% (**default interest rate**) on that amount in default from when it was due until it is paid. You must pay us any applicable Late Payment Fess or Dishonour Fees.

### **Full Prepayment**

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate us for any loss resulting the full prepayment. We may have suffered loss if our current interest rate is lower than the interest rate applying to this Contract.

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

You may also have to pay our administrative costs relating to the full prepayment being \$60.00.

### **Security Interest**

We will have a security interest over the Vehicle and all proceeds arising from the sale or disposal of that Vehicle to secure the payment of all money, and the performance of all of your obligations, under this Contract and all other Finance and Security Agreements.

If you fail to meet your commitments under this Contract or any other Finance and Security Agreement, we are entitled to repossess and sell the Vehicle. Your obligation to pay all amounts you are required to pay us under this Contract will continue. If we sell the Vehicle or other property that is secured by the Security, we may deduct from the amount you owe us, an amount equal to the sale proceeds we receive from that sale once we have deducted our related costs and expenses.

If you sell, lease, transfer or in any way lose possession or control of the Vehicle, you will be in default under this Contract and we may be entitled to collect the Vehicle and that other property from any other person or business who has possession of them.

### **Continuing Disclosure and Electronic Communication**

We will send you statements with information about your Contract every 6 months either, at our option, by post, facsimile, email or through our website.

If we decide to send statements, notices, and any other requests, documents or communications to you electronically, you consent to us sending such information in that manner, including by email to your address specified in this schedule, or such other email address you provide to us, or through our website. If we decide to send statements, notices, and any other requests, documents or

communications to you electronically, you consent to us sending such information in that manner, including by email to your address specified in this schedule, or such other email address you provide to us, or through our website.

### **What to do if you suffer unforeseen hardship**

If you are unable to keep up your payments under this Contract because of an unexpected event that causes you hardship, such as illness, injury, loss of employment or the end of a relationship, you can apply to us for a hardship variation.

To apply for a hardship variation you need to make a request to us in writing which explains your situation and requests one of the following variations:

- a) extending the term of the Contract and reducing the amount of each payment due under the Contract accordingly (without a consequential change being made to the annual interest rate);
- b) giving you longer to pay by postponing, during a specified period, the dates on which payments are due under the Contract (without a consequential change being made to the annual interest rate); or
- c) both of the above – postponing payments for a specified time and reducing the amount of your payments by extending the term. You should do this as soon as possible, because if you leave it for too long, we do not have to consider your application.

### **Dispute Resolution**

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

**Name of scheme:** Financial Services Complaints Limited

**Phone:** 0800 347 257

**Website:** <http://www.fscl.org.nz>

**Business address:** Level 4, Sybase House, 101 Lambton Quay, Wellington 6011

### **Registration on Financial Service Provider Register**

**Registration name:** Branded Financial Services (NZ) Limited

**Registration Number:** FSP279565

### **Binding Agreement**

This contract will not bind us until we have disbursed the agreed loan funds to your nominated account. A contract is then formed, and you will be notified by receipt of an electronic copy of this disclosure statement.

# DEALER CERTIFICATE

To: Branded Financial Services (NZ) Limited (**Lender**)

I, \_\_\_\_\_, \_\_\_\_\_ certify that before the Borrower(s) and Guarantor(s) signed this contract: \_\_\_\_\_

1. I have brought the above IMPORTANT INFORMATION contained in the Consumer Credit Contract – Initial Disclosure Statement to the attention of the borrower(s) and guarantor(s), including the Lender’s recommendation to seek independent legal advice;
2. I have given each Borrower and Guarantor a copy of the Contract (as defined in the Consumer Credit Contract – Disclosure Statement), and a copy of the Terms and Conditions, and have brought the key features set out in the Contract to the attention of the Borrower and the Guarantor, including the guarantee and indemnity contained in it (**Guarantee**);
3. Each Borrower and Guarantor have confirmed to me that:
  - before signing this Contract he/she has read and understands the IMPORTANT INFORMATION;
  - he/she fully understands the extent of his/her obligations and liability under the Contract (including the guarantee) and the implications of entering it;
  - he/she wishes to enter into this Contract and, in the case of the Guarantor, the Guarantee; and
4. That I am not aware of any information or circumstances that would suggest or indicate to me that:
  - a Borrower or Guarantor was vulnerable or coerced into signing this Contract by each other or any other person, or did not freely and voluntarily sign the Contract;
  - a Borrower or Guarantor did not understand the extent of his/her obligations and liability under the Contract and the implications of entering it; and
  - the Contract would not meet the Borrower requirements or objectives.

Date \_\_\_\_\_

Business Manager Sign \_\_\_\_\_

Name

I/We accept and confirm that the above clauses have been met:

Signed: \_\_\_\_\_

Borrower:

Signed: \_\_\_\_\_

Guarantor:

**IMPORTANT NOTICE - PLEASE READ  
(For the Borrower(s))**

**BEFORE YOU SIGN**

**THINGS YOU MUST KNOW**

- READ THIS CONTRACT (this Disclosure Schedule and the General Terms and Conditions) so that you know exactly what contract you are entering into and what you will have to do under the contract.
- Consider SEEKING LEGAL ADVICE from a solicitor that does not act for us or a Guarantor on the terms and effect of your obligations under this Contract, and the extent of your obligations and liabilities under it.
- You should always consider obtaining INDEPENDENT FINANCIAL ADVICE.
- Fill in or cross out any blank spaces.
- DO NOT SIGN this Contract if there is anything you do not understand.

- You are protected by responsible lending laws. Because of these protections, the recommendations given to you by us, the lender 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.
  - You are entitled to CANCEL this Contract by giving us written notice within a short time of receiving the Contract.
- How to cancel**
- If you want to cancel this Contract you must us give written notice. You must also return to us any advance and any other property received by you under the Contract.
- Time limits for cancellation**
- If the Contract is handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.
  - If the Contract is sent to you by electronic means (for example, e-mail) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.
  - If the Contract is mailed to you, you must give us notice within 9 working days after the documents are posted.
  - Saturdays, Sundays, and national public holidays are not counted as working days.
- What you may have to pay if you cancel**
- If you cancel the Contract the creditor can charge you:
    - (a) the amount of any reasonable expenses we had to pay in connection with the Contract and its cancellation (including legal fees and fees for credit reports, etc); and
    - (b) interest for the period from the day you received the advance until the day you repay the advance.

**BORROWER(S) SIGNATURE**

By signing below you acknowledge receipt of this disclosure statement and the Consumer Credit Contract – General Terms and Conditions, Version [201911] and confirm:

- you have read the "Important Notice" for the Borrower in this disclosure statement;
- you agree that in consideration of the Lender agreeing to advance the money to you, you will comply with the terms of this Contract;
- you believe and are certifying that the information provided by you in connection with this Contract is correct; and
- you confirm that the money being advanced to you is to be used to acquire goods that will be used primarily for personal, domestic or household purposes, and not for business purposes.

**BORROWER(S):**

Signed: \_\_\_\_\_

**Witness:**

Name Signature: \_\_\_\_\_

Witness: Name \_\_\_\_\_

Witness Town of Residence: \_\_\_\_\_

Witness Occupation: \_\_\_\_\_

**GUARANTOR EXECUTION PAGE**

**IMPORTANT NOTICE - PLEASE READ**

**(For the Guarantor(s))**

BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> <li>• READ THIS CONTRACT INCLUDING THE GUARANTEE AND INDEMNITY CONTAINED IN IT.</li> <li>• YOU SHOULD ALSO READ THE: "THINGS YOU MUST KNOW".</li> <li>• YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN THIS CONTRACT AND GIVE THE GUARANTEE AND INDEMNITY.</li> <li>• YOU SHOULD ALWAYS CONSIDER OBTAINING INDEPENDENT FINANCIAL ADVICE.</li> <li>• YOU SHOULD MAKE YOUR OWN INQUIRIES ABOUT THE CREDIT WORTHINESS, FINANCIAL POSITION AND HONESTY OF THE BORROWER.</li> </ul>	<ul style="list-style-type: none"> <li>• By signing this Contract, each Guarantor becomes personally responsible instead of, or as well as, the Borrower to pay the amounts which the Borrower owes to the Lender, and the Lender's reasonable expenses to enforce this Contract and the Guarantee and Indemnity. If the Borrower comprises more than one person, each of those persons is also personally responsible to pay such amounts.</li> <li>• If the Borrower does not pay the Lender, each Guarantor must pay the Lender. This could mean a Guarantor could lose everything they own, including their home</li> <li>• A Guarantor may be able to withdraw from the Guarantee and Indemnity or limit their liability. Legal advice should be obtained about this before the Guarantor signs this Contract.</li> <li>• The Lender may vary any term or condition in the Contract without the Guarantor's consent, including in a way that increases the Guarantor's liability under the Guarantee and Indemnity, provided the Lender discloses that variation to the Guarantor in accordance with Credit Contracts and Consumer Finance Act 2003.</li> </ul>

**GUARANTOR(S) SIGNATURE AND WAIVER OF INDEPENDENT ADVICE**

In consideration of the Lender advancing money to the Borrower(s) at the Guarantor's request, the Guarantor(s) agree to comply with the terms of the Contract and to give the Guarantee and Indemnity contained in it. Each Guarantor acknowledges and confirms:

- they have read and understood the "IMPORTANT NOTICE" for Guarantors in this disclosure statement;
- they agree that in consideration of the Lender agreeing to advance the money to the Borrower, they will comply with the terms of this Contract;
- they believe and are certifying that the information they have provided in connection with this Contract is correct;
- they have read this Contract (including the key information contained in the disclosure schedule to) before signing it and have had sufficient time to consider whether to sign it;
- their entry into this Contract is at their own request, freely and voluntarily given with full knowledge and understanding of the terms and effect of this Contract and the extent of their obligations and liability under them;
- they have not been pressured or coerced into signing this Contract by the Borrower, the Lender or any other person;
- they understand the financial risks involved in signing this Contract, and accept full responsibility for their choice;
- they acknowledge the Lender's advice that prior to signing this Contract the Guarantor should fully inform themselves as to the Borrower's financial position, credit worthiness and honesty; and
- notwithstanding the Lender's advice to obtain independent legal advice from a lawyer that does not act for the Lender or the Borrower on the terms and effect of guarantee and indemnity contained in the Contract, and the extent of the Guarantor's obligations and liability under them, they have chosen not to be independently advised, and do not wish to obtain advice about their rights from another organisation that is suitably qualified (*Delete if Guarantor(s) have sought independent legal advice*).

<p><b>GUARANTOR(S):</b></p> <p>Signed: _____</p>	<p><b>Witness:</b></p> <p>Name: _____</p> <p>Witness Signature: _____</p> <p>Witness Town of Residence: _____</p> <p>Witness Occupation: _____</p>
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