

**ORIGINATOR:** PROVIDE ONE COPY, TOGETHER WITH THE GENERAL TERMS AND CONDITIONS, TO THE BORROWER. RETAIN ONE COPY FOR YOUR RECORDS. FORWARD THE ORIGINAL AGREEMENT TO DEALER FINANCE LIMITED.

# DEALER FINANCE LIMITED ("CREDITOR") Contract No. ~AccountNumber~

## LOAN AND SECURITY AGREEMENT (WITH DISCLOSURE STATEMENT)

**IMPORTANT** - If this Agreement is a consumer credit contract under the Consumer Credit Contracts and Consumer Finance Act 2003 ("the Act") the Creditor is required to provide you with this disclosure statement ("this Disclosure Statement") under section 17 of the Act. This Disclosure Statement sets out the key information about your consumer credit contract. This Loan and Security Agreement with a Disclosure Statement together with the General Terms and Conditions ("this Agreement") form your credit contract with the Creditor. You should read it thoroughly. **If you do not understand anything in this Agreement, you should seek independent advice.** You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement. See the statement of Right to Cancel below for full details of your right to cancel. **Note that strict time limits apply.**

	DATED ~StartDate~ BETWEEN		
<b>THE CREDITOR</b>	NAME Dealer Finance Limited		ADDRESS PO Box 80183, Christchurch 8440
<b>AND THE BORROWER</b>	TITLE ~Client.allNames.Title~	FIRST NAMES ~Client.allNames.FirstNames~	SURNAME ~Client.allNames.Surname~  DATE OF BIRTH ~Client.allNames.DateOfBirth~
	ADDRESS ~Client.AddressPhysical.CommaFormatted~	Phone Home ~Client.PhoneHome~ Business ~Client.PhoneBusiness~ Mobile ~Client.PhoneMobile~	EMAIL Home ~Client.EmailHome~ Business ~Client.EmailBusiness~
	OCCUPATION ~Client.Occupation~	EMPLOYER ~Client.Employer~	
<b>AND THE GUARANTOR(S)</b>	TITLE ~allGuarantors.primary.Title~	FIRST NAMES ~allGuarantors.Primary.FirstNames~	SURNAME ~allGuarantors.Primary.Surname~  DATE OF BIRTH ~allGuarantors.PrimaryDOB~
	ADDRESS ~allGuarantors.AddressPhysical.CommaFormatted~		
<b>CREDITOR'S CONTACT DETAILS</b>	You may send notices to the Creditor by writing or sending an email to the Creditor at the Creditor's postal or email address below: Name of Creditor: Dealer Finance Limited Postal Address: PO Box 80183, Christchurch 8440 Email address: admin@dfi.co.nz		
<b>COLLATERAL</b>	Description ~allSecurities.Description~ ~allSecurities.HeadClassType~ ~allSecurities.ClassType.Description~ ~allSecurities.HeadYear~ ~allSecurities.Year~ ~allSecurities.HeadMake~ ~allSecurities.Make~ ~allSecurities.HeadChassis~ ~allSecurities.Chassis~ ~allSecurities.HeadRego~ ~allSecurities.RegistrationNumber~ ~allSecurities.HeadCC~ ~allSecurities.CCRating~ INSURANCE ~allSecurities.HeadInsCo~ ~allSecurities.InsuranceCompany.Name~ ~allSecurities.HeadInsPolicy~ ~allSecurities.PolicyNumber~		
<b>CREDIT DETAILS AND PAYMENT SCHEDULE</b>	Initial Unpaid Balance (Amount Financed) This is the amount you owe as at the date of this statement (including any fees charged by the Creditor) Made up of: Cash Price or Loan Amount Cash Price Extras Registration GAP Insurance PPSR Fee Establishment Fee Loan Repayment Insurance Mechanical Breakdown Insurance Dealer Charges Less Cash (deposit, payment received etc) Trade In Allowance	\$ ~AmountFinanced~ \$ ~CashPrice~ \$ ~CashPriceExtras~ \$ ~FinMVRRegistration~ \$ ~FinInsurance~ \$ ~FinPPSR~ \$ ~DFLEstablishmentFee~ \$ ~FinProtection~ \$ ~MechInsurance~ \$ ~DealerCharges~ \$ ~FinDeposit~ \$ ~FinTradeIn~	<b>PAYMENTS</b> You are required to make each payment of the amount specified and by the time specified. <b>TIMING OF PAYMENTS</b> Frequency: monthly  First Payment ~FirstPaymentDate~ \$ ~FirstPaymentAmount~ Last Payment ~LastPaymentDate~ \$ ~LastPaymentAmount~ Number of Payments ~NoOfPayments~ Amount of Each Payment \$ ~FirstPaymentAmount~ <b>TOTAL AMOUNT OF PAYMENTS (Balance Payable)</b> \$ ~BalancePayable~  <b>Place of Payment:</b> All payments shall be made to the Creditor at the address set out in the Creditor's contact details or as advised by the Creditor to the Purchaser.
<b>INTEREST</b>	<b>ANNUAL INTEREST RATE</b> ~RateInterest~% p.a. fixed for the whole term of the Agreement being ~NoOfPayments~ months	<b>TOTAL INTEREST CHARGES</b> This is the total amount of the interest charges payable under the Agreement \$ ~FinFinanceCharge~	<b>METHOD OF CHARGING INTEREST</b> Interest charges are calculated and charged at the end of each month by multiplying the daily unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.
<b>CREDIT FEES AND CHARGES</b>	The following credit fees and charges (which are not included in the Amount Financed) are, or may become, payable under, or in connection with this Agreement. The Creditor may vary these fees and charges. Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment heading. \$ ~FinMonthlyDocFee~ per month account maintenance fee.		
<b>CONTINUING DISCLOSURE</b>	The Creditor is required to provide you with regular statements. These statements will give you information about your account. Statements will be provided every 6 months.		
<b>DISPUTE RESOLUTION</b>	The Creditor is a member of the Financial Services Complaints Limited dispute resolution scheme. It is free to make a complaint to the independent dispute resolution scheme. The scheme can help you to resolve any disagreement you have with the Creditor. Contact details of Financial Services Complaints Limited are: • Phone: 0800 347 257 • Website: <a href="http://www.fscf.org.nz">http://www.fscf.org.nz</a> • Business address: PO Box 5967, Wellington 6145		



<b>REGISTRATION ON FINANCIAL SERVICES PROVIDERS REGISTER</b>	Creditor's registration name: Dealer Finance Limited Creditor's registration number: FSP30882				
<b>WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS</b>	<p><b>SECURITY INTEREST:</b></p> <p>The Creditor has a security interest in the Collateral described above to secure performance of your obligations under this Agreement and the payment of all amounts owing by you from time to time under this Agreement ("the Secured Monies"). You agree that you will not grant (to any other party) a security interest in the Collateral without the Creditor's prior written consent. <b>If you fail to meet your commitments under this Agreement, then to the extent of the security interest, the Creditor may be entitled to repossess and sell the Collateral.</b></p> <p>If this occurs and there are insufficient sale proceeds to meet all Secured Monies, you will remain liable to the Creditor for any shortfall.</p> <p><b>DEFAULT INTEREST CHARGES AND DEFAULT FEES:</b></p> <p>In the event of a default in payment and while the default continues you must pay the default interest charges on the amount you have not paid and while the default continues. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are payable. The Creditor may vary these fees and charges.</p> <p>Default interest is payable in accordance with clause 9 of the General Terms and Conditions at the greater of the rate equal to 1 + 5% per annum and 24% per annum where "1" = the Annual Interest Rate shown on this Disclosure Statement</p> <table border="0"> <tr> <td>Default fees: \$20.00 dishonour fee</td> <td>\$20.00 per insurance default letter</td> </tr> <tr> <td>\$20.00 per reminder letter and default notice</td> <td>\$50.00 administration fee on repossession</td> </tr> </table> <p><b>FULL PREPAYMENT:</b></p> <p>If you pay the unpaid balance in full before the final payment is due (<b>full payment</b>), you may be required to pay a fee or charge to compensate the Creditor for any loss resulting from the full prepayment. The Creditor may have suffered a loss if the Creditor's current interest rate is lower than the interest rate applying to this Agreement. You may also have to pay the Creditor's administrative costs relating to the full prepayment of \$50.00. The amount you may have to pay to compensate the Creditor for the loss (Early Termination Fee) is calculated using the formula prescribed in <b>regulation 9</b> of the Credit Contracts and Consumer Finance Regulations 2004.</p>	Default fees: \$20.00 dishonour fee	\$20.00 per insurance default letter	\$20.00 per reminder letter and default notice	\$50.00 administration fee on repossession
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<b>RIGHT TO CANCEL</b>	<p><b>STATEMENT OF RIGHT TO CANCEL</b> You are entitled to cancel this Agreement by giving notice to the Creditor.</p> <p><b>Time limits for cancellation</b></p> <p>You must give notice that you intend to cancel this Agreement:</p> <ul style="list-style-type: none"> <li>• within 5 working days of the date of this Disclosure Statement if this Disclosure Statement is given to you in person;</li> <li>• within 7 working days of the date of this Disclosure Statement if this Disclosure Statement is given to you by email; or</li> <li>• within 9 working days of the date of posting if this Disclosure Statement is posted to you. Saturdays, Sundays, and national public holidays are not counted as working days.</li> </ul> <p><b>How to cancel</b></p> <p>To cancel this Agreement you must give written notice that you intend to cancel this Agreement by:</p> <ul style="list-style-type: none"> <li>• giving notice to the Creditor or an employee or agent of the Creditor;</li> <li>• emailing the notice to the Creditor at the email address above; or</li> <li>• posting the notice to the Creditor or an agent of the Creditor.</li> </ul> <p>You must return to the Creditor any advance and any other property received by you under the contract.</p> <p><b>What you may have to pay if you cancel</b></p> <p>If you cancel this Agreement, the Creditor can charge you the amount of reasonable expenses the Creditor had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc).</p> <p>If you cancel this Agreement, the Creditor can also charge you interest for the period from the day you received the advance until the day you repay the advance.</p>				
<b>WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP</b>	<p>If you are unable reasonably, to keep up with your payments or meet your other obligations under the Agreement because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the Creditor for a hardship variation. To apply for a hardship variation, you need to:</p> <ol style="list-style-type: none"> <li>make an application in writing; and</li> <li>explain your reason(s) for the application; and</li> <li>request one of the following:       <ul style="list-style-type: none"> <li>• an extension of the term of this Agreement (which will reduce the amount of each payment due under this Agreement); or</li> <li>• a postponement of the dates on which payments are due under this Agreement (specify the period for which you want this to apply); or</li> <li>• both of the above; and</li> </ul> </li> <li>give the application to the Creditor.</li> </ol> <p>Do this as soon as possible. If you leave it for too long, the Creditor may not have to consider your application.</p>				
<b>ACKNOWLEDGEMENTS AND SIGNING</b>	<ol style="list-style-type: none"> <li>I/We have read, understood and received a copy of this Agreement (including the disclosure overleaf and the General Terms and Conditions) and acknowledge that it constitutes disclosure as required by the Act. I/we agree to be bound by this Agreement.</li> <li>I/We confirm that the Amount Financed is to be used wholly/predominantly for personal, domestic and/or household purposes only and not for investment purposes.</li> <li>I/We have inspected the Collateral and signed this Agreement relying solely on my/our inspection and judgment as to the quality of the Collateral and its fitness for purpose.</li> <li>I/We authorise the Creditor to disclose and to act on any party such relevant information as the Creditor may require in connection with this Agreement.</li> <li>I/We am/are registered for GST purposes Y/N GST No.: _____</li> </ol> <p>Dated this _____ day of _____ 20____</p> <p>Signed by the abovenamed Borrower(s) _____</p> <p>Signed by the abovenamed Guarantor(s) _____</p> <p>In the presence of, Witness _____</p> <table border="0"> <tr> <td style="text-align: center;">SIGNATURE</td> <td style="text-align: center;">WITNESS OCCUPATION</td> <td style="text-align: center;">WITNESS ADDRESS</td> </tr> </table>	SIGNATURE	WITNESS OCCUPATION	WITNESS ADDRESS	
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