

CREDIT CONTRACT AND DISCLOSURE STATEMENT

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0800 394 346
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Southern Branch

CREDIT CONTRACT and DISCLOSURE STATEMENT

Ms Amelia Sample
19 Marine Parade
Bluff Hill
Napier 4110

Account	L10005
Effective date of Statement	20 December 2021

Account Name: Sample, Amelia Ingrid (Amy)

Account Type: Consumer Credit Loan

IMPORTANT INFORMATION

The Creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this credit contract and disclosure statement in a safe place.

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below for full details of your right to cancel. **Note that strict time limits apply.**

FULL NAME AND ADDRESS OF CREDITOR

This is the person or company providing you the credit.

You may send notices to the creditor by:

- Writing to the creditor at its postal address; or
- Sending a facsimile to the number specified (if any); or
- Sending an email to the address specified (if any).

Name: Finance Ezi Ltd. trading as Ezi Finance
Postal Address: PO Box 7181, Wanganui
Phone: 06 345 7214
Freephone: 0800 394 346
Email: info@ezifinance.co.nz

FULL NAME AND ADDRESS OF DEBTORS

This is the person responsible for making payments to the Creditor.

Borrower	Ms Amelia Ingrid Sample (Amy) 19 Marine Parade Bluff Hill Napier 4110	
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CREDIT DETAILS

Initial unpaid balance

This is the amount you owe at the date of this statement (including any fees charged by the Creditor).

\$3,203.40 made up of:

Loan Advance	\$3,000.00
plus	
Establishment Fee	\$195.00
Credit Check	\$6.90
E-Signing Fee	\$1.50

Subsequent advance(s)

There are no subsequent Advances.

Total Advances

This is the total amount of all advances made or to be made to you.

\$3,195.00

PAYMENTS

You are required to make each payment in the amount specified **and on the date** specified.

104 Payments due Weekly.

First Regular Payment of \$38.32 on 27 December 2021.

Final Regular Payment of \$38.30 on 18 December 2023.

Total amount of Payments

\$3,985.26

Method of Payment

Payments to be made by Direct Debit.

INTEREST

Interest Rate

16.95% fixed for the whole term of the contract being 104 weeks and thereafter until the balance is fully repaid.

Daily Interest Rate: 0.046438356164%

Total Interest charges

This is the total amount of the interest charges payable under the contract.

\$573.86

Method of charging Interest

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account every end of month.

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, or in connection with, the contract.

Your credit contract may allow the Creditor to vary this/these fee(s) and charge(s).

Account Maintenance Fee; \$2.00 charged weekly.

Withdrawal Fee; \$10.00 per additional advance made to you.

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

CONTINUING DISCLOSURE

The Creditor may be required to provide you with regular statements. The statements will give you information about your account.

Statement frequency: Quarterly (end of every third Month)

NOTICE TO CUSTOMER.

To help the government fight the funding of terrorism and money laundering activities, law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a loan.

What this means for you: When you open a loan, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Interest(s)

This is secured credit. If you fail to meet your commitments under the contract the creditor may be entitled to repossess and sell this property. The creditor has an interest in the Secured Property to secure your performance of your obligations under this contract, or the payment of money payable under this contract, or both. If you fail to meet your any of your commitments under this contract, then the Creditor may be entitled to repossess and sell the Secured Property. The Creditor will be entitled to the Secured Property to the extent of the Unpaid Balance owed by you at any time.

Description of Security interest:

The property which is (or will be) subject to a security interest (the "Secured Property").

Motor Vehicle

Registration:	SS7124
VIN:	7A8C10H0794109760
Chassis:	BFSP-109760
Make and Model:	Mazda Familia
Colour:	Red
Year:	1987

Together with all parts, accessories, equipment, fuel, which are now or in the future contained in or added to the Secured Property.

The parties confirm all of the Secured Property is consumer goods.

- 1** The Principal Debtor grants a security interest in the Secured Property (as defined above), whether legally or beneficially owned, in favour of the Creditor for payment of any sum remaining unpaid under this contract (the "Unpaid Balance") and for the performance by the Principal Debtor of its obligations under this contract.
- 2** If the Creditor sold or provided value to the Creditor to acquire rights in the Secured Property, the parties acknowledge that the security interest is a Purchase Money Security Interest.
- 3** The Principal Debtor agrees that, until it has repaid the Unpaid Balance in full to the Creditor, the Principal Debtor will at all times ensure that:
 - a.** The Secured Property can be readily identified and distinguished; and
 - b.** The Secured Property will be protected from any loss or damage and kept in good order and repair and will not be removed from New Zealand; and
 - c.** The Secured Property will be available for inspection by the Creditor or its agents at any time;
 - d.** The Secured Property will be housed generally at the Principal Debtors address; and
 - e.** The Principal Debtor will not do anything or allow anything to happen which may impair or undermine the Creditors interest in the Secured Property; and
 - f.** The Secured Property will be kept insured to its full insurable value with a reputable insurer reasonably approved by the Creditor; and
 - g.** The Secured Property will not be used for any purpose contrary to the terms of any policy insurance and/or for any illegal purpose; and
 - h.** No other security interest or lien will be granted over the Secured Property nor will the Principal Debtor dispose of the Secured Property by way of sale, gift, lease, or in any other way whatsoever.
- 4** Upon the Creditors request, the Principal Debtor will provide the Creditor all reasonable assistance and relevant information to enable the Creditor to register a Financing Statement or Financing Change Statement and generally to obtain, maintain, register, and enforce the Creditors security interest in respect of the Secured Property, in accordance with the Personal Property Securities Act 1999 (the PPSA).

- 5** If at any time the Principal Debtor fails in any of its obligations under any part of its agreements with the Creditor, the Creditor may (without notice to the Principal Debtor, and without prejudice to any other rights, powers, remedies or authorities it may have under this contract or otherwise at law):
- a.** enter upon and take and keep possession of the Secured Property or any part thereof;
 - b.** notwithstanding any previous neglect or waiver, exercise any rights, powers, remedies and authorities conferred upon mortgagees at law, and in particular without limitation, may buy in and resell or otherwise dispose of the Secured Property or any part thereof whether by private contract, public auction or tender or otherwise as it thinks fit in its sole discretion, and the Creditor shall not be liable for any loss incurred thereby;
 - c.** employ persons to facilitate the exercise of its rights, powers, remedies and authorities and utilise revenue derived from the sale of the Secured Property to pay expenses and discharge liabilities which it, or its agents or employees, officers or assigns may incur in connection with such exercise;
 - d.** generally, execute all necessary documents and instruments and exercise all rights and powers of the Principal Debtor in respect of the Secured Property to recover the Unpaid Balance; and
 - e.** exercise all of the powers, rights and remedies given a secured party by PPSA or by law, as supplemented and/or modified by this Deed.
- 6** To the extent permitted by law, the Principal Debtor:
- a.** Waives any notice or lapse of time required by any law before the Creditor enforces this agreement or any security interest or before it appoints agent to exercise any rights, powers, remedies or authorities conferred by this contract or the PPSA;
 - b.** Agrees, subject to any mandatory provision of the PPSA requiring notice to persons that are not the Principal Debtor, the Creditor is not required to give notice to any person before any such enforcement or exercise; and
 - c.** Agrees that any other law requiring the giving of notice of the compliance with a procedure or the lapse of time before enforcement or exercise by the Creditor, is excluded to the extent possible.

Default interest charges and default fees

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

Default interest is charged from the time you fail to make a due payment until the arrears are paid.

Default interest charges are calculated by multiplying the amount in arrears at the end of the day by a daily default interest rate. The daily Default Interest rate is calculated by dividing the annual Default Interest rate by 365. Interest is charged to your Account every end of month.

Annual Default Interest rate is 5%.rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Default interest is charged to your account weekly or until the arrears are paid.

Annual Default Interest rate is 5% over and above the annual interest rate.

Default fees

\$3.00 Default fee per missed payment

\$10.00 Email advice of default

\$15.00 Letter advice of default

\$45.00 Home visit advice of default (plus actual mileage if further than 5 kilometres)

Reimbursement of actual and reasonable costs and disbursements paid to any repossession agent, collection agency or lawyer in the enforcement or attempted enforcement of the unpaid balance.

FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you will not be required to pay an early settlement fee.

COMPLAINTS

If you are not satisfied with the service you have received from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone, by mail or in writing.

We are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited ("FSCL") and approved by the Ministry of Consumer Affairs, We have 40 days to respond to your complaint. If you are not satisfied by our response, you may refer the matter to FSCL by emailing info@fscl.org.nz or calling FSCL on 0800 347 257. Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz.

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the creditor.

RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the Creditor.

Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 9 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel, you must give the Creditor written notice that you intend to cancel the contract by:

- Giving notice to the Creditor or an employee or agent of the Creditor; or
- Posting the notice to the Creditor or an agent of the Creditor; or
- Emailing the notice to the Creditor's email address (if specified on the front of this disclosure statement); or
- Sending the notice to the Creditor's fax number (if specified on the front of this disclosure statement).

You must also pay the cash price of the property or services (or the balance of the cash price after deducting any amount you have already paid) within 15 working days of the day you give the cancellation notice.

What you may have to pay if you cancel

If you cancel the contract, the Creditor can charge you the amount of any reasonable expenses the Creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.).

If you cancel the contract, the Creditor can also charge you interest for the period from the day you received the advance until the day you repay the advance.

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.

To apply for a hardship variation, you need to:

- Make an application in writing; and
- Explain your reason(s) for the application; and
- Request one of the following:
 - An extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - A postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
 - Both of the above; and
- 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.

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Financial Service Provider Register details:

Credit Registration Name: Finance Ezi Limited

Registration Number: FSP16282

DEBTOR'S SIGNATURE

Signed as Borrower	Witness Signature
Ms Amelia Ingrid Sample (Amy) 19 Marine Parade Bluff Hill Napier 4110	Witness Name and Address

TERMS AND CONDITIONS OF CONTRACT

1. The Creditor agrees to advance the amount of the initial unpaid balance.
2. The Principal Debtor acknowledges indebtedness to the Creditor and covenants to pay the unpaid balance, interest and charges as set out in the Disclosure Statement above and upon the terms and conditions following.
- 3.1 In consideration of the Creditor entering into the loan contract at the Guarantor's request the Guarantor:
 - a) **GUARANTEES** the performance by the Principal Debtor of all of the covenants, conditions and terms contained or implied by law in the loan contract, and
 - b) **INDEMNIFIES** the Creditor against all losses and expenses which the creditor may suffer or incur in consequence of any default by the Principal Debtor in performing the covenants, conditions and terms contained or implied by law in the loan contract.
- 3.2 The liability of the Guarantor as a Guarantor or an indemnifier shall not be prejudiced or affected by any release, delay or other indulgence given by the Creditor to the Principal Debtor or any other thing whether or not that would have released the Guarantor from liability had the Guarantor been surety only.
- 3.3 As between the Guarantor and the Creditor the Guarantor may for all purposes be treated as a Debtor under the loan contract and the Creditor shall be under no obligation to take any step to enforce the loan contract against the Principal Debtor before taking any step to enforce the loan contract against the Guarantor.
4. If more than one person is named as a Principal Debtor or Guarantor then unless the context otherwise requires each reference to the Debtor will be a reference to each named person separately as well as to all such persons together. Each of such persons is jointly and severally liable for all obligations under this Agreement and any document arising under this Agreement that creates a security interest.
- 5.1 The Debtor shall make all payments under the specified schedule of payments by Automatic Payment Authority, which Authority and any variation or change shall be prepared by or produced for approval and copying to the Creditor before lodging with the Debtor's bank.
- 5.2 All other payments shall be by bank transaction by 10pm on any business day. Any payment made outside of those hours, will be treated as made on the following business day.
- 5.3 A day ends for purpose of calculation of interest or a default in payment
 - a) in the case of payment made by electronic transfer at the completion of bank processing for that day's banking business

- 5.4** Time shall be of the essence for the Debtor's obligations.
- 6.1** The Creditor may decline to accept a part prepayment that is less than \$500.
- 6.2** Any payment (except a full prepayment) that is accepted by the Creditor may be credited in accordance with the specified schedule of payments.
- 7.** The Creditor may change the amount, method of calculation, frequency and/or time for payment of any interest rate, default interest rate, fee, or charge payable under this contract by giving notice to the Debtor(s) and any Guarantors in accordance with sections 23 and 26 of the Credit Contracts and Consumer Finance Act 2003. The change shall take effect from a date specified in that notice.
- 8.** The unpaid balance hereunder shall immediately become due and payable notwithstanding that the time for payment under any specified schedule of payments may not have arrived on the happening of any of the following:
- a) If the Debtor or any Guarantor shall die become insolvent or commit an act of bankruptcy.
 - b) If the Creditor ascertains that the Debtor or any Guarantor has made a false statement in making application for the loan or in any change of the terms of this contract.
 - c) Any breach by the Debtor or any Guarantor of the terms of this contract.
- 9.** The Guarantor certifies and acknowledges that the Guarantor has received a copy of this document, which sets out all of the terms of the contract between the parties other than those implied by law.
- 10.** The Debtor certifies and acknowledges that the Debtor has received a copy of this document, which sets out all of the terms of the contract between the parties other than those implied by law

Ref: LCFTE