



Contract Number: \_\_\_\_\_ LoanID \_\_\_\_\_

**Full Name and Address of Lessor.** This is the person or company providing you the lease.

You may send notices to the lessor by: • Writing to the lessor at its postal address; or • Sending a fax to the number specified; or • Sending an email to the address specified.	<b>Name:</b>	<b>Oxford Finance Limited</b>
	<b>Physical Address:</b>	<b>302 Great South Road, Greenlane Auckland, New Zealand 1051</b>
	<b>Postal Address:</b>	<b>PO Box 17373 Greenlane 1546</b>
	<b>Free Phone:</b>	<b>0800 88 44 66</b>
	<b>Fax:</b>	<b>+64 9 300 9531</b>
	<b>Email:</b>	<b>loans@oxf.co.nz</b>

**Details of Lessee:**

<b>Lessee Organisation Type:</b>	Company	
<b>Name of Lessee:</b>		
<b>Trading Name:</b>	LegalName	
<b>Incorporation No (if any):</b>	OrgNo	
<b>Lessee</b>		

**Details of Guarantors:**

<b>Guarantors</b>		
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**Lease Details:**

Lease Term:	Months	Commencement Date:	DateOpened	Expiry Date:	DateMaturity
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Number of Rent Instalments	Amount of Rent Instalment (Excluding GST)	GST per Instalment	Monthly Account Maintenance Fee	Total Rent Instalment (Including GST)	Payment Frequency	First Rent Instalment Due Date	Last Rent Instalment Due Date
[NoPay]	[AmoR]	[GST]	\$2.50	[TotRent]	[Pay_Freq ]	[1stDate]	[LastDate]

**Equipment:**

Security
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**Special Terms and Conditions**

Any additional terms and conditions should go here.

The Lessee and the Guarantors acknowledge that they have received, read and understood and are bound by the terms of this Agreement (including the Terms and Conditions of Use Lease Agreement - Business) attached.

Signed as an agreement on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

**Withdrawal of Facility**

We may at any time prior to you entering into the Lease Agreement, cancel this Agreement immediately if we consider that:

- (a) there has been a material delay in you entering into the Agreement;
- (b) information we relied upon when assessing your application is incorrect in a material respect; or
- (c) there has been a material change in the financial market conditions on which we relied when we offered the facility to you.

**Signed by the Lessee**

\_\_\_\_\_  
DebtorSignature

**Signed by the Guarantor**

\_\_\_\_\_  
GuarantorSignature

**Signed by the Lessor**

**Signed on behalf of Dorchester Finance Limited trading as Oxford Finance**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness Address

## TERMS AND CONDITIONS OF USE (LEASE AGREEMENT - BUSINESS)

1. **Important Notice:** You agree to be bound by the terms and conditions of use recorded below and by the accompanying Schedule. By signing the Schedule, you and each of the Guarantors acknowledge that you have read, understood and agree to be bound by the terms and conditions of this Agreement.
2. **What we agree to do:**  
We agree to lease the Equipment to you for the Lease Term on the terms and conditions recorded in this Agreement.
3. **What you agree to do:**  
You agree to the following:
  - 3.1. **Lease Equipment:** To lease the Equipment from us for the Lease Term on the terms set out in this Agreement.
  - 3.2. **Non-cancellable:** That this Agreement cannot be cancelled or terminated except as provided in this Agreement.
  - 3.3. **Collect Equipment:** To collect the Equipment from the dealer supplying the Equipment at your own expense. Failure or refusal by you to take delivery within what we think is a reasonable time will constitute repudiation.
  - 3.4. **Title and Risk:** You acknowledge that ownership of and title to the Equipment remains at all times with us and you shall be bailee of the Equipment only. This Agreement does not confer on you any option to purchase the Equipment. Upon delivery of the Equipment, all risk in the Equipment will pass to you notwithstanding that title to the Equipment remains with us.
  - 3.5. **Possession:** Not to part with possession of the Equipment or attempt to sell, pledge or create a security interest or permit a lien in the Equipment, or assign your rights under this Agreement. You agree to notify us if the Equipment is taken out of your possession and to advise us of the location to where the Equipment has been removed.
  - 3.6. **Return Equipment:** At the expiration or earlier termination of this Agreement or if we become entitled to possession of the Equipment, you agree to deliver the Equipment to us at our address, or such other place as we direct in writing, in good order and repair, except for ordinary wear and tear. Should the Equipment remain in your possession after the expiry or termination of this Agreement, for whatever reason, you will continue to pay rental at the frequency and in the amounts contemplated by the Lease Details.
- 3.7. **Payment:**
  - a) **Pay rent:** To pay the Rent Instalments on the Rent Instalment Due Dates specified in the Schedule. The first payment is due on the first Rent Instalment Due Date as set out on the Schedule and then subsequent Rent Instalments must be paid in accordance with the Payment Frequency during the Lease Term.
  - b) **Continue to pay:** To the extent permitted by this Agreement, and by law, you must continue to pay each Rent Instalment, despite the presence or occurrence of any defect or total or partial breakdown in or damage to the Equipment.
  - c) **Pay Tax:** To pay when due the GST component of each Rent Instalment and any other payment to be made by you under this Agreement and to pay when due any other taxes in relation to this Agreement.
  - d) **No deductions:** To make all payments due under this Agreement without set-off or deduction (except as required by law).
  - e) **Rental review:** We may at any time by giving you not less than one month's notice in writing increase or decrease the Rent Instalment under this Agreement to reflect changes in the Implicit Rate. For the purpose of calculating the amount of any increase in such payments the Implicit Rate will not exceed the implicit rate charged by us for new transactions for similar purposes.
- 3.8. **Equipment:**
  - a) **Use of Equipment:** To ensure that the Equipment is installed and operated by properly qualified and (if applicable) licensed persons in accordance with the manufacturer's instructions and to prevent any warranties on the Equipment becoming inoperative.
  - b) **Maintenance:** To use, keep and maintain the Equipment in good repair and condition and in accordance with the manufacturer's instructions.
  - c) **Proper Use:** To use the Equipment only for the purpose of, and in the ordinary course of, your business.
  - d) **Take good care of Equipment:** To take good care of the Equipment.
  - e) **No alterations:** Not to alter the Equipment or any marks or numbers on the Equipment without our prior consent.
  - f) **Comply with Law:** To ensure the use and operation of the Equipment in a careful, prudent and lawful manner and comply with the provisions of all Acts of Parliament, by-laws and regulations affecting the Equipment and not to use or permit the use of the Equipment for any illegal purpose and if applicable to keep the Equipment registered and licensed, and pay promptly all requisite fees and charges.
  - g) **Location of Equipment:** Where applicable, to keep the Equipment at the Premises and not to move or permit the removal of the Equipment to any other premises or place without our prior written consent.
  - h) **Not to affix the Equipment:** Not to allow the Equipment: (a) to become an Accession (as defined in the PPSA); or (b) to become attached to land or buildings in such a way as to become a fixture.
  - i) **Accessories:** You acknowledge that any accessories or goods (including replacement parts) supplied with or for any Equipment during the Lease Term shall become part of the Equipment for all purposes and shall be our property and will also be subject to the security interest created by this Agreement.
  - j) **Service Equipment:** To have the Equipment serviced or repaired at your cost in accordance with the recommendations of the manufacturer of the Equipment by a dealer authorised by the manufacturer of the Equipment to service or repair the Equipment and to ensure the servicing and repairs are carried out in a proper and workmanlike manner. You agree that we are not responsible for the maintenance of the Equipment and you must not represent that we will pay for any repair or maintenance of the Equipment.
  - k) **Tell us if Equipment damaged or defective:** To notify us immediately of any destruction, loss of, damage, defect or fault in the Equipment.
  - l) **Insure Equipment:** To insure the Equipment as follows:
    - i. throughout the Lease Term;
    - ii. for market value or a minimum amount specified by us;

- iii. for loss or damage by accident, fire, theft and any other risk required by us;
  - iv. with an insurance company approved by us; and
  - v. in our name as owner of the Equipment and in your name as Lessee; and not to do or omit to do anything which could make void or voidable any insurance policy or result in the insurance company declining any claim. You agree that any amount payable under any insurance policy will be paid to us to be applied as we think fit either in making good any damage to the Equipment or towards payment of all amounts outstanding under this Agreement whether or not the time for payment has arrived.
- m) **Permit access:** To allow us or our representatives to enter the Premises where the equipment is located at any time between the hours of 8.00 am and 5.00 pm on any week day and at any other time the Equipment is being used for the purpose of inspecting the Equipment, monitoring your compliance with this Agreement, exercising our rights under this Agreement or demonstrating the Equipment to potential purchasers of the Equipment.
- 3.9. **Information:** That the information you have provided is true and correct and that you will promptly upon request provide to us such information about your financial position or operations as we may reasonably require.
- 3.10. **Name change:** Not to change your name or address without first notifying us in writing of the proposed change and the new name or address at least 7 days before the change takes effect.
- 3.11. **Agreement to Mortgage:** To mortgage all of your present and future right, title and interest in land to us as security for payment of all moneys payable by you under this Agreement. You must execute in our favour upon our request a registrable mortgage in such form as we may require over any land or interest in land which you may presently hold or subsequently acquire as security for payment of all moneys payable under this Agreement.
- 3.12. **Financial Information:** To provide us with management accounts and end of year financials upon our request.
4. **Breach by you:**  
 You will be in breach of this Agreement if any of the following occurs:
- 4.1. **Do not make payments:** You do not pay any amount payable under this Agreement when payment is due.
  - 4.2. **Performance :** You do not perform any obligation under this Agreement when performance is due.
  - 4.3. **Insolvency:** You are or become insolvent, or a statutory demand is served on you and you do not remedy it in the time required, or a liquidator, receiver or statutory manager is appointed in respect of you or your assets or in the case of an individual you commit an act of bankruptcy as described in sections 16 - 28 of the Insolvency Act 2006.
  - 4.4. **Insurance cancelled:** Any insurance policy in respect of the Equipment is cancelled by the insurer or expires without being renewed or replaced.
  - 4.5. **Equipment at risk:** We believe the Equipment is "at risk" (as construed in accordance with section 109(2) of the PPSA).
- 4.6. **Cross Default:** You or any guarantor defaults under any other agreement or arrangement with us and/or any Related Company or fails to pay any indebtedness owed to any person on its due date.
5. **Consequences of a breach:**
- 5.1. If an Event of Default occurs we may do one or any of the following:
    - a) **Terminate Agreement:** give you notice terminating this Agreement;
    - b) **Enter premises:** repossess the Equipment and for that purpose, we may, as your agent, enter any Premises where the Equipment is located and remove the Equipment; and/or
    - c) **Sale:** sell the Equipment.
  - 5.2. **Pay default interest:** (if you do not make any payment due under this Agreement or if any moneys are payable by you at any time in accordance with clause 7.11) charge you interest on that amount from the due date until the date of payment at the rate which is the aggregate of the Implicit Rate and 10% per annum.
6. **Consequences of termination of lease:**  
 If we terminate this Agreement, the following will apply:
- 6.1. **Lease terminated:** We will not be required to lease the Equipment to you any longer.
  - 6.2. **Pay Total Rental:** You must immediately pay the balance of the Rent Instalments which would otherwise have been payable by you during the Lease Term up to and including the Last Rent Instalment Due Date (less such rebate (if any) as we may in our absolute discretion determine represents the interest component of such Rent Instalments), plus GST on that amount, and any other default interest payable.
  - 6.3. **Mitigation:** If Part 9 of the PPSA applies to this Agreement then we will credit against your payment obligations under clause 6.2 any sum recovered from the sale of the Equipment after deducting all expenses associated with the sale of the Equipment and GST payable in respect such sale. Any surplus then remaining will be applied in accordance with the PPSA.
  - 6.4. **Pay other money:** You must immediately pay any other money payable by you under this Agreement.
  - 6.5. **Repair Equipment:** We may make any repairs to the Equipment which you were required to make under this Agreement and claim the cost of those repairs from you.
  - 6.6. **Effect of Termination:** Termination of this Agreement shall be without prejudice to any other rights or remedies available to us under this Agreement or at law or in equity or otherwise and shall not affect any provisions of this Agreement which are intended to survive termination.
7. **Incidental provisions**
- 7.1. **Consumer Guarantees Act:** You acknowledge that the Equipment is leased by you for the purposes of a business carried on by you, and you agree that nothing in the Consumer Guarantees Act 1993 will apply to the lease of the Equipment to you.
  - 7.2. **No warranties:** You acknowledge that the Equipment has been selected by you, is accurately described in this Agreement and is in a suitable condition for its desired purpose. We have no responsibility for ensuring that the Equipment is delivered on time and is properly installed or is

- of merchantable quality or fit for any purpose you intend using the Equipment for.
- 7.3. **No Tax Advice:** You acknowledge that we have not given you any advice on the taxation treatment of this Agreement or the payments to be made under this Agreement.
- 7.4. **Illegal Provisions Severed:** If any provision of this Agreement is illegal, that provision will be severed from this Agreement without affecting the remaining provisions.
- 7.5. **Time of the essence:** You agree that time is of the essence of your obligations to us.
- 7.6. **Entire agreement:** You agree that this Agreement contains all the terms of our agreement with you. You acknowledge that in entering into this Agreement you have not relied on and we are not liable for any representation, statement or term which is not expressly set out in this Agreement.
- 7.7. **Attorney:** You irrevocably appoint us and each of our officers severally as your attorney to do, at your risk and cost, anything you are required to do under this Agreement including to execute any mortgage pursuant to clause 3.11 or to make any insurance claim in respect of the Collateral.
- 7.8. **No liability:** We are not liable, whether in contract, tort (including but not limited to negligence), or otherwise to you for any loss or damage (including indirect or consequential loss, and loss of business or other profits) suffered or incurred or claimed to have been suffered or incurred by you or any other person under or in connection with this Agreement or from the use or operation of the Equipment or resulting from the exercise or purported exercise of any rights conferred on us by this Agreement.
- 7.9. **Indemnity:** You agree to indemnify us against the following:
- any liability arising in connection with the possession or use or operation of the Equipment by you;
  - any loss of, damage to or destruction of the Equipment; and
  - any liability, loss or expense we incur as a result of us having entered into this Agreement or as a result of your default under this Agreement or the exercise by us of any right power and remedy under this Agreement.
- 7.10. **Costs:** You agree to reimburse us for all costs (including legal costs on a solicitor and own client basis) incurred by us in relation to the preparation and execution of this Agreement, registering, maintaining and discharging a security interest in relation to the Equipment and in repossessing the Equipment, repairing the Equipment and enforcing this Agreement together with such amount as we may reasonably determine is necessary to compensate us for any administrative action taken by our personnel in connection with this Agreement.
- 7.11. **Performance by us:** If you fail to observe or perform any obligation on your part contained or implied in this Agreement or if we consider it necessary or desirable to pay any moneys or incur any expenses in order to protect our interest under this Agreement, then we may perform such obligations, pay such money, or incur such expenses and any moneys so paid or expenses so incurred will be payable by you to us.
- 7.12. **No waiver:** We will not be prevented from enforcing any of our rights under this Agreement because on an earlier occasion we did not enforce those rights.
- 7.13. **Notices:** All notices to be given pursuant to this Agreement shall be given in accordance with sections 185 to 189 of the PPSA.
- 7.14. **Privacy Act 1993:** You authorise us to request information about you from other people for the purposes of this Agreement and to collect and hold that information and authorise those people to disclose that information to us. Such purposes may include assessing your creditworthiness, administering and enforcing this Agreement, offering you insurance, maintaining credit records with us, a related company and external agencies, marketing goods and services provided by us, a related company or any other supplier nominated by us. You also authorise us to disclose information collected by us under this clause to any external agency for any of the purposes described above or to any potential assignee of this Agreement or any other person providing us with services in connection with this Agreement. If any Event of Default occurs you authorise us to disclose any information about you to any agency for the purposes of debt collection or to any credit agency who may in turn release that information to other customers. Such information will be held by us at our business address and by other parties for the purposes described above. We acknowledge that the Privacy Act 1993 may entitle you to have access to this information and if necessary, request the correction of this personal information.
- 7.15. **Time for payment:** Unless any provision of this Agreement stipulates otherwise, all money payable by you under this Agreement must be paid on demand.
- 7.16. **Variations:** With the exception of clause 11.3 (Implicit Rate) this agreement may be modified or varied by us where the Lessee has requested a change to the equipment, term, or date of instalment in writing. We, if agreeable, must disclose in writing the effect of any changes made within 5 working days of the changes being effected.
- 7.17. **Surplus:** You agree that any surplus arising from dealing under any of the Related Agreements will be subject to a right of set-off one against the other to satisfy any loss, shortfall, cost or expense which may be suffered by us or any Related Company of us under any of the other Related Agreements.
- 7.18. **Set-Off:** You are not entitled to withhold any payment or make any deduction from any payment due under this Agreement.
- 7.19. **Governing Law:** This Agreement shall be governed by New Zealand law.
- 7.20. **PPSA:**
- You acknowledge that this Agreement creates a security interest in the Equipment as security for your obligations to us under this Agreement and this security interest is registrable in the Personal Property Securities Register.
  - You must sign and deliver any documents and do anything else that we require to ensure that, we have a perfected first ranking security interest in the Equipment under the PPSA and you agree to indemnify us for any costs we incur in registering or maintaining that security interest and/or (if relevant) exercising the rights in Part 9 of the PPSA.
  - You waive any right to receive a copy of a verification statement under the PPSA and agree, if Part 9 of the



PPSA would otherwise apply to this Agreement, to the extent permitted by law, that:

- i. where we have rights in addition to, or existing separately from those in Part 9 of the PPSA, those rights will continue to apply;
- ii. sections 114(1)(a), 133 and 134 of the PPSA will not apply; and
- iii. you will have none of the rights referred to in sections 116, 120(2), 125, 127, 129 and 131 of the PPSA and you waive your rights to object under section 121.

7.21. **Commission:** You acknowledge that we or any broker, agent, dealer or other person who introduces you to us may receive commission, fees or other remuneration for providing such introduction.

7.22. **Counterparts:** This Agreement may be signed in any number of counterparts, all of which together shall constitute one and the same document. Any party may enter into this Agreement by signing any such counterpart.

7.23. **Copies:** Any copy of this Agreement that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this Agreement) may be relied on by any party and presented in evidence in any legal proceedings as though it were an original copy of this Agreement. This Agreement may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.

#### 8. **Signing of this Agreement by us**

We will not be bound by this Agreement until it has been signed by an authorised signatory on our behalf. This provision will not be affected or prejudiced by any prepayment of moneys by or the delivery of the Equipment to you which, pending such signing, will be deemed merely provisional but, if such provisional delivery occurs, your obligations as to insurance, care and use of the Equipment and otherwise (except as to payment of rent) under this Agreement will bind you as soon as you execute this Agreement and you will be a tenant at will of the Equipment at a daily rent equal to the amount obtained by dividing the amount of the first Rent Instalment by the number of days in the first rent period. Provided you sign this Agreement, the signing of this Agreement by an authorised officer of us will, of itself and without notice to you constitute an acceptance creating a contract irrespective of whether or not you have been advised of such acceptance.

#### 9. **Assignment by us**

We are entitled to assign our rights under this Agreement to another person either by way of sale or by way of security, without prior notice to you.

#### 10. **Trustee Provisions**

Where you are identified in the organisation type as a trust ("Trust") then the following provisions shall apply:

10.1 **Liability of Independent Trustees:** The liability of an independent Trustee under this Agreement will be limited to the assets of of the trust. However, if we incur loss due to an intentional default or the dishonesty in breach of trust by any Independent Trustee, that Trustee will be personally liable to us to the extent the trust assets do not satisfy the loss. This Agreement will be binding upon each Trustee who is not an Independent Trustee both personally and in his or her capacity as trustee.

10.2 **Warranties:** The Trustees warrant that:

- a) They are entering into this Agreement for the proper purpose of the Trust;
- b) They have the power and authority under the Trust Deed constituting the Trust to enter into this Agreement; and
- c) They have the right to be indemnified from the assets of the Trust for the liabilities they incur under this Agreement.

#### 11. **How to interpret this Agreement**

11.1. **Words in Capitals:** Words defined in this clause or used in the Schedule have the same meaning when used in this Agreement.

11.2. **You, we and us:** References to "**you**" are references to the person described as the Lessee in the Schedule to this Agreement and where the context permits is also a reference to the Guarantor and references to "**we**" and "**us**" are references to the Lessor being Oxford.

11.3. **Other Terms:** The following terms have the following meanings where used in this Agreement:

"**Agreement**" means the terms and conditions of use provided in this document and the attached Schedule.

"**Oxford**" means Dorchester Finance Limited Trading as Oxford Finance. "**Equipment**" means the equipment leased by us to you and more particularly described in the Schedule, also including any accessions or parts supplied with or for the Equipment and any property substituted for that property.

"**Event of Default**" means any one of the events described in clause 4 of this Agreement.

"**GST**" means goods and services tax under the Goods and Services Tax Act 1985.

"**Implicit Rate**" means the implicit interest charged from time to time used to calculate the Rent Instalments and will not exceed the implicit rate charged by us for new transactions for similar purposes. We may at any time by giving you not less than one month's notice in writing increase or decrease the Implicit Rate. The Implicit Rate at the commencement date of this lease is 15.95%.

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

"**Related Agreement**" means any other agreement we enter into with you from time to time.

"**Related Company**" has the meaning given to the expression in the Companies Act 1993.

"**Rent Instalment**" is the amount of rent required to be paid in an instalment, as set out in the Schedule.

"**Rent Instalment Date**" is the date that each Rent Instalment is required to be paid, as set out in the Schedule.

"**Schedule**" means the form attached to this document and titled "Lease Agreement (Business)".

11.4. **Headings:** Headings are for guidance only and do not affect the interpretation of this Agreement.

11.5. **Plural and Singular:** References to the plural number include the singular and vice versa.

11.6. **Successors:** References to a person include (as applicable) that person's successors, executors and permitted assigns.

11.7. **Joint and Several:** If more than one person executes this Agreement as Lessee, references to the Lessee in this Agreement shall include each such person and every two or

more of them and shall bind each such person under this Agreement jointly and severally.

**12. The terms of the guarantee**

In consideration of Oxford at the Guarantor's request agreeing to execute this Agreement, the Guarantor:

12.1. **Guarantee:** Guarantees to Oxford the due and punctual payment by the Lessee of all moneys payable by the Lessee under this Agreement and the due and punctual performance of all obligations imposed upon or assumed by the Lessee in favor of Oxford in terms of this Agreement.

12.2. **Indemnity:** As a separate and additional obligation, covenants with Oxford that it will indemnify Oxford from and against any liability, loss or damage that Oxford may incur by reason of any breach by the Lessee of the Lessee's obligations under this Agreement or by reason of this Agreement being or becoming void or unenforceable.

12.3. **Nature of liability:** Agrees that:

- a) if more than one person is named in this Agreement as Guarantor their liability is joint and several;
- b) this guarantee is a continuing guarantee and remains in full force and effect and is not discharged by any payment or anything else;
- c) the Guarantor's obligations under this guarantee are principal obligations and may be enforced against the Guarantor without Oxford being required to first exhaust any remedy against the Lessee or to enforce any security Oxford may hold;
- d) the Guarantor's obligations are absolute and that no waiver, granting of time or other indulgence, variation or modification of the Lessee's obligations under this Agreement or the doing or omission to do anything which would release a person liable as surety only will release the Guarantor from liability under this guarantee;
- e) until all moneys payable by the Lessee under this Agreement have been paid in full, the Guarantor may not exercise any rights as surety in competition with Oxford.

12.4. **Agreement to mortgage:** Mortgages all of its present and future right, title and interest in land to Oxford as security for payment of all moneys payable by the Lessee under this Agreement.

12.5. **Further assurances:** Agrees to execute in favour of Oxford upon request by Oxford a registrable mortgage in such form as Oxford may require over any land or interest in land which the Guarantor may presently hold or subsequently acquire as security for payment of all moneys payable under this Agreement.

12.6. **Power of attorney:** Irrevocably appoints Oxford and every officer of Oxford severally to be the attorney of the Guarantor at the risk and cost of the Guarantor to execute any mortgage which the Guarantor has promised to execute pursuant to clause 12.5 and to do everything necessary to procure registration of such mortgage.

12.7. **Privacy Act 1993:** You authorise us to request information about you from other people for the purposes of this Agreement and to collect and hold that information and authorise those people to disclose that information to us. Such purposes may include assessing your creditworthiness,

administering and enforcing this Agreement, offering you insurance, maintaining credit records with us, a related company and external agencies, marketing goods and services provided by us, a related company or any other supplier nominated by us. You also authorise us to disclose information collected by us under this clause to any external agency for any of the purposes described above or to any potential assignee of this Agreement or any other person providing us with services in connection with this Agreement. If any Event of Default occurs you authorise us to disclose any information about you to any agency for the purposes of debt collection or to any credit agency who may in turn release that information to other customers. Such information will be held by us at our business address and by other parties for the purposes described above. We acknowledge that the Privacy Act 1993 may entitle you to have access to this information and if necessary, request the correction of this personal information.

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Signed by Guarantor(s) acknowledging and agreeing to the Terms of the Guarantee

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Print Name

## Schedule of Standard Fees and Charges applied to Lease Contracts

### **Account Maintenance Fee**

This fee is part of the rent installment and is for the maintenance service provided.

The fee is charged at:

Monthly Rent Installment \$2.50 per month

### **Assignment Fee \$500.00**

This fee is charged when assigning a contract from one Lessee(s) and/or Guarantor(s) name to another Lessee(s) and/or Guarantor(s) name.

### **Caveat Fee**

Where a contract is secured by a caveat / agreement to mortgage we will register a caveat over the property, caveat registration costs will be charged to the contract to a maximum of \$322.00 for each property.

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

### **Mortgage Fee**

For any contract where we register a mortgage over a property, mortgage registration costs will be charged to the contract to a maximum of \$386.00 for each property.

### **Contract Variation \$75.00**

#### **(Security, Term, Date of Instalment)**

Fee is charged when the goods/security, or term, or date of instalment on the contract are changed.

### **Collections**

#### **Dishonoured Payment Fee \$10.00**

Fee is charged to the account in the event of a payment tendered to the account is dishonoured by the Lessee's bank.

#### **Pre-Possession Letter \$50.00**

Fee is charged to the account when a Prepossession Notice is issued. This is generally 12-15 days after a breach of terms (e.g. overdue installments).

#### **SMS/Email Charge \$2.00**

Fee is charged to the account where we are attempting to contact the Lessee(s) and/or Guarantor(s) by SMS message service after a breach of agreement has occurred (e.g. overdue installments).

#### **Phone Call \$3.00**

Fee is charged to the account where a Credit Controller is attempting to contact the Lessee regarding overdue amounts on the account where the account has been in arrears more than 10 days.

### **Repossession Order \$100.00**

Fee charged to the account when it is necessary to issue a Repossession Warrant as a result of a serious default (e.g. overdue installments). This amount along with the arrears and any agent costs are due and payable immediately to avoid repossession.

### **Recovery Costs**

Costs incurred by a third party (e.g. repossession agent, legal provider, repairer) will be charged to the account for the invoiced amount, copies of which are available upon request.

### **Formal Demand (Mortgage) \$30.00**

Fee is charged to the account for a Demand issued when the account has a serious breach of agreement. Formal demand is issued prior to a Property Law Notice.

### **Property Law Notice (Mortgage) \$200.00**

Fee is charged to the account when a serious breach of agreement has occurred (e.g. overdue installments).

### **Post-Possession Notice \$50.00**

A Post possession Notice is issued within 21 days of the taking of goods by the Lessor. Fee for the issue of Post possession Notice will be charged to the account.

### **Statement of Account After Sale \$85.00**

Fee is charged to the account following production and service of this notice after sale of goods within 10 days of the sale being effected.



### ELECTRONIC CONSENT

I, as a Director of LoanName3, agree that Dorchester Finance Limited trading as Oxford Finance may use electronic communication (including email and SMS/text messaging) for the purpose of making disclosure to us, providing us with notices and/or changes to Oxford Finance Terms and Conditions and/or for any other reason such as marketing of services and products.

Email Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

I, as a Director of LoanName4, agree to receive electronic communication from Oxford Finance and I, as a Director of LoanName5 confirm the email address and mobile number is correct as shown above.

I, as a Director of LoanName6, do not agree to receive electronic communication from Oxford Finance.

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

### Marketing / Promotional Material

I, as a Director of LoanName7, consent to being sent promotional and marketing material by Oxford Finance as and when such information is produced.

Yes

No

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

TO: Dorchester Finance Limited trading as Oxford Finance  
Level 8, 34 Shortland Street  
Auckland

With regards to the Lease Agreement No LoanID2 dated DateOpened2

**COMPANYNAME**  
**("LESSEE")**

The Lessee acknowledges that the equipment specified in the above Lease Agreement and supplied by:

**FILL IN SUPPLIER INFO**  
**("SUPPLIER")**

**Please tick appropriate option and initial next to answer**

Have been fully installed and operating at the correct premises to our satisfaction. **Initial** \_\_\_\_\_  
Lessee has taken possession of the equipment.

OR

Have not been installed yet but will be installed at the correct premises. **Initial** \_\_\_\_\_  
However I am happy to enter into the lease agreement and begin paying the lease installments as per the contract. Photos will be provided once equipment is installed.

**The lessee further acknowledges:**

1. That the equipment has been sought by us to meet our requirements.
2. That the equipment is fit for the purpose for which they are intended to be used for.
3. That the equipment is acceptable in terms of quality, appearance and finish.
4. The equipment has been acquired for the purposes of the Lessee's business and none of the provisions of the Consumer Guarantees Act 1993 apply to the supply of the equipment by Oxford Finance.
5. Oxford Finance does not accept responsibility for the quality or performance of the equipment and that all product warranty issues must be directed to the Supplier.
6. The signatories to the Agreement personally warrant they have the authority to commit the Lessee to the Agreement.
7. The Supplier is not an agent of Oxford Finance and any statement made by the Supplier has not been relied upon as such.
8. The equipment specified in the Agreement is for the exclusive use of the Lessee and is not currently and will not become subject to a lease, rental, assignment or transfer of any kind to another entity whether related to the Lessee or not.

Signed by the Lessee

\_\_\_\_\_  
Signature  
**Lessee Name**, as director of CompanyName

Date: \_\_\_\_\_

## ACKNOWLEDGEMENT

First Name: ..... Middle Name: .....

Last Name: ..... Date of Birth: .....

Address: .....

### **Information**

I understand that there is no obligation to provide personal information but failure to do so may prejudice my chance of obtaining finance. I declare that all the information provided and submitted to Dorchester Finance Limited trading as Oxford Finance regarding my application is true and correct.

I authorise Dorchester Finance Limited trading as Oxford Finance and all related companies (as defined in the Companies Act 1993) to use and disclose the personal information I have provided to undertake all necessary enquiries and request, collect, check and exchange information (both now and in the future), including but not limited to personal, commercial and financial information about me and references, from:

- any Credit Reporting Agency credit provider,
- The NZTA (NZ Transport Agency),
- Ministry of Justice,
- my employer(s),
- accountant,
- or any other source,

for the purposes of assessing my creditworthiness, providing credit to me, administering and enforcing this Agreement, offering me insurance, maintaining credit records with Dorchester Finance Limited trading as Oxford Finance, a related company and external agencies, marketing goods and services provided by Dorchester Finance Limited trading as Oxford Finance, a related company or any other supplier nominated by us.

I also authorise Dorchester Finance Limited trading as Oxford Finance to disclose information about any loan arising out of this application to any potential assignee of this loan, guarantor or to any person providing services in connection with refinancing this loan, or to any person or organisation I have authorised to obtain information, at any time in the future.

I also understand and agree that in order to facilitate a Credit Reporting Agency's credit reporting services Dorchester Finance Limited trading as Oxford Finance will disclose to such agency information about me for that purpose, including any updates of such information. The Credit Reporting Agency will hold that information on their systems for that purpose. If I default in my payment obligations to Dorchester Finance Limited trading as Oxford Finance, I understand that the information about that default may be given to any Credit Reporting Agency and they may give that information about my default to other Credit Reporting Agency customers.

I also understand that:

- Dorchester Finance Limited trading as Oxford Finance will meet its obligations to me under the Privacy Act 1993;
- such information will be held by Dorchester Finance Limited trading as Oxford Finance at their business address and by other parties for the purposes described above;
- I have the right to access and correct personal information held about me in accordance with the Privacy Act 1993.

I confirm that I do not have any outstanding traffic, parking or other fines, do not have a criminal record and am not an undischarged bankrupt.

### **Personal Property Securities Act 1999**

I waive my right to receive Verification Statements or Financing Change Statements under the PPSA. I acknowledge that I am able to request such statements by contacting Dorchester Finance Limited trading as Oxford Finance in writing.

**Electronic Communication:** I agree that Dorchester Finance Limited trading as Oxford Finance may use electronic communication (including email and SMS/text message) for the purpose of making disclosure to me pursuant to the Credit Contracts and Consumer Finance Act 2003, providing me with notices and/or changes to Dorchester Finance Limited trading as Oxford Finance Terms and Conditions and/or any other reason such as marketing of services and products.

My email address for communications: .....

My mobile number for receiving SMS/text communications: .....

I have read, understood and agree to this Acknowledgement.

Signed: ..... Dated: .....

ACKNOWLEDGEMENT

First Name: ..... Middle Name: .....

Last Name: ..... Date of Birth: .....

Address: .....

**Information**

I understand that there is no obligation to provide personal information but failure to do so may prejudice my chance of obtaining finance. I declare that all the information provided and submitted to Dorchester Finance Limited trading as Oxford Finance regarding my application is true and correct.

I authorise Dorchester Finance Limited trading as Oxford Finance and all related companies (as defined in the Companies Act 1993) to use and disclose the personal information I have provided to undertake all necessary enquiries and request, collect, check and exchange information (both now and in the future), including but not limited to personal, commercial and financial information about me and references, from:

- o any Credit Reporting Agency credit provider,
- o The NZTA (NZ Transport Agency),
- o Ministry of Justice,
- o my employer(s),
- o accountant,
- o or any other source,

for the purposes of assessing my creditworthiness, providing credit to me, administering and enforcing this Agreement, offering me insurance, maintaining credit records with Dorchester Finance Limited trading as Oxford Finance, a related company and external agencies, marketing goods and services provided by Dorchester Finance Limited trading as Oxford Finance, a related company or any other supplier nominated by us.

I also authorise Dorchester Finance Limited trading as Oxford Finance to disclose information about any loan arising out of this application to any potential assignee of this loan, guarantor or to any person providing services in connection with refinancing this loan, or to any person or organisation I have authorised to obtain information, at any time in the future.

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My email address for communications: .....

My mobile number for receiving SMS/text communications: .....

I have read, understood and agree to this Acknowledgement.

Signed: .....

Dated: .....

Please give us names of **three other individuals not living with you** who we can contact in the event we are unable to reach you:



Name	
Name	
Address	
Address	
Home Phone	
Home Phone	
Mobile	
Mobile	
Relationship	
Relationship	

Name	
Address	
Home Phone	
Mobile	
Relationship	

**Please give us name and contact number of your employer**

Employer Name: \_\_\_\_\_

Payroll/Manager Name \_\_\_\_\_

Phone Number \_\_\_\_\_



Please give us names of **three other individuals not living with you** who we can contact in the event we are unable to reach you:



Name	
Name	
Address	
Address	
Home Phone	
Home Phone	
Mobile	
Mobile	
Relationship	
Relationship	

Name	
Address	
Home Phone	
Mobile	
Relationship	

**Please give us name and contact number of your employer**

Employer Name: \_\_\_\_\_

Payroll/Manager Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Name of account to be debited:
--------------------------------

**AUTHORITY TO ACCEPT DIRECT DEBITS**

(Not to operate as an assignment or an agreement)

Account details:																					
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 50%;"></td><td style="width: 50%;"></td></tr> </table> Bank			<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> </table> Branch number					<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr> </table> Account number									<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> </table> Suffix				

To the Manager: please print full postal address clearly

Bank	
Branch	
Address	

**AUTHORISATION CODE**

0	2	2	0	2	8	1
---	---	---	---	---	---	---

Date: \_\_\_\_\_

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which

**Dorchester Finance Limited – Loan Deposit**  
 (hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

Frequency:  Weekly  
 Fortnightly  
 Monthly

Start Date: \_\_\_\_\_

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

Payer Particulars	Payer Code	Payer Reference																														
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr> </table>										

Name of Account

\_\_\_\_\_

Authorised Signature(s)

\_\_\_\_\_

<table border="1" style="width: 100%; height: 80px;"> <tr><td style="text-align: center;">Approved</td></tr> <tr><td style="text-align: center;">_____</td></tr> <tr><td style="text-align: center;">_____</td></tr> </table>	Approved	_____	_____	<p>For Bank Use Only</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 33%;">Date</td> <td style="width: 33%;">Recorded by:</td> <td style="width: 33%;">Checked by:</td> </tr> </table> <p>Original – Retain at Branch</p> <p>Copy – Forward to Initiator if requested</p>	Date	Recorded by:	Checked by:	<table border="1" style="width: 100%; height: 80px;"> <tr><td style="text-align: center;">BANK STAMP</td></tr> </table>	BANK STAMP
Approved									
_____									
_____									
Date	Recorded by:	Checked by:							
BANK STAMP									

**CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

The Initiator:

- ) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS to communicate electronically)). Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing the amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of at least 30 days before the changes comes into effect. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (by electronic means including SMS to communicate electronically)).

- ) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

The Customer may:-

- ) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by means agreed by the customer, Bank and Initiator.
- ) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- ) Where a variation to the amount agreed between the Initiator and the customer from time to time to be Direct Debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

The Customer acknowledges that:-

- ) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- ) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- ) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
- ) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-
  - the accuracy of information about Direct Debits on Bank statements; and
  - any variations between notices given by the Initiator and the amounts of Direct Debits.
- ) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

The Bank may:-

- ) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- ) At any time terminate this authority as to future payments by notice in writing to me/us.
- ) Charge its current fees for this service in force from time-to-time.