

**Documents that make up this loan agreement (Agreement)****The Agreement between you and us comprises:**

1. The details set out in the initial disclosure statement (Initial Disclosure Statement) which we have provided for the purposes of the Credit Contract and Consumer Finance Act 2003; and
2. The Terms, Fees and Charges which follow on from the Initial Disclosure Statement; and
3. Any other terms provided to you at the same time as this agreement including any agreement to mortgage property.

**INITIAL DISCLOSURE STATEMENT**

This document sets out the key information about your Agreement. You should read it thoroughly. If you do not understand anything in this document, please get in touch with us; or alternatively seek your own independent advice.

**YOUR DETAILS**

Loan Number:

Borrower:

Co-Borrower:

Address:

Address:

Email:

Email:

Phone/Mobile:

Phone/Mobile:

**INITIAL UNPAID BALANCE**

If you decide to proceed and borrow the loan, the Initial Unpaid Balance is the amount you will owe on DATE.

DATE being the day that the loan is made to you.

This is made up of:

Amount Financed	Establishment Fees	Broker Fee
Mechanical Breakdown Insurance	Loan Repayment Insurance	GAP Insurance
Payment Waiver	Direct Costs	Sub Total
Less:		
Deposit	Trade-in	Sub Total

**Initial Unpaid Balance**

The Initial Unpaid Balance is the total amount of the loan to be made to you.

I/We understand the details, benefits and requirements and exclusions of the above accepted insurance policies and acknowledge that there will be interest charged on the premiums when I/we choose to fund the insurance or payment waiver policies in the loan being provided.

**FULL NAME AND ADDRESS OF CREDITOR** This is the person providing you the credit

You may send notices to us in writing to our postal address; or sending a fax to the number specified; or sending an email to the address specified:

**Oxford Finance Limited**  
**302 Great South Road, Greenlane, Auckland 1051**  
**Email: [loans@oxf.co.nz](mailto:loans@oxf.co.nz). Fax: 09 300 9531**

**PAYMENTS** You are required to make each payment in the amount specified and at the time specified below

Total amount of Payments:

**INTEREST**

The annual interest rate is %.

The total amount of the interest charges payable under the Agreement is

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). Interest charges accrue on the unpaid balance and are charged to your loan account at the same time you are required to make payments.

## WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

**Security Interest** – This is secured credit which means:

1. We have an interest in the Property listed below to secure performance of your obligations under the Agreement, or the payment of money payable under the Agreement, or both. If you fail to meet your commitments under the Agreement, then we may be entitled to repossess and sell this Property; and
2. If you have signed an agreement to mortgage land, that mortgage secures performance of your obligations under the Agreement, or the payment of money payable under the Agreement, or both. If you fail to meet your commitments under the Agreement, then we may sell the land and buildings.

**Security 1:**

Registration  
Make  
Model  
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If you give a person other than us security over the Property, you will be in breach of this Agreement and we may exercise our rights including demanding payment of all monies outstanding and repossessing the Property. If the Property is repossessed and sold you will be liable to us for the difference (if applicable) between the amount required to settle the Agreement and the net proceeds of the sale.

**Credit Fees and Charges:**

The credit fees and charges which are, or may become, payable under, or in connection with your loan are set out under the heading "Fees and Charges".

**Default Fees and Charges:**

In the event of a default in payment and while the default continues you must pay default interest on the amount of the default. The default interest rate is the annual interest rate set out above plus 5%. It is charged on the amount of the default from the time that you fall into default until you are no longer in default and calculated by multiplying the amount of the default at the end of the day by the daily default interest rate. The daily default interest rate is calculated by dividing the default interest rate by 365. Default interest is charged to your loan account at the same time you are required to make payments, as detailed under "Payments" above. In the event of a breach of the agreement or on the enforcement of the agreement, the default fees which are, or may become, payable under, or in connection with your loan are set out under the heading "Fees and Charges".

## FULL REPAYMENT

You may pay the unpaid balance in full before the final payment is due (full prepayment) and if you do, you may be required to pay the Early Repayment fee set out under the heading Fees and Charges and a settlement loss fee which is an amount to compensate us for any loss resulting from the full prepayment. We may have suffered a loss if our current average weighted interest rate is lower than the interest rate applying to your original Agreement.

The amount you may have to pay to compensate us for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004.

## CONTINUING DISCLOSURE

We are required to provide you with regular statements. The statements will give you information about your account. Statements will be provided every six months unless otherwise requested.

**RIGHT TO CANCEL** You are entitled to cancel the Agreement by giving notice to us

**Time limits for cancellation:** If the Agreement is handed directly to you, you must give notice that you intend to cancel the Agreement within 5 working days of receiving them; or If the documents are sent to you by electronic means (for example, email), you must give the notice within 7 working days after the electronic communication is sent ; or If the Agreement is posted to you, you must give the notice within 9 working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days.

**How to cancel:** To cancel, you must give us written notice that you intend to cancel the Agreement by:

- Giving written notice to us; or
- Posting the written notice to us; or
- Emailing the written notice to our email address); or
- Sending the notice to our fax number
- You must also, within the same time, return to us, any advance received by you under the Agreement.

**What you may have to pay if you cancel:** If you cancel the Agreement, we can charge you the amount of any reasonable expenses we have had to pay in connection with the Agreement and its cancellation (including legal fees and any relevant Direct Costs, etc.). If you cancel the Agreement, we can also charge interest for the period from the day you received the advance until the day you repay the loan advance.

## WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

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If you are reasonably unable to keep up your payments or other obligations because of illness, injury or loss of employment, the end of a relationship, 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:
  - An extension of the terms of the Agreement (which will reduce the amount of each payment due under the Agreement); or
  - A postponement of the date on which payments are due under the Agreement (specify the period for which you want this to apply); or
  - 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.

## FINANCIAL SERVICE PROVIDER REGISTRATION

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We are registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 with registration number FSP39361 and are a member of a dispute resolution scheme.

## DISPUTE RESOLUTION

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**Name of dispute resolution scheme:** Insurance & Financial Services Ombudsman Scheme Inc.

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 the dispute resolution scheme:**

Phone: 0800 888 202 or 04 499 7612;

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

Business address: PO Box 10-845, Wellington 6143, New Zealand

**CONDITIONS**

This agreement is an offer by us to advance the loan to you on the terms and conditions set out in the Agreement. The offer is conditional on:

1. Us receiving properly completed and signed documents and consents we require from you in relation to the agreement; and
2. There being no material change in your circumstances before the loan is made; and
3. The loan being made on the date described as the "Effective Date" under the heading "Initial Unpaid Balance" in the Initial Disclosure Statement.

We are under no obligation to make the loan and may terminate the agreement with or without notice if any of these conditions are not satisfied.

**Terms**
**1. Loan**

- 1.1 By signing this agreement, you agree to borrow and repay the Initial Unpaid Balance on the terms and conditions set out in this agreement.
- 1.2 Where you are purchasing the Property you authorise us to pay the loan by electronic transfer to the seller of the Property and/or to any person that has security over the Property.

**2. Voluntary payments**

- 2.1 Any payments made which are voluntary will be applied against the principal amount of the advance outstanding and will reduce the total interest paid and may reduce the term of loan. Voluntary repayments are in addition to and will not affect your obligations to make the payments in the amounts and on the dates set out in the Initial Disclosure Statement. You may not make payments in advance of the payments that are due, other than to prepay in full or which are applied as described in this clause.

**3. Security**

- 3.1 You grant us a security interest in the Property to secure the payment and performance of all of your past, present and future indebtedness and obligations to us under this agreement and under any other agreement or deed we have previously entered into with you or may enter into with you as Borrower from time to time as security for the repayment of amounts owed to us under this agreement and the performance of all other terms and obligations in this agreement.
- 3.2 You agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this agreement and waives any rights under sections 116, 120(2), 121, 125, 129, 131 and 148 of the PPSA.

**4. Your obligations and promises**

- 4.1 You agree:
  - (a) To keep the Property at the Premises and not to move or permit the removal of the Property without our written consent and in the case of a vehicle, to keep the vehicle at the Premises when not in use;
  - (b) Not to allow the Property to become an accession (as defined in the PPSA) or attached to land or buildings in such a way as to become a fixture;
  - (c) Not to part with possession of the Property or sell or attempt to sell, pledge or create a Security Interest or permit a lien in the Property;
  - (d) Not to allow the Property to be outside of your possession or
  - (e) To ensure the Property is used only in a reasonable and lawful manner and to keep the Property registered and licensed and in the case of a vehicle to maintain a current warrant of fitness or certificate of fitness;
  - (f) To keep the Property in good condition and protect it from loss or damage;
  - (g) To service or repair the Property at your cost in a proper and

workman like manner;

- (h) Not to alter the Property without our prior written approval;
  - (i) To notify us immediately of any loss of or damage to, defect or fault in the Property;
  - (j) That our Security Interest in the Property shall be a first ranking interest;
  - (k) In the case of a vehicle, to promptly pay all traffic and parking fines, penalties, levies, fees and tax (including road user charges) imposed by any law or any government agency in relation to the vehicle; and
  - (l) To allow Oxford to inspect the Property at any time between the hours of 8.00 a.m. and 5.00 p.m. on any weekday and at any time the property is being used on reasonable notice.
- 4.2 You agree to the property being fully insured throughout the term of the agreement for loss or damage by accident, fire, theft (and in case of a motor vehicle, liability to third parties for bodily injury, death or damage to property) and any other risks required by Oxford. The Insurer must be approved by us and our interests noted on the policy accordingly.
- 4.3 Where we require you to hold life insurance or other insurance such insurance, this must be maintained throughout the term of the agreement for not less than the amount specified by us and with an insurer approved by us and our interests must be noted on that policy.
- 4.4 You must not do or omit to do anything which could result in the insurer declining any claim. You agree to make an insurance claim in respect of the Property when requested by us. You agree that any amount payable under any insurance policy will be paid to us and applied towards payment of all amounts outstanding under this agreement whether or not the time for payment has arrived as we see fit.
- 4.5 You warrant and represent that the information that you have provided to us when you applied for this loan and any information provided during term of this agreement is true and correct.
- 4.6 You will promptly notify us in writing of any changes in your personal information or financial circumstances and in the case of the change of name, address or email you must give us written notice 7 days prior to such change taking effect. Upon request you will provide us information reasonably about your financial position as we may require.
- 5. When will you be in default**
- 5.1 You will be in default under this Agreement if you:
    - (a) Breach any term of this Agreement, including failing to make any payment when due or the obligations and promises set out in clause 4;
    - (b) The Property is, at any time, at risk as defined in the PPSA or CCCFA as applicable, even where the status of the Property is no longer at risk;
    - (c) You are in breach of any other agreement with us whenever that other agreement was entered into; if you are bankrupt or go into liquidation or bankruptcy or a receiver is appointed over any of your property.
- 6. What happens if you are in default**
- 6.1 If you are in default, we may, subject to compliance with any applicable law:
    - (a) Enforce our Security Interest and may repossess and/or sell the Property; or
    - (b) Give written notice to you that all payments required to be made under this Agreement are immediately due and payable.
  - 6.2 If we enforce our Security Interest we may:
    - (a) Enter the Premises or enter any other premises (including, where necessary, when the occupier is not present) where the Property is located as your agent for the purpose of repossessing the Property
    - (b) Repossess the Property; and/or
    - (c) Sell the Property or any part of it in such manner as we consider Expedient, and may do anything necessary to give effect to such sale.

**FEES AND CHARGES**
**7. Indemnity**

7.1 You indemnify us against all costs, losses and expenses incurred by Oxford in relation to this agreement, and in exercising any of our rights or recovering any amounts owed to us (including any default interest, storage, repossession, legal or recovery costs in relation to any Property); and any claim by any person relating to any Property, or the exercise by Oxford of any right under this Agreement.

**8. Privacy**

8.1 Your personal information may be held by Oxford electronically or in hardcopy in New Zealand or elsewhere but in all cases Oxford will control that information. You have a right under the Privacy Act 1993 to obtain access to and request correction of any information held by Oxford and any credit reporting agency (CRA).

8.2 You agree that we may use personal information related to this Agreement for our usual business activities. We will also provide details of the transactions carried out under this Agreement to a CRA and report any default under this Agreement to the CRA and use the CRA's monitoring service to receive and provide updates if any of the information about you changes. The CRA will hold that information on their systems and use it to provide their reporting service. The CRA may give any information it holds about you to its other customers.

**9. General**

9.1 You acknowledge that we pay any broker, agent, dealer or other person who introduces you to us fees, commission and other remuneration for providing the introduction.

9.2 If we provide you with any concession or relief from your obligations, we do not waive any of our rights under this Agreement and you will not be released from any of your obligations under this Agreement unless we expressly grant such a release in writing.

9.3 Oxford is not obliged to exercise any power or right arising under this Agreement and Oxford is not accountable for any loss arising by its delay or partial exercise of any such power or right.

9.4 Counterparts: This Agreement may be signed in any number of counterparts (including by facsimile or scanned copy), all of which together shall constitute one and the same document.

9.5 We may, at any time, assign our rights, title in this Agreement and our Security Interest without your consent and without affecting your liability under this Agreement. You may not assign this Agreement without our prior written consent.

**10. Definitions**

10.1 In this agreement the following terms and expressions have the following meanings:

**Act** means the Consumer Credit Contracts and Finance Act 2003.

**PPSA** means the Personal Property Securities Act 1999.

**Premises** means your address is set out in the Initial Disclosure Statement or is agreed in writing with Oxford.

**Property** means the property listed in the Initial Disclosure Statement which Oxford has a security interest in and includes any accessories or goods (including replacement parts) supplied with or for any Property during the term of this agreement and includes the proceeds of the property.

**Security Interest** has the meaning given to that term in the PPSA. **You** means the Borrower and Co-Borrower set out in the Initial Disclosure Statement and includes your successors and assignees.

**We, Our, Us** or **Oxford** means Oxford Finance Limited and includes our successors and assigns.

10.2 Capitalised terms not otherwise defined in these terms shall have the meanings given in the Initial Disclosure Statement.

**Loan Establishment Fee \$200:** This is a fee for receiving and processing the loan applications together with acceptance and is added to the loan contract when the loan is drawn.

**Direct Costs:** These are actual costs that have been incurred for services that relate directly to the approval of your advance:

PPSR lodgment	\$8.05
PPSR search	\$1.15 per search
Credit check	\$7.10 per search
Ministry of Justice search	\$0.40 per search
Verification of Identification	\$2.30 per search
Motor check	\$0.18 per search
Driver check	\$0.16 per search

These costs will only be charged should that check be made. Please note that should you require any further clarification please contact Oxford Finance Limited.

**Account Maintenance Fee:** This fee is part of the loan payment and is for the maintenance service provided. The fee charged is \$5.00 per calendar month and is charged to the loan on the last business day of each month.

**Caveat Fee:** Where a loan is secured by a caveat / agreement to mortgage we will register a caveat over the property, caveat registration costs will be charged to the loan to a maximum of \$322.00 for each property. NB: Upon settlement, costs may be incurred for the release of the caveat.

**Mortgage Fee:** For any loan where we register a mortgage over a property, mortgage registration costs will be charged to the loan on invoice from the solicitor for each property.

NB: Upon settlement, costs may be incurred for the release of the mortgage.

**Legal Costs:** If the structure of your loan or financing is such that we require solicitors to prepare any documentation or advice, you will be responsible for the reasonable legal costs of the legal work undertaken.

**Early Repayment Fee \$19.00:** Administration fee charged to the loan account when the account is settled early.

**Settlement Loss Fee:** A variable fee to cover any loss derived from breaking the funding associated with your loan (as described in the disclosure statement and credit contract).

**Default Interest Charge:** Default interest (also known as Penalty Interest) is calculated at the rate of Annual Interest rate plus 5% in respect of the amount of default while the Default continues.

**Modifications Fee \$70.00:** Variations or Modifications to the loan contract.

Fee is charged where a Credit Contract is varied due to amount, term, payment structure or security.

**Assignment Fee \$200.00:** This fee is charged when assigning a contract from one Borrower(s) and/or Guarantor(s) name to another Borrower(s) and/or Guarantor(s) name.

**Direct Debit Modification Fee \$10.00:** Fee charged for amending an existing direct debit payment.

**Dishonored Payment Fee \$10.00:** Fee is charged to the loan account in the event of a payment tendered to the account is dishonored by the Debtors bank.

**Insurance Letter Fee \$15.00:** Fee is charged to the loan account in the event that the insurance company has notified OFL that the premium is pending.

**Reminder Letter \$10.00:** Fee is charged to the loan account where a client is advised that a payment has been missed or is overdue.

**Repossession Warning Notice \$20.00:** Fee is charged to a loan account when a Repossession Warning Notice is issued. This is generally 9 days after a breach of terms (e.g. overdue instalments).

**Phone Call \$3.00:** Fee is charged to the loan account where a Credit Controller is attempting to contact the Borrower regarding overdue amounts on the loan account where the loan account has been in arrears more than 10 days.

**SMS Charge \$0.25:** Fee is charged to the loan account where we are attempting to contact the client by SMS message service after a breach of agreement has occurred (e.g. overdue instalments).

**FEES AND CHARGES CONTINUED**

**Repossession Authority \$50.00:** Fee is charged to the loan account when it is necessary to issue a Repossession Authority as a result of a serious default (e.g. overdue instalments). This amount along with the arrears and any agent costs are due and payable immediately to avoid repossession.

**Formal Demand (Mortgage) \$45.00:** Fee is charged to a loan account for a Demand issued when the loan account has a serious breach of agreement. Formal demand is issued prior to a Property Law Notice.

**Property Law Notice (Mortgage) \$130.00:** Fee is charged to the loan account when a serious breach of agreement has occurred (e.g. overdue instalments).

**Post-Repossession Notice \$30.00:** A Post Repossession Notice is issued within 14 days of the taking of goods by the Creditor. Fee for the issue of Post Repossession Notice will be charged to the loan account.

**Recovery Costs:** Costs incurred by a third party (e.g. repossession agent, legal provider on a solicitor-client basis, repairer) will be charged to a loan account for the invoiced amount, copies of which are available upon request.

**Statement of Account After Sale \$44.00:** Fee is charged to the loan account following production and service of this notice after sale of goods within 7 days of the sale being affected.

**Insurance:** The cost of insurance cover for Loan Repayment Insurance, Motor Vehicle Insurance, Mechanical Breakdown Insurance, GAP Insurance and Payment Waiver may be included in the loan. The premium financed will be paid to the relevant insurance company and provide insurance cover for the period stated in each insurance policy.

**ACKNOWLEDGEMENT**

You acknowledge that you received a copy of the Loan Agreement, inclusive of Initial Disclosure Statement and Terms and Conditions before entering into this agreement; and confirm that you have read and understood the Initial Disclosure Statement and the terms that apply to the agreement. If there is more than one person entering into this agreement, you are each jointly and severally liable to us for the obligations under this Agreement. You will comply with the terms and conditions of this Loan Agreement, as set out in full in this document.

<b>Signed as Borrower 1</b>	Witness Signature
	Witness Name and Address
<b>Signed as Co-Borrower 2</b>	Witness Signature
	Witness Name and Address
Dated:	