

## 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 a security over that 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 the 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 control;
  - (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

finances, 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 week day and at any other time the Property is being used, on reasonable notice.
- 4.2 You agree to keep the Property fully insured throughout the term of the agreement for loss or damage by accident, fire, theft (and in the case of a motor vehicle, liability to third parties for bodily injury, death or damage to property) and any other risk 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 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 about your financial position as we may reasonably 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 and take possession of 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

### 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 hard copy 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 assigns.

**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.

## FEES AND CHARGES

**Loan Establishment Fee \$200:** This is a fee for receiving and processing the loan applications together with acceptance and establishment of the loan 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 lodgement	\$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 instalment 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.

**Modification 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).

**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.

**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.

**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.

**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.