

Ufinance Ltd  
 141 Boundary Road  
 Papakura  
 Sth Auckland 2110  
 0800 864 824

**CREDIT CONTRACT  
 and  
 DISCLOSURE STATEMENT**

Mr Joe Bloggs  
 Rusty Brook Road  
 Wellington

Loan Number	L1234
Effective date of Statement	26 March 2018

Account Name	Bloggs, Joe	
Account Type	Loan for Transportable	Transportable Cabin CK#

**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.

This disclosure statement must be provided to you before you enter into a contract.

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: <ul style="list-style-type: none"> <li>• Writing to the creditor at its postal address; or</li> <li>• Sending a fax to the number specified (if any);</li> </ul> or <ul style="list-style-type: none"> <li>• Sending an email to the address specified (if any).</li> </ul>	<b>Name:</b>	<b>Ufinance Ltd</b>
	<b>Physical Address:</b>	<b>141 Boundary Road Papakura Sth Auckland 2110</b>
	<b>Postal Address:</b>	<b>141 Boundary Road Papakura Sth Auckland 2110</b>
	<b>Fax:</b>	
	<b>Email:</b>	<b>admin@ufinance.co.nz</b>

**FULL NAME AND PHYSICAL ADDRESS OF DEBTORS**

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

<b>Debtor</b>	Mr Joe Bloggs Rusty Brook Road Wellington	
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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).			
\$	made up of:	Cash Price	\$
		Doc/Set up fee	\$250.00
		PPRS & Credit Check fees	\$26.00
		Less	
		Cash Deposit	\$

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.  
\$

## TERM OF LOAN

You are required to make each payment in the amount specified and at the time specified.

517 weekly payments  
516 weekly payments of \$ beginning on 2/04/2018  
Final payment of \$ on 21/02/2028

Total amount of payments  
\$

Method of Payment: ASB Ufinance Limited **12-3237-0045403-00**  
Payment to be made by Automatic Payment.

## INTEREST

Annual interest rate:  
18.0000% fixed for the whole of the contract, being Weeks.  
Monthly interest rate: 1.33333333333333%

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

Method of charging interest  
Interest charges are calculated and charged at the end of each month by multiplying the average unpaid daily balance for the preceding month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12.

## 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).  
Administration Fee; \$10.00; Every End of Month.  
Withdrawal Fee; \$75.00 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.

Statements will be provided at the end of every sixth month.

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

### Security interest(s)

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.** The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

### Security:

Transportable  
Cabin

## Disclosure to Credit Agencies

The Creditor may disclose information about any default by you to credit reference agencies. This may affect your ability to obtain credit from other businesses.

### 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.

## CREDIT FEES

### LOAN ESTABLISHMENT FEE \$500

### REGISTRATION FEES – The actual charges incurred of the registration of

PPSR Registration (Manual) \$26.00 {Financing Statement completed through PPSR Website and credit check (or renewals).}

### ADMINISTRATION FEE – A Contribution towards the costs of going maintenance/processing of a loan

Administration Fee \$10.00 {A charge per end of the month included in the instalments required to repay the loan.}

### VARIATION FEE- A Contribution towards the costs of assessing and undertaking formal contract variation.

Variation Fee \$85.00 {Where an existing loan's terms are changed, e.g. security, parties, repayment requirements or loan advance.}

### FULL PREPAYMENT FEE – A Contribution towards the costs associated with full early prepayment of loans

Administration Costs Charge \$150.00 {Where you repay a loan in full before the final payment is due.}

Prepayment (Charge As Calculated) Compensation for any loss we may incur calculated under the formula prescribed in regulations.

### DEFAULT FEES:

Default fee \$10.00 {Charged each month that loan is in default}

Arrears Letter \$15.00<sup>2</sup> {Where your loan is overdue through missed payment(s)}

Unpaid Item letter \$15.00<sup>2</sup> {Letter issued advising that a payment made by you has been reversed by your bank.}

Default notification \$8.00<sup>2</sup> {Phone/text /Facebook message or email advising of missed payment}

Centrix lodgement \$15.00 {Notifying Centrix of your account default}

### **AGENT CALLS – A Contribution towards the costs associated with a physical visit due to default**

Field Visit – Unit2go \$85.00 plus \$1.50per km return to base {Where we have an employee visit you regarding a default payment.}

Field Visit – Third Party Agent As Invoiced to us {Where we have a contracted third party agent visit you regarding a default payment.}

### **REPOSSESSION/SURRENDER OF UNIT CHARGES – A Contribution towards the costs associated with repossession action**

Pre-possession Warning Notice \$50.00<sup>2</sup> {Statutory Notice formally advising of our intention to repossess.}

Repossession Authority letter \$50 {Where we issue an authority to repossess.}

Post Repossession Notice \$45.00<sup>2</sup> {Statutory Notice confirming the repossession.}

Storage Repossessed Goods \$25.00 per day {Where repossessed goods are stored at Unit2go's storage locations.}

Uplift Fee \$680.00 set up fee, plus \$3.90 per KM return to base {When unit is uplifted, crane/hiab is extra on top of these charges}

Re-sale of unit fee \$1950.00

Cleaning Fee \$250 {Where unit is deemed to have been returned in an unclean state}

Meth test \$350 {Will be carried out if quick test swab is positive}

Meth decontamination max \$5000 (depends on size of unit and level of contamination){Actual Cost incurred as the result of a positive Meth test}

Repairs/painting/carpet/vinyl (as deemed necessary to bring the unit up to a saleable state) As invoiced from third party.

### **RECOVERY- A Contribution towards the costs associated with other collection or enforcement actions.**

Collection Agents Commission As Invoiced to us {Where a third party debt collection company has been passed the loan to pursue repayment.}

Property Law Act Notice \$45.00 {Statutory Notice issued under the Property Law Act requiring payment or other default to be remedied.}

Other Charges As Invoiced to us {Any other services contracted out to third parties to facilitate collection/repayment of a loan}

#### **NOTES:**

1. These charges vary dependent upon the third party. The fees displayed are the current fee levied by our primary third-party conveyancer.

2. Where a notice is sent to more than one person (eg if there is more than one borrower and/or guarantor) only one fee is charged, not one fee per person.

\*These are the maximum level of fees charged, in some cases fees may be charged at a lower level.

**Current as at 1 January 2018**

## **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 the creditor for any loss resulting from the full prepayment. The creditor may have suffered a loss if the creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the creditor's administrative costs relating to the full prepayment.

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

## 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, within the same time, return to the creditor any advance and any other property received by you under the contract.

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 property or services until the day you either pay the cash price for the property or services or return the property to the creditor; and
- if any returned property has been damaged while in your possession, the costs of repairing the damage.

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:

- (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 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
- (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.

## DISPUTE RESOLUTION

Name of dispute resolution scheme:

**FDSR**

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.

Contact details of dispute resolution scheme:

**Phone:** 0508 337 337  
**Website:** <http://www.fdr.org.nz/>  
**Business Address:** Freepost 231075  
PO Box 2272  
Wellington 6145

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

**Creditor Registration Name:** Ufinance Limited  
**Registration Number:** FSP43603

## DEBTOR'S SIGNATURE

Debtor/s Signature

\_\_\_\_\_

\_\_\_\_\_

Witness signature

\_\_\_\_\_

\_\_\_\_\_

Witness Name

\_\_\_\_\_

Witness Address

## CREDITOR'S SIGNATURE

Signed on behalf of Creditor

\_\_\_\_\_

Signature

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Witness Name

\_\_\_\_\_

Title

\_\_\_\_\_

Witness Address

## TERMS AND CONDITIONS

See attached schedule: Relocatable Unit Agreement