



Contract Number: #####

Agreement Date: ## ####, ####

RESPONSIBLE LENDING

You are protected by responsible lending laws. Because of these protections, the recommendations given to you by us, the lender about this consumer loan are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

The Credit Contracts and Consumer Finance Act 2003 requires a lender to exercise the care, diligence, and skill of a responsible lender at all times so as to be satisfied that a loan provided will meet the borrowers and guarantors requirements and objectives, and that they will be able to make payments under the loan without suffering substantial hardship.

Instant Finance Limited is a responsible lender and provides loans that the customer can understand and afford. We have made inquiry and relied upon information provided by you about your personal circumstances, employment, income and expenditure. Based on this, we have approved a loan on the terms and conditions detailed in this document.

Before entering into this Agreement you should make sure that you have made us aware of everything relevant to the loan, the security and your circumstances, and seek information on anything you do not understand or are concerned about.

AGREEMENT

Referred to throughout this document as the "Agreement", this document comprises a series of parts which when signed will together form the entire Consumer Credit Contract between you and us. The parts are as follows:

- 1. Consumer Credit Contract:** This is a summary of the terms of the loan not otherwise recorded in the Disclosure Statement or General Terms
- 2. Disclosure Statement:** This is the Initial Disclosure of all of the terms of the loan that are required to be disclosed to you under Section 17 of the Credit Contracts and Consumer Finance Act 2003 before you enter into the loan.
- 3. General Terms:** These are all of the general terms of the loan. They set out the things that you must do during the loan term and give us power to act if you do not meet your obligations.
- 4. Direct Debit:** If you intend to make the payments required under the loan by Direct Debit and have not provided a current Direct Debit Authority you will need to complete this form.

CUSTOMER DETAILS

#Name#	#Address#	#Email#
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GUARANTOR DETAILS

#Name#	#Address#	#Email#
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ELECTRONIC DISCLOSURE

I/ We (the Customer and Guarantor) each consent to you sending notices or other communications (as set out in clause 7h of the General Terms) to my / our email address specified above or such other email address as I / we may advise you in writing.

PAYMENT PROTECTION INSURANCE

The following persons have (except where Payment Protection Insurance is a pre-condition of loan approval) decided of their own free will to take Protecta Payment Protection Insurance of the type noted and explained to them and acknowledge that-

- They have been advised of their right (whether or not insurance is a pre-condition) and given the opportunity to provide similar cover through an alternative insurer of their choice satisfactory to Instant Finance and that;
- The choice of both the insurance and the insurer was entirely theirs.

Cover is provided for the duration of the loan or up to age 70, whichever occurs first. Please refer to the separate Declaration and Certificate of Insurance and the Payment Protection Plan insurance booklet provided to you for full details of the policy conditions. Any party to this Consumer Credit Contract but not listed below acknowledges that they have elected to either not take Protecta Payment Protection Insurance or have arranged alternative cover.

<u>Name of Customer Covered by Insurance</u>	<u>Type of Cover</u>	<u>Initials</u>
#####	#####	
#####	#####	

SIGNED BY THE CUSTOMER(S) and/or GUARANTOR(S)

In signing you acknowledge and agree this Agreement comprises the parts which are described at "**Agreement**" above and that a copy of the entire Agreement was disclosed to you before you signed it. If more than one Customer or Guarantor has to sign this Agreement, then it may be signed by each Customer (and/or or Guarantor) on a separate copy (or a signed electronic copy) of this Agreement and each separate (or electronic) copy will be valid and binding on you as if each Customer (and/or or Guarantor) had signed the same original copy of the Agreement).

<p>SIGNATURE OF CUSTOMER(S) and/or GUARANTOR(S):</p> 	<p>Witness Name: Address: Occupation: Signature: Dated:</p>
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IMPORTANT – This document sets out key information about your Agreement. You should read it thoroughly. **If you do not understand anything in this document you should seek independent advice.** You should keep your copy of this Agreement in a safe place. The law gives you a limited right to cancel the Agreement (see below for further details). **Note that strict time limits apply.**

A: FULL NAME AND ADDRESS OF CREDITOR. This is the person providing you the credit.

You may send notices to us by writing to us at our postal address or sending a fax to the number specified (if any) or by sending an email to the address specified (if any)

Name of creditor: **INSTANT FINANCE LIMITED**

Address of creditor: #####

Fax: ## ## ##

Email: #####@##.##.##

Notices may also be delivered to our registered office at Level 1 Building B, 600 Great South Road, Greenlane, Auckland.

B: CREDIT DETAILS

The total amount of advances to be made to you is made up of:

Advances

###.##

###.##

New Loan Amount ###.##

Refinanced Amount (if any) ###.##

Credit Fees and/or Charges

Establishment Fee ###.##

Security Registration Fee ###.##

Charges for Optional Services

Payment Protection Insurance ###.##

TOTAL ADVANCE: #,###.##

(This is/will be the initial unpaid balance – the amount you owe as at the date of this statement (including any fees charged by us)

There are no subsequent advances to be made to you or on your behalf under this Agreement.

The advance is to be made on: ## #####, ####

C: INTEREST

Annual Interest Rate:

The annual interest rate fixed for the whole term of this Agreement is ##.##%. The term of this Agreement is: #####

Total Interest Charges:

The total amount of interest charges payable under this Agreement is: #,###.##

Method of charging interest

Interest charges are calculated by multiplying the balance not yet due at the beginning of a Payment Period by the Period Interest Rate. The Payment Period for your contract is . The first Payment Period may vary, in which case that Period Interest Rate is calculated by dividing the annual interest rate by 365 and multiplying by the number of days in that Payment Period. The Payment Periods on your loan are otherwise

WEEKLY, with the Period Interest Rate being calculated by dividing the annual interest rate by 52.#

FORTNIGHTLY, the Period Interest Rate being calculated by dividing the annual interest rate by 26.#

MONTHLY, the Period Interest Rate being calculated by dividing the annual interest rate by 12.#

Interest charges are debited to your account at the time each payment is due as set out under **F: PAYMENT DETAILS** below.

Start Date:

Interest will be charged from the date of advance, which is as noted in **B: CREDIT DETAILS** above.

D: CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) which are not included in the initial unpaid balance are, or may become, payable under this Agreement.

An Administration Fee of is payable per payment due for on-going maintenance of your advance. The total Administration Fee payable in the event that the loan is not prepaid early is . This is included in **E: TOTAL AMOUNT REPAYABLE** below.

On Full Prepayment you will not be charged the portion of the Administration Fee payable from the date of Full Prepayment to the Last Payment Date.

Note: The Administration Fee is in addition to the administrative cost referred to at **H: FULL PREPAYMENT** below.

Credit Fees and Charges (which are not included in the Total Advance) are, or may become payable under, or in connection with, this Agreement include: Dishonour fee of **\$5.00** if any payment you make to us is dishonoured.

Variation fee of **\$50.00** if we agree to vary the Agreement in any way.

Note: Some fees may be varied by us during the term of your advance: see clause 5 (a) of the General Terms that are attached.

E: TOTAL AMOUNT REPAYABLE

The total amount repayable under this contract if you make all of the repayments on the due date and incur no Credit Fees or Charges other than the Administration Fee is set out below.

Total Advance as shown in **B: CREDIT DETAILS** above ###.##

Interest Charges as shown in **C: INTEREST** above ###.##

Administration Fee as shown in **D: CREDIT FEES AND CHARGES** above ###.##

Total Amount Repayable #,###.##

The Total Amount Repayable is to be repaid by instalments as set out in **F: PAYMENT DETAILS**.

In the event that you prepay the loan in full in terms of **H: FULL PREPAYMENT** the Interest and Administration Fee components of the Total Amount Repayable will be rebated for the amounts not due at the time of full prepayment.



F: PAYMENT DETAILS

You must pay the Total Amount Repayable to us by consecutive payments before the end of the day they are due, of the amount and in the manner set out below.

If, in a particular month, there is no such date which corresponds to the date you are to make your first payment (shown below), you must make that payment before the end of the day on the last day of that month. You must make all payments at our address set out above, or at any one of our branch locations as detailed at www.instantfinance.co.nz, or, if we require, by direct debit or automatic payment to the bank account we specify to you from time to time or as we otherwise agree.

The Total Amount of Payments equals the Total Amount Repayable.

Timing of payments

		Number of Payments:	Amount of each Payment:	Total Amount of Payments
Payment Period:	#####			
First Payment Date:	## #####, ##	###	###.##	#,###.##
Last Payment Date:	## #####, ##	#	###.##	###.##

G: WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Details:

#####

Security Interest(s):

Upon entering into this Agreement we will have a security interest in the Goods and/or Personal Property and/or the Land (as listed in Security Details above) to secure performance of your obligations and the payment of money payable under this Agreement and any other agreement you have or may in future enter into with us.

If you fail to meet your commitments under any of those agreements, by -

- i) not meeting **Your Responsibilities** as set out in section 2 of the General Terms of the Agreement, for example by:
 - a) not making payments when they are due; and/or
 - b) not insuring the Goods and/or Personal Property and/or the Land),
- ii) doing any of **What You Must Not Do** as set out in section 4 of the General Terms of the Agreement, for example by:
 - a) selling, disposing, or otherwise parting with possession of the Goods and /or Personal Property and/or the Land; and/or
 - b) allowing anything that would have an adverse affect to occur to the Goods and /or Personal Property and/or the Land.
- iii) or if anything else as listed in **When would you be in default** as set out in section 6 of the General Terms of the Agreement occurs, for example:
 - a) what you have told us, or tell us, or any information you have given us is false or misleading; and/or
 - b) the Goods and /or Personal Property are at risk; and/or
 - c) you go into liquidation, bankruptcy or a receiver is appointed in respect of you or any of your assets; and/or
 - d) you grant anyone else a security interest in the Goods and /or Personal Property.

then **we may be entitled to repossess and sell** the Goods and Personal Property and exercise our rights in relation to the Land, **AND** we may be entitled to **list a default against you** with a credit reporting agency.

IF AFTER SELLING THE SECURITY, there remains a balance outstanding under this (or any other) Agreement with us, then **you will remain liable to pay that balance** to us.

Those things also apply to any Guarantor who has granted us a security interest.

Default interest charges and default fees:

If you default in payment, then while the default continues you must pay the default interest charges explained below. If you breach of this Agreement or if we have to enforce this Agreement, the default fees specified below are also payable.

The default interest rate is **##.##%** per annum. This is charged on any amount owing which is overdue from the time you fail to make due payment until the overdue amount is paid. The default fees are for a:

Reminder letter: **\$8** for each payment reminder letter. Default notice: **\$45** for each demand or enforcement notice.
Warning letter: **\$12** for each warning letter. Field visit: **\$160** for each visit to you by us regarding a default.

The default fees and charges which we may incur if we engage third parties as a result of any breach of this Agreement or if we enforce this Agreement. Such fees and charges could include debt collection and repossession fees.

Note: Some fees may be varied by us during the term of your advance: see clause 5 (a) of the General Terms that are attached.

H: FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due ("full prepayment"), you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment.

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

You may also have to pay our administrative costs of **\$25.00** for processing the full prepayment.



Initials

I: RIGHT TO CANCEL

You are entitled to cancel this Agreement by giving notice to the creditor.

Time limits for cancellation

You must give notice that you intend to cancel within 5 working days of the statement date on the front of this Agreement. 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 this Agreement by giving notice to us at one of the addresses listed above. You may do this by bringing your cancellation notice to one of our branches and handing it to one of our staff, or by

- Posting, or
- Emailing, or
- Faxing

it to us at any of our addresses shown under "A" in the Disclosure Statement section above.

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

What you may have to pay if you cancel

If you cancel this Agreement, the creditor can charge you:

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

J: CONTINUING DISCLOSURE

The creditor is required to provide you with regular statements. The statements will give you information about your account. Statements will be provided 6 monthly.

K: WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the creditor for a hardship variation in respect of this Agreement.

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 term of this Agreement (which will reduce the amount of each payment due under this Agreement); or
 - A postponement of the dates on which payments are due under this Agreement (specify the period for which you want this is to apply); or
 - Both of the above; and
- d. Give the application to the creditor.

Do this as soon as possible. If you leave it for too long, the creditor may not have to consider your application

L: DISPUTE RESOLUTION

What should you do if something goes wrong?

If you have a problem, concern, or complaint about any part of Instant Finance's service in respect of this Agreement, please tell the Instant Finance staff member you are dealing with or their Manager and we will try to fix the problem.

If this does not solve the problem, you may initiate Instant Finance's internal complaints policy by writing to:

The Complaints Team	
Instant Finance Limited	
PO Box 11427	Telephone: 09 525 3600
Ellerslie	Fax: 09 525 3366
Auckland 1542	Email address: Complaints@if.co.nz

Instant Finance's internal complaints policy sets out time frames for a response to your complaint, who will respond and how your complaint will be handled. For a more detailed explanation please contact the Complaints Team noted above. If we cannot agree on how to fix the issue, you can contact:

The Insurance & Financial Services Ombudsman Scheme Inc. (IFSO Scheme)	
PO Box 10-845	Telephone: 0800 888 202
Wellington 6143	Fax: 04 499 7614
Email address: info@ifso.nz	Web Site: www.ifso.nz

This service will cost you nothing and will help us resolve any disagreements.

M: REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor Registration Name: INSTANT FINANCE LIMITED	Registration Number: 20381
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N: DIRECT DEBIT



Initials

OPERATIVE PROVISIONS

- You agree that this Agreement comprises the Consumer Credit Contract, the Disclosure Statement and these General Terms.
- We agree to lend you and you agree to borrow, the Total Advance referred to in the Disclosure Statement.
- You confirm that where you have given us an unregistered mortgage or an agreement to mortgage (as may be described in the Disclosure Statement) then we may at any time register that mortgage and / or lodge and maintain a caveat against the title to the Land.
- You grant us a security interest in the Goods (if described in the Disclosure Statement) (and all proceeds of the Goods).
- You also grant us a security interest in all Personal Property (if described in the Disclosure Statement) (and proceeds of the Personal Property) you may own now or later.
- Each of the security interests referred to above secures the payment of all money you owe us, and the performance of your obligations, under this Agreement and any other agreement you have or may in future enter into with us.
- You confirm that we may register a financing statement in relation to our security interest in the Goods and the Personal Property (where applicable).
- You warrant that you are the only and legal owner of the Goods, Personal Property and Land (where applicable).
- Where the whole or any part of the Total Advance is to be disbursed to another entity(ies) you authorise us to pay (on your behalf) the whole or part (as the case may be) of the Total Advance (referred to in the Disclosure Statement) to the relevant entity(ies) and in the amount(s) as set out in the Disbursement Schedule attached to the Disclosure Statement.

1. MEANING OF WORDS OR PHRASES

- a. **CCCFA** means the Credit Contracts and Consumer Finance Act 2003;
- b. **Customer** means the customer named in the Disclosure Statement and who is also referred to in this Agreement as "you" and "your";
- c. **Default Fees** means the default fees referred to in the Disclosure Statement;
- d. **Default Rate** means the default interest rate per annum referred to in the Disclosure Statement;
- e. **Disclosure Statement** means the disclosure statement forming part of this Agreement;
- f. **end of the day** means 4pm;
- g. **General Terms** means these general terms;
- h. **Goods** means the goods (if any) and motor vehicles (if any) owned by you if referred to in the Disclosure Statement;
- i. **Guarantor** means each guarantor named in the Disclosure Statement;
- j. **Land** means the land (if any) owned by you referred to in the Disclosure Statement;
- k. **Payment Details** means those details set out under the heading "Payment Details" under the Disclosure Statement;
- l. **Personal Property** means all present and after acquired personal property (if any) owned by you if referred to in the Disclosure Statement (but does not include anything in respect of which section 83ZN of the PPSA prevents us from having a security interest in it);
- m. **PPSA** means Personal Property Securities Act 1999;
- n. **Security Interest** means any security interest, mortgage and/or agreement to mortgage granted by you (or the Guarantor, as the case may be) to us;
- o. **Total Amount of Payments** means the Total Amount of Payments referred to in the Payment Details;
- p. **we /us/our** means Instant Finance Limited;
- q. The expressions **accession, at risk, attach, financing statement, financing change statement, proceeds, security interest** and **verification statement** have the respective meanings given to them under, or in the context of, the PPSA;
- r. The expressions **as soon as practicable, full prepayment, part prepayment, unpaid balance** and **working day** have the respective meanings given to them under, or in the context of, the CCCFA;
- s. Reference to the "Agreement" means the Disclosure Statement and the General Terms; and
- t. References in this Agreement to the Disclosure Statement and General Terms means the Disclosure Statement and General Terms of this Agreement.

2. YOUR RESPONSIBILITIES

- a. **Payments:** you must pay us the Total Amount of Payments at the times and in the amounts in accordance with the specified schedule of payments set out in the Payment Details promptly and without any set off or other deduction of any kind. Where a date for payment falls on a date which is not a working day

then payment is to be made (or is deemed to have been made) on the next working day.

- b. **Insurance:** you must maintain insurance on the Goods, any Personal Property and if applicable any improvements on Land for its full replacement value against all loss, damage and other usual risks with an insurer selected by you but satisfactory to us. You must make sure that the insurance policy notes our interest in those items, and names us as loss payee under that policy.
- c. **Changes:** you must notify us immediately if you change your address or name.
- d. **Laws and Use:** you must comply with all laws and other governmental requirements affecting your possession and use of the Goods.
- e. **Maintain Goods:** you must keep the Goods (and any other item we have a security interest in) in good condition and working order (fair wear and tear excepted) and carry out all maintenance in accordance with any manufacturer's specifications.
- f. **Inspection:** you must allow us to inspect the Goods (and any other item we have a security interest in) at a reasonable time when we ask to.
- g. **Advise us:** you must tell us straight away of anything which may affect the Goods, Personal Property, Land or our Security Interest.

3. YOUR ENTITLEMENTS

- a. You are also entitled to pay out this Agreement early by full prepayment but if you do so you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment and our administrative costs. Our loss will be calculated as referred to in the Disclosure Statement under the heading "Full Prepayment".

4. WHAT YOU MUST NOT DO

You must **not**:

- a. **Sell/dispose:** sell or lease or otherwise dispose of, or permit the disposal of the Goods (and any other item we have a security interest in) or permit any security interest or lien to attach to them other than our Security Interest unless we agree in writing;
- b. **Part with:** part with possession of or move the Goods out of New Zealand;
- c. **Adversely affect:** allow anything to occur which could adversely affect the Goods, Personal Property, Land or our Security Interest.

5. WHAT YOU AGREE WE CAN DO

- a. **Fees and Charges:** We may charge you (subject to any restrictions at law) fees and charges relating to or in connection with this Agreement. These fees and charges would include (without limitation) fees and charges relating to statement requests, variations and enforcement (which may include any third-party fees and charges), the fees and charges referred to in the Disclosure Statement and our administrative cost on full prepayment. We may vary such fees and charges from time to time.
- b. **Part Prepayments:** If you make a part prepayment we may decline to accept the part prepayment. We will decide whether or not to accept the part prepayment as soon as practicable after we receive that payment from you. If we do not accept the part prepayment we will refund it to you as soon as practicable. However, if we decide to accept the part prepayment, that payment will only be applied at the times and in the amounts in accordance with the specified schedule of payments set out in the Payment Details.
- c. **Loss or damage to Goods:** If any loss or damage occurs to the Goods and the insurer does not remedy that loss or damage then we may claim under the relevant insurance policy, receive moneys or make any compromise in our or your name and give effective releases and receipts for the same. We may then:
 - apply such money to remedy the loss or damage; or
 - elect to end this Agreement, in which case such money shall be retained by us to the extent necessary fully to repay all amounts payable under this Agreement.
- d. **Do things you have agreed to do:** If you do not carry out any of your obligations under this Agreement, we may decide to carry out those obligations (at your expense) or do anything else we think is necessary (at your expense) so as to protect our interest under this Agreement and the Goods, Personal Property and Land (as the case may be) and you irrevocably appoint us your attorney to carry out such obligations or do any of those things. You give us



Initials

and our agents the right to enter any premises where the Goods and Personal Property may be located and to also enter (as your agent) any premises you are entitled to enter.

- e. **End this Agreement if you default:** If you are in default under this Agreement, we may do any one or more of the following things:
- ask that you immediately pay to us the unpaid balance and all other amounts that you owe us under this Agreement;
 - charge you interest at the Default Rate which will be calculated on the amount overdue on a daily basis from its due date until it is paid in full (both before and after any judgment);
 - charge you the Default Fees;
 - end our obligations to you under this Agreement;
 - repossess and sell the Goods, Personal Property and Land;
 - exercise any other rights we may have at law and under this Agreement or otherwise.

6. **WHEN WOULD YOU BE IN DEFAULT**

You would be in default if:

- a. You do not make a payment to us when it is due;
- b. You do not comply with anything else you have agreed to under this Agreement or under any other agreement you may have with us;
- c. What you, or a Guarantor, have told or tell us, or any information you or a Guarantor have given us is false or misleading;
- d. The Goods and/or Personal Property are at risk;
- e. You or a Guarantor goes into liquidation or bankruptcy, or a receiver is appointed in respect of you or a Guarantor; or
- f. Anyone else has, or claims, a security interest in the Goods.

7. **OTHER THINGS YOU AGREE TO**

- a. **Indemnify us:** You will indemnify us against all costs, losses and expenses we incur in relation to this Agreement, the Goods, Personal Property and Land our Security Interest and the enforcement of our rights under this Agreement.
- b. **Payment on demand:** We can at any time ask you to pay to us all amounts you owe us under this Agreement on demand except (provided you are not in default under this Agreement) the moneys you owe us under the Payment Details.
- c. **Set off by us:** You acknowledge that we can, at any time without notice, set off any amounts we may owe you against any money you may owe us whether under this Agreement or under any other Agreement you may have with us.
- d. **Rights and powers separate:** We can, but need not, do anything under this Agreement at once or after a time or more than once. We can exercise all other rights and powers we have under this Agreement or at law. If we do not do something when we are able, that does not mean we are giving up that right or power.
- e. **Statement of amount owing:** A statement from us setting out any amounts which you owe us under this Agreement is conclusive proof that you owe us that amount.
- f. **More than one Customer:** If there is more than one of you named as the Customer, each of you is individually liable for all money owing under this Agreement. This means we can require one of you to pay all money owing under this Agreement by yourself.
- g. **Transfer/Assignment:** You agree and acknowledge that we may, at any time, assign and/or transfer any or all of our rights, title and interest under this Agreement and any Security Interest to any person. If we do this then the person will replace us and have all our rights, title and interest. You agree that we may give such person any information we have relating to you.
- h. **Notices and disclosures:** You agree that any notice or communication to be given by us to you under this Agreement may be given in accordance with sections 185 to 189 of the PPSA and you agree that any information that is required to be disclosed by us to you under the CCCFA must be made in accordance with section 35 of the CCCFA. You agree that we may make disclosure to you electronically.
- i. **PPSA verifications:** You waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement.

- j. **Accessions:** You acknowledge that any accessions which are now or later attached to any Goods or Personal Property will be part of the Goods or Personal Property.
- k. **Commissions:** You agree that we may receive from or pay to dealers, suppliers, insurers or any other person fees, benefits, commissions or anything else.
- l. **Articles left in Goods:** We are not responsible for any goods left in the Goods or Personal Property if the Goods or Personal Property are repossessed by us.
- m. **No Contracting Out:** Nothing in this Agreement is intended to contract out of the Consumer Guarantees Act 1993 or the CCCFA, except in the circumstances and to the extent permitted by those Acts.

Guarantee and Indemnity

The Guarantor ("you"):

- (a) guarantee to us payment of all money owed to us under this Agreement by the Customer (named in the Disclosure Statement) and performance of all the Customer's obligations under the Agreement;
- (b) indemnify us for any loss or damage we may incur if the Customer does not perform any of its obligations under the Agreement or if the Agreement becomes void or unenforceable by us for any reason;
- (c) agree that this guarantee will continue until all money owed to us by the Customer is paid back in full and the Customer fulfils all other obligations under the Agreement;
- (d) warrant that, where you sign this Agreement as an authorised signatory, you have the authority to do so;
- (e) confirm that where you have given us an unregistered mortgage or an agreement to mortgage (as may be described in the Disclosure Statement) then we may lodge and maintain a caveat against the title to the Land.
- (f) grant us a security interest in the Goods (if referred to in the Disclosure Statement) (and all proceeds of the Goods) and owned by you;
- (g) grant us a security interest in all Personal Property (if described in the Disclosure Statement) (and proceeds of the Personal Property) you may own now or later.
- (h) confirm that we may register a financing statement in relation to our security interest in the Goods and the Personal Property (where applicable).
- (i) warrant that you are the only and legal owner of the Goods, Personal Property and Land (where applicable).

You also agree and acknowledge that:

- (j) your liability to us is not affected (and your guarantee to us will continue and is absolute and unconditional in all circumstances even if, for example (with or without you knowing)):
 - any provision in the Agreement is changed;
 - we have not taken any action to recover the moneys from the Customer;
 - the terms of the Agreement are not strictly enforced by us;
- (k) although as between you and the Customer, you may be surety only, as between you and us, you are a principal debtor;
- (l) we may, at any time, assign or transfer our rights and interest under this guarantee and indemnity and any Security Interest to any person. If we do this then the person taking this guarantee and indemnity will replace us and have all our rights and interest. You agree that we may give such person any information we have relating to you;
- (m) where the Guarantor is more than one person, each of you is individually liable under this guarantee and indemnity;
- (n) any notice or communication to be given by us to you under the Agreement or this guarantee and indemnity may be given in accordance with sections 185 to 189 of the PPSA and any information that is required to be disclosed by us to you under the CCCFA must be made in accordance with section 35 of the CCCFA. You agree that we may make disclosure to you electronically.
- (o) clauses 2b, 2c, 2e, 2f, 2g, 4, 5c, 7i, 7j and 7l of the General Terms will apply to you in respect to any security interest you have granted us

