

Telephone (03) 3854 854  
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## Loan and Security Deed of Agreement and Disclosure of Terms

**Please read this paragraph and each following paragraph**

This deed of agreement is intended to be written in plain language. There are explanations and a list of meanings in paragraphs 45,46 and 47 of the operative terms  
In paragraph 45 there is a list of meanings of words used in this agreement.  
In paragraph 46 there are explanations and examples of some things in the disclosure statement  
In paragraph 47 there is a description of how words such as "charge", "credit" and "enforce"  
These explanations are intended to help you understand what the agreement is all about

This deed is BETWEEN «company» (" the lender" or "we") AND the borrowers ("you") described below

**Background:**

- [A] The lender has agreed to lend to you the initial unpaid balance shown in the disclosure statement.
- [B] You as owner of the collateral have agreed to grant a security interest in in that collateral to the lender
- [C] You as owner of the land to be mortgaged have agreed to grant a mortgage over that land to the lender.  
You should look at paragraphs 44,45 and 46 of the operative terms to make sure you understand the terms used here.

**Obligations:**

You acknowledge that you owe to the lender the initial unpaid balance set out in the disclosure statement. You promise to pay that amount and make the payments due under this agreement in the manner set out in the disclosure statement and operative terms of this agreement. You also promise to comply with (go along with, keep the rules of) the terms of this agreement.

## Disclosure Statement for Consumer Credit Contracts

Statement date  
2 August 2017

Initial disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 for consumer credit contracts

**IMPORTANT** This document sets out key information about this consumer credit contract. You should read it thoroughly. If you do not understand anything in this document you should seek independent advice.. You should keep this disclosure statement and a copy of all documents relating to this loan agreement in a safe place.

The law gives you a limited right to cancel this consumer credit agreement. (See below for further details). **Note that strict time limits apply.**

### Full Name and Address of Lender.

You may send notices to the lender by: <ul style="list-style-type: none"> <li>• Writing to the lender at its postal address; or</li> <li>• Sending a fax to lender at the fax number specified</li> <li>• Sending an email to the lender at the address specified</li> </ul>	<b>Name:</b> <b>Physical Address:</b> <b>Postal Address:</b> <b>Email Address:</b> <b>Phone Number:</b> <b>Fax Number:</b>	Crestor Credit Company Limited 3 Shirley Road Christchurch PO Box 7130 Christchurch <a href="mailto:info@crestor.co.nz">info@crestor.co.nz</a> (03)3854854 (03)3757029
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### Full Name and Address of Borrower(s)

«b1cname» «b1sname» «B1add», «b1sub», «B1add2» Phone (Home) «b1ph_prv»	Phone (Cell) «b1ph_cell»	Date of Birth: «b1_birth» Occupation: «B1occ» Phone (Bus) «b1ph_bus»
«b2cname» «b2sname» «b2add», «b2sub», «b2add2» Phone (Home) «b2ph_prv»	Phone (Cell) «b2ph_cell»	Date of Birth: «b2_birth» Occupation: «b2occ» Phone (Bus) «b2ph_bus»
«b3cname» «b3sname» «B3add»«B3add2» Phone (Home) «b3ph_prv»	Phone (Cell) «b3ph_cell»	Date of Birth: «b3_birth» Occupation: «b3occ» Phone (Bus) «b3ph_bus»
«b4cname» «b4sname» «B4add»«B4add2» Phone (Home) «b4ph_prv»	Phone (Cell) «b4ph_cell»	Date of Birth:«b4_birth» Occupation: «b4occ» Phone (Bus) «b4ph_bus»

### Credit Details

<b>Initial Unpaid Balance</b> This is the amount you owe at the date of this statement (including any fees charged by the creditor). !Syntax Error, « made up of:	«advance_am» Advance «brokerage» Brokerage «fire_ins» Fire Protection Cover «legal_fee» Security Registration «minsurance» Payment Waiver Cover «valuat_fee» Establishment Fee
<b>Total advances</b> This is the total amount of all advances made or to be made to you. «advance_am»	

**Payments** You are required to make each payment of the amount specified and by the time specified. This assumes that the lender does not call up the loan under clause 9 of the operative terms.

<b>Timing of payments</b> Frequency Fortnightly First payment «INST_DATE» Last payment «END_DATE_I»	<b>Number of payments</b> «TERM»	<b>Amount of each payment</b> !Syntax Error, « payments of «INSTALMENT» 1 final payment of«INSTALM_L»	<b>Total amount of payments</b> !Syntax Error, « (including administration fee)
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**Default interest charges**

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

Default interest is **Syntax Error**, « % per annum, when charged on any overdue instalment or overdue amount before payment of the unpaid balance has been accelerated (called up early). Default interest is charged from the time that you fall into financial default until you are no longer in financial default. It is calculated by multiplying the overdue instalment or overdue amount by the daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Default interest is charged to your account each payment period.

If the lender accelerates payment of the unpaid balance or the unpaid balance falls due at the end of the loan term, and you do not pay, the default interest rate will be **Syntax Error**, « % per annum charged on the unpaid balance from when the unpaid balance is called up or otherwise becomes due until you repay it in full.

**Default Fees:**

Arrangement requested	\$13.00	Default Loading Fee	\$15.00	Further Advance	\$40.00
Arrears Letter	\$20.00	Dishonour Fee	\$12.00	Property Law Notice	\$265.50
Broken Promise	\$15.00	Fifteen Day	\$25.00	Refund Charge	\$16.00
Car Searches	\$14.45	Final Notice	\$30.00	Repossession Authority	\$65.00
Field Visit	COST	Gone No Address	\$35.00	Repossession Fee	COST
Change of Direct Debit	\$6.50	Insurance default	\$26.00	Repossessed Vehicle Sales Fee	\$500.00
Caveat / Mortgage	COST	Letter Correspondence	\$20.00	Statement of Account After Sale	\$26.00
Comment / Diary	\$6.50	Monitoring Fee	\$14.50	Storage (daily)	\$18.00
Direct Debit Transfer	\$4.00	Phone Call	\$8.60	Text Message	\$6.50
		Post Possession	\$32.50	Variation Cost	\$35.00

**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 the creditor. You may also have to pay the creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the creditor for the loss is calculated using the following formula

$$\text{ERC} = \text{BAL} \times \text{DIR} \times 42$$

Where  
 BAL = Balance at full prepayment  
 DIR = Daily Interest Rate less 2% per annum  
 ERC = early repayment charge

Administrative Costs/fees \$65.00 and reimbursement for any actual security release fees

**RIGHT TO CANCEL**

You are entitled to cancel the consumer credit contract by giving notice to the lender.

**Time limits for cancellation**

\*You must give notice that you intend to cancel a contract within 9 working days of the statement date on the front of this document.

Saturdays, Sundays, and national public holidays are not counted as working days.

**How to cancel**

To cancel you must give the lender written notice that you intend to cancel a contract by –

- \* giving notice to the lender or an employee or agent of the lender; or
- \* posting the notice to the lender or an agent of the lender; or
- \* emailing the notice to the lender's email address or
- \* sending the notice to the lender's fax number.

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

**What you may have to pay if you cancel**

If you cancel the contract the lender can charge you the amount of any reasonable expenses the lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc).

If you cancel a contract, the lender can also charge you –

- Interest for the period from the day you received the advance until the day you repay the advance and
- If any returned property has been damaged while in your possession, the costs of repairing the damage.

### **WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP**

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

To apply for a hardship variation, you need to:

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

Do this as soon as possible. If you leave it too long, the lender may not have to consider your application. Please note also that you may not make an application if, when you entered the consumer credit contract, the illness, injury, loss of employment, end of relationship or other reasonable cause was reasonably foreseeable to you. For example if you signed this agreement after your employer told you that you were likely to be made redundant, it would be reasonably foreseeable that you might lose your job.

### **DISPUTE RESOLUTION**

Name of dispute resolution scheme: Insurance & Financial Services Ombudsman (IFSO) Scheme

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

Contact details of dispute resolution scheme:

Phone: 0800 888 202

Website: [www.ifso.nz](http://www.ifso.nz)

Business address: PO Box 10-845, Wellington 6143

### **REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER**

Lender registration name: Crester Credit Company Limited  
 Registration number: FSP 229306

I have received a copy of this disclosure statement and the operative terms . I agree as set out in the disclosure statement and the operative terms.

**Execution**

<b>Date of Signature</b>	Dated this _____ day of (month) _____ 2017			
<b>Borrower Signature</b>	Signed by the Borrower (1) (signature) <b>X</b> _____	Signed by the (signature) <b>X</b> _____	Signed by the (signature) <b>X</b> _____	Signed by the (signature) <b>X</b> _____
<b>Witness Signature</b>	In the Presence of <b>X</b> _____ (signature of the witness)  Name of witness Occupation Address		In the Presence of <b>X</b> _____ (signature of the witness)  Name of witness Occupation Address	
<b>Creditor Signature</b>	Signature on behalf of the Lender <b>X</b> _____			

«b1cname» «b1sname»

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