

DATE:

Loan Contract Number:

IMPORTANT

If this Deed is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (CCCFA), we are required to provide you with an initial disclosure statement under section 17 of the CCCFA. This Deed (being the disclosure statement) sets out key information about your consumer credit contract. This Deed, inclusive of the Finance Direct Limited Terms and Conditions, any Securities and Fees Schedule, forms your consumer credit contract with us. You should read it all thoroughly. If there is anything that you do not understand you should seek independent legal advice. You should keep it all your consumer credit contract documentation in a safe place. Note strict time limits apply.

We agree to lend money to the Borrower(s) as set out below and the Guarantor(s) agree to guarantee the obligations of the Borrower(s) to the Lender on the terms set out in the Finance Direct Limited Terms and Conditions, the Fees Schedule (as amended from time to time), any Securities and the following terms. A reference to you includes each and every Borrower and Guarantor.

The Borrower(s)

The Guarantor(s)

The Lender

(this is the person providing you with the credit)

Finance Direct Limited

Level 2, Finance Direct House, Newmarket, Auckland. PO Box 17 422 Greenlane, Auckland.
email: admin@financedirect.co.nz Ph: 09 529 5399 Fax: 09 529 5509

FINANCE DETAILS

SECURITY DETAILS

Initial Unpaid Balance:

This is the amount that you owe as at the date of this Deed including any fees charged by us, made up as follows:

Initial loan requested:

Legal/ Security Documents /PPSR:

Insurance – Loan Repayment:

Brokerage and Establishment Fee:

(The initial unpaid balance also represents the Total Credit, Total Advances made or to be made and the Credit Limit.)

Subsequent Advances

(It is not intended that any further advances be made to you under this Deed)

Total Interest Charges

(This is the total amount of interest charges payable under this Deed)

Total Amount of Payments

What could happen if you fail to meet your commitments?

Security Interest(s)

This is secured credit. If you fail to meet your commitments under this Deed (including granting a security interest in this property to any other person), then to the extent that of the security interest we may be entitled to repossess and sell this property. If we exercise our rights under our security interest and sell this property and the proceeds received from the sale are insufficient to repay the amount outstanding under the Loan, then you will remain liable for the amount outstanding under the Loan after the proceeds of sale are applied.

Description of security interest(s)

A security interest as defined in section 16 of the Personal Property Securities Act 1999, securing payment of all monies and performance of all obligations under this Deed.

Motor Vehicle Security

REGISTRATION	DESCRIPTION	VIN/CHASSIS
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Goods Security

DESCRIPTION

Land/Property Subject To Agreement To Mortgage

DESCRIPTION

INTEREST RATE

Annual Interest Rate

This annual interest rate is fixed for the whole term of the Loan, being

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PAYMENTS

Your Payments Schedule

You are required to make the following payments on account of the initial unpaid balance and interest charges by the time

Timing of Payments		Number of Payments	Amount of Each Payment	Total Amount
Frequency	Monthly		Final Payment	Total of all Payments
First Payment				
Last Payment				

LOAN INFORMATION

Method of Interest Calculation

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365.

Credit Fees & Charges (excluding Interest)

Monthly Service Fee	\$5 per month
Loan Variation Fee	\$250.00

Other fees and charges that may become payable are set out in the Fees Schedule.

The Fees Schedule is available on our website www.finance-direct.co.nz and may be amended by us from time to

Continuing Disclosure

We are required to provide you with six monthly statements during the term of the Loan.

These statements will give you information about your Loan including all payments made and charges incurred.

Default Interest Charges and Rate

In the event of a default in payment and while the default continues, you must pay default interest charges at the Default Interest Rate on the amount unpaid only. The Default Interest Rate is the rate which is 5% per annum higher than the Annual Interest Rate as per clause 5.1 of the Finance Direct Limited Terms and Conditions.

Default Fees

In the event of a breach of contract or on the enforcement of the contract, the following fees will be payable in accordance with the terms of this Deed:

(a)	if you are in default by less than \$500	\$5.00 per week
(b)	if you are in default by \$500 or more but less than \$2000	\$10.00 per week
(c)	if you are in default by \$2000 or more but less than \$5000	\$15.00 per week
(d)	if you are in default by \$5000 or more	\$20.00 per week

The Fees Schedule is available on our website www.finance-direct.co.nz and may be amended by us from time to

Full Prepayment

If you pay the unpaid balance in full before the final payment is due (which you are entitled to do at any time), you may be required to pay (in addition to the Loan and any interest due or costs owing under this Deed) in order to compensate use for any loss resulting from the full prepayment. We may have suffered a loss if our current interest rates is lower than the interest rate applying to this Deed. The amount that you may have to pay to compensate us for any loss is calculated as follows:

$$u \times (i - (r + 2.50)) / 100 \times d / 365$$

where	u =	unpaid balance at the time of full prepayment;
	i =	the annual fixed interest rate applicable to the Loan for the term of the Loan.
	r =	ANZ Bank New Zealand Limited 90 day bill rate previously set on the first day of most recent calendar quarter (i.e. 01 January, 01 April, 01 July or 01 October). If no rate is available then the 90 day rate set by any other major registered bank.
	d =	the lesser of (i) 90; and (ii) if the balance of the term remaining under the Finance and Security Deed is less than 90 days, the number of days remaining.

You may also have to pay our administrative costs relating to full prepayment.

ADVICE TO BORROWER

Right to Cancel

You are entitled to cancel this Deed by giving notice to us,

Time Limits for Cancellation

You must give notice that you intend to cancel this Deed within five working days of the date of this Deed (as shown on the front page) if the disclosure documents (e.g. a copy of this Deed, the Finance Direct Limited Terms and Conditions and the Fees Schedule) are

handed to you directly.

You must give notice that you intend to cancel within five working days after the electronic communication is sent if the disclosure documents are sent to you by faxed or e-mail.

You must give the notice within seven working days after they were posted if the disclosure documents are mailed to you.

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

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How To cancel

To cancel, you must give us written notice that you intent to cancel this Deed by:

- (a) giving notice to us or any of our employees or our agent; or
- (b) posting the notice to us or our agent; or
- (c) emailing the notice to our email address; or
- (d) sending the notice to our fax number.

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

What you have to pay if you cancel

If you cancel this Deed we can charge you:

- (a) the amount of any reasonable expenses we have to pay in connection with this Deed and its cancellation (including legal fees and fees for credit reports, etc.); and
- (b) interest for the period from the day you received the Loan until the day you repay the Loan.

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, the end of a relationship (including as a result of death of your spouse or de facto partner), or other reasonable cause, you may be able to apply to us for a hardship variation.

To apply for a hardship variation you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and

- (c) request one of the following: and
 - (i) an extension of the term of this Deed (which will reduce the amount of each payment due under this Deed); or
 - (ii) a postponement of the dates on which payments are due under this Deed (specify the period for which you want this to apply); or
 - (iii) both of the above; and
 - (d) give the application to us.
- Do this as soon as possible. If you leave it for too long, we may not have to consider your application.

Dispute Resolution

Name of dispute resolution scheme:

Financial Services Complaints Limited

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

Contact details of dispute resolution scheme:

Level 4, Sybase House
101 Lambton Quay, Wellington 6011
www.fscl.org.nz
Ph 04 472 3725 or 0800 347 257

Finance Direct is registered on the Financial Service Provider Register. Our registration name: Finance Direct Limited
Registration number:

ACKNOWLEDGEMENT

In signing this Deed, you jointly and severally acknowledge and agree that we have agreed to lend to you the amount shown below as Initial Unpaid Balance, and that:

- (a) if you ask and we agree any future amount (shown as a "further advance" in any Amendment Deed) will be recorded by this Deed;
- (b) you have read and understood this Deed (including the below Advice to the Borrower), the Finance Direct Limited Terms and Conditions, the Fees Schedule and any Securities;
- (c) you have received copies of all such documents;
- (d) you have signed this Deed and as applicable, the attached Securities relying on your judgment;
- (e) you will notify us two (2) days in advance if any change of name, address or (mobile) phone number; and
- (f) you are liable and undertake to pay, perform and comply with all payments, covenants and agreements on your part to be paid, performed or complied with under this Deed the Finance Direct Limited Terms and Conditions, the Fees Schedule and any Securities.

SIGNED by the Borrower(s) as a DEED:

Date of signature

In the presence of:

Witness Signature:

Witness Name

Occupation:

Address :

IMPORTANT: Witness to sign/stamp under each borrowers Signature.