

Unit2Go Ltd
PO Box 43
Whitford
Manukau 2149
0800 864 824

CREDIT CONTRACT and DISCLOSURE STATEMENT

Name:

Address

:

Loan Number	
Effective date of Statement	

Account Name	
Account Type	Loan for Transportable

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 the contract is made.

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">• Writing to the creditor at its postal address; or• Sending a fax to the number specified (if any); or• Sending an email to the address specified (if any).	Name:	Unit2Go Ltd
	Physical Address:	
	Postal Address:	PO Box 43 Whitford Manukau 2149
	Fax:	09 530 9149
	Email:	info@unit2go.co.nz

FULL NAME AND PHYSICAL ADDRESS OF DEBTORS

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

Debtor	Name:	
	Address:	

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 \$ _____

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.

_____ weekly payments
_____ weekly payments of \$ _____ beginning on ____/____/____
Final payment of \$ _____ on ____/____/____

Total amount of payments
\$ _____

Method of Payment
Payments to be mailed or paid to the creditor at the creditor's address.

INTEREST

Annual interest rate:
18.0000% fixed for the whole of the contract, being _____
Weeks.
Monthly interest rate: 1.50000000000000%

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.
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.

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 at the end of each month.

Annual Default Interest rate is 28.0000%.

Default fees:

\$25.00, charged at the end of each month.

Repossession Authority (RA) Letter Fee; \$50.00 fee per letter sent

Pre-Possession Notice (PN) Letter Fee; \$50.00 fee per letter sent

Loan Statement with fee (LSF) Letter Fee; \$25.00 fee per letter sent

Arrears Letter (ARR-L) Letter Fee; \$25.00 fee per letter sent

Arrears Phonecall (ARR-P) Letter Fee; \$15.00 fee per letter sent

Arrears Text/Email/Facebook (ARR-T) Letter Fee; \$5.00 fee per letter sent

Centrix Referral Notice (CENTI) Letter Fee; \$10.00 fee per letter sent

Administration fee: \$10 per month

Manual Bank deposit fee: \$2 per deposit

Missed/Part Payment notification & Arrears notification fees:

- Text \$5
- Phone call \$15
- Letter \$25
- Loan Statement: \$25
- Site visit: \$1.50per km, from office (return trip)

All debt collection charges will be on charged with a 25% admin fee applied

REPOSSESSION / SURRENDER OF UNIT CHARGES:

\$2500 set up fee, plus \$2.50 per km (return to base)

Cleaning \$250

Repairs and Maintenance: on charged with a 25% admin fee applied

Balance due under the agreement less net proceeds of sale. (Net proceeds of sale is sale price less 5% sales fee)

Extra uplifting costs may apply if independent contractor is required, (ie crane hire etc), this will be on charged with a 25% admin fee.

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 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:

- (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:

DisputeResolutionName

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: UNIT2GO LIMITED
Registration Number: FSP43603

DEBTOR'S SIGNATURE

Signed as Debtor

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

DATED: _____

BETWEEN

UNIT 2 GO LIMITED

("the Company")

AND

Name:

("You")

AND

.

("the Guarantor")

RELOCATABLE UNIT AGREEMENT

DS#

_____ **Sleepout**

The above named units do not come with a building permit.



1. General

- 1.1 The Company has agreed to sell You and You have agreed to purchase from the Company, a re-locatable unit ("the Unit") at the purchase price ("the Purchase Price") set out in the annexed Disclosure Statement ("the Disclosure Statement") and on the terms set out in this agreement ("Agreement"). By signing the Disclosure Statement You are deemed to have agreed to the terms of this Agreement.
- 1.2 The Purchase Price shall be payable by You to the Company by way of weekly instalments, such instalments to be in part payment of the Purchase Price.
- 1.3 You shall also pay interest to the Company by way of weekly instalments on the unpaid balance of the Purchase Price at the annual interest rate and in the manner set out in the Disclosure Statement.
- 1.4 The instalments payable under clause 1.2 and the interest payable under clause 1.3 shall be paid by You to the Company in one weekly payment by automatic payment without any deduction whatsoever or if requested by the Company, by direct debit.
- 1.5 The weekly payment amount payable by You to the Company under this clause 1 is set out in the Disclosure Statement, such weekly payment amount to be applied by the Company first in payment of the interest due under clause 1.3 and secondly in payment of the instalments due under clause 1.2.
- 1.6 You shall, in addition to the weekly payment amounts, pay to the Company all fees and charges set out in the Disclosure Statement.
- 1.7 If You fail to make payment of any amount when the same is due, You shall pay interest on the unpaid amount at the annual default interest rate set out in the Disclosure Statement together with the default fees set out in the Disclosure Statement.

2. Possession of Unit

- 2.1 In consideration of You making the payments to the Company under clause 1, the Company agrees to grant possession of the Unit to You commencing on the first weekly payment date and expiring on the final payment date as set out in the Disclosure Statement unless earlier terminated pursuant to clause 16.

3 Ownership of the Unit

- 3.1 Subject to clauses 3.2 and 17, the Company shall retain full title to the Unit notwithstanding:

- (a) delivery of the Unit to You;
- (b) possession and use of the Unit by You; and/or
- (c) any attachment of the Unit to any land or premises pursuant to clause 6 of this Agreement to facilitate the use of the Unit,

subject only to Your rights as a mere bailee of the Unit with a right only to use the Unit in accordance with, and under, this Agreement.

- 3.2 Ownership of the Unit shall immediately pass from the Company to You upon You making payment of the final weekly payment set out in the Disclosure Statement together with making payment of all other monies due and payable under this Agreement.

4 Accession

- 4.1 Any additions or improvements which shall be effected to the Unit and any fittings or accessories which shall be affixed to the Unit shall become part of the Unit for the purposes of this Agreement.

5 Insurance

- 5.1 The Company undertake to You that the Company will insure and keep insured the Unit for its full replacement value until the Purchase Price is paid in full. You acknowledge that the full replacement value of the Unit may be less than the balance of the Purchase Price payable by You at the time of any loss.
- 5.2 If the Company recovers any amount under an insurance policy, such amount shall be applied to either:
 - (a) if the Unit cannot be repaired or the Company elects not to replace the Unit, repayment of the unpaid balance of the Purchase Price (provided that You will remain liable to the Company for any shortfall between the amount recovered by the Company under a policy of insurance and the balance of the Purchase Price); or
 - (b) in all other cases, repair or replacement of the Unit.

- 5.3 You must immediately notify the Company if there is any loss or damage to the Unit for which the Unit may be insured.

6 Affixation to land

- 6.1 You acknowledge that the Unit shall retain its character as a chattel notwithstanding that it is affixed to any land or premises.

6.2 If the land or premises where the Unit is located is not owned by You or the land or premises are or become the subject of a mortgage or charge, You shall, without any request from the Company, obtain the irrevocable written acknowledgement of the owner, mortgagee or chargeholder (as the case may be) that:

- (a) the Unit is not a fixture for the purposes of the land or premises, mortgage or charge;
- (b) the owner of the land or premises, the mortgagee and/or the chargeholder will not make any claim in relation to the Unit; and
- (c) the owner of the land or premises, the mortgagee and/or the chargeholder will permit the Company (whether or not there has been any default in relation to the land or premises or under the mortgage or charge) to enter upon the land or premises and to remove the Unit.

6.3 You shall indemnify the Company against any claims, expenses or losses incurred by the Company as a result of Your failure to obtain the relevant irrevocable written acknowledgements referred to in clause 6.2 or as a result of the respective owner, mortgagee or chargeholder (as the case may be) failing to comply with the irrevocable written acknowledgement which they had previously given.

7 Location of Unit

7.1 The Company shall deliver the Unit to the land or premises as agreed between You and the Company and the Unit shall remain at such land or premises for the duration of the term of this Agreement.

8 Operation and care

8.1 You have inspected the Unit and enter into this Agreement in reliance upon Your own judgement as to the quality of the Unit and the fitness of the Unit for Your purposes.

8.2 You acknowledge that the Company does not guarantee that the Unit is of any particular quality.

8.3 You must at all times keep and maintain the Unit in good and substantial repair (normal wear and tear excepted).

8.4 You shall fully comply with all instructions and recommendations given by the Company concerning the Unit's maintenance and use.

8.5 You shall not make any additions, alterations or changes to the Unit whatsoever without the Company's consent. Any additions, alterations or changes made to the Unit shall belong to the Company.

9 Repair

9.1 If the Unit requires repairs, You shall forthwith notify the Company and shall permit the Company to arrange the repairs. All repairs shall be at Your expense unless such repairs are required within one year of Your possession of the Unit, (Brand New units only) in which case the repairs shall be at the Company's expense provided however that all repairs shall be at Your expense where the same are required due to Your wilful damage or neglect. The Company shall be entitled to possession of the Unit for the purpose of effecting repairs.

9.2 Subject to clause 9.1, You shall forthwith upon demand by the Company pay to the Company all costs and expenses incurred by the Company for repairs.

10 Compliance

10.1 You shall comply with, and shall ensure every occupier of the Unit complies with, the provisions of all statutes and all rules or regulations in force in relation to the Unit or its use.

10.2 You shall, in addition to Your obligations under clause 10.1, comply with the provisions of all statutes and all rules or regulations in force including complying with any land covenants applicable to the land or premises together with the obtaining of all necessary permits and/or consents required from any local or regional authority in relation to the Unit and its placement upon the land or premises.

11 Inspection

11.1 You grant the Company the right, at all reasonable times, upon the Company giving You reasonable notice and without unduly interfering with Your use of the Unit, to:

- (a) enter with its employees, agents and experts upon or into the land or premises where the Unit may be;
- (b) inspect the state of repair of the Unit;
- (c) observe the use of the Unit; and
- (d) do any act, matter or thing which may be required to give proper effect to the terms of this Agreement or to protect the Company's rights in the Unit.

11.2 If in the opinion of the Company an emergency arises, the Company shall not be required to give notice to You as otherwise provided in clause 11.1 for inspection and the prohibition on the Company unduly interfering with Your use of the Unit will not apply.

12 Indemnity

12.1 You shall indemnify the Company against all costs, damages, losses or liabilities which may arise in respect of the Unit, its use or operation by You or by any other party. You shall also indemnify the Company against all costs, damages, losses or liabilities which may arise as a result of Your failure to comply with Your obligations under this Agreement.

12.2 You irrevocably appoint the Company to be Your attorney and to do on Your behalf anything that You ought to do under this Agreement.

13 Personal Property Securities Act

13.1 This Agreement hereby creates a security interest in the Unit in favour of the Company as security for payment of all amounts owing by You to the Company under this Agreement and for the performance by You of all of the Your obligations under this Agreement (hereinafter called "Your Indebtedness and Obligations"). For the purposes of section 36(1)(b) of the Personal Property Securities Act 1999 (hereinafter called "the PPSA"), and to ensure maximum benefit and protection for the Company by virtue of section 36(1)(b)(iii) of the PPSA, You agree to grant to the Company, as security for Your Indebtedness and Obligations, a security interest in the Unit.

13.2 You shall pay on demand the costs of and incidental to the registration of a financing statement relating to the security interest in the Unit as set out in the Disclosure Statement.

13.3 You waive Your right to receive a verification statement confirming registration of a financing statement relating to the said security interest.

13.4 You agree that nothing in sections 114(i)(a), 133 and 134 of the PPSA shall apply to this Agreement or the security interest created herein and waive Your rights under sections 121, 125, 129, 131 and 132 of the PPSA.

13.5 You give Your irrevocable authority to the Company to enter upon any land or premises on which the Unit is situated to remove the Unit in the event of Your default of Your obligations under this Agreement or upon termination of this Agreement by the Company pursuant to clause 16.

14 No dealings with Unit

14.1 You shall not, without the Company's prior written consent, agree, attempt, offer, or purport to sell, assign, sublet, lend, pledge, mortgage, bail, let on hire or otherwise part with or attempt to part with possession of the Unit or otherwise deal with the Unit.

14.2 You shall not, without the Company's prior written consent, suffer any encumbrance, charge or lien of any kind to arise or remain on the Unit or any part of the Unit.

15 Quiet enjoyment

15.1 If You duly and punctually perform all of Your obligations under this Agreement, You may peaceably possess and enjoy the Unit during the term of this Agreement without any interruption or disturbance from the Company or any other person or persons lawfully claiming by, from or under the Company.

16 Termination of Agreement

16.1 The Company may repossess the Unit and terminate this Agreement by 10 working days written notice if the following events (hereinafter called "default events") occur:

- (a) You fail to pay any money payable under this Agreement on the due dates for payment;
- (b) You fail to perform or observe any of the covenants or provisions of this Agreement;
- (c) distress, execution or a warrant to seize is issued against, or a lien is claimed, in respect of the Unit or the Unit is otherwise at risk;
- (d) any Court judgment against You remains unsatisfied for more than seven days;
- (e) if distress is levied against Your property or against the land or premises where the Unit is situated;
- (f) if You have made any fake, inaccurate or misleading statement to the Company with regard to entering into this Agreement;
- (g) if You become insolvent or are made bankrupt or if You make an assignment to or composition with Your creditors, or, if You are a corporate body and a resolution is passed or a petition filed for Your winding up other than for the purpose of reconstruction or amalgamation or if You become subject to the appointment of a receiver.

16.2 Termination of this Agreement by the Company pursuant to clause 16.1 shall not release You from any liability in respect of any breach or non-observance of any of the provisions contained or implied in this Agreement and is without prejudice to the Company's right to claim damages pursuant to clause 16.3 of this Agreement.

16.3 If this Agreement is terminated by the Company pursuant to clause 16.1, the Company may, at any time thereafter, demand immediate payment of all or any of the following:

- (a) all money then due and payable by You under the Agreement;
- (b) the repossession fees and charges as set out in the Disclosure Statement, subject to change at the Company's discretion;
- (c) all costs and expenses incurred by the Company in enforcing its rights powers and remedies under this Agreement; and
- (d) interest on all money payable under this provision from the date of termination to the date of payment at the annual default interest rate set out in the Disclosure Statement.

16.4 If this Agreement is terminated by the Company pursuant to clause 16.1, You immediately forfeit to the Company all monies paid by You under clause 1 of this Agreement.

17 Full Prepayment of Purchase Price

17.1 You may make a full prepayment of the unpaid balance of the Purchase Price at any time during the term of this Agreement upon giving no less than 20 working days notice in writing to the Company. You shall, in addition to making a full prepayment of the unpaid balance of the Purchase Price, pay interest at the annual interest rate set out in the Disclosure Statement on the unpaid balance of the Purchase Price to the date of full prepayment together with all other monies owing to the Company under this Agreement. You shall also pay to the Company the full prepayment fees and charges as set out in the Disclosure Statement, such fees being subject to change at the Company's discretion,

17.2 This Agreement shall terminate upon payment of all amounts referred to in clause 17.1 and ownership of the Unit shall immediately pass from the Company to You for no further consideration.

18 Guarantee

18.1 Each Guarantor:

- (a) guarantees (jointly and severally if more than one) repayment to the Company of all amounts payable by You pursuant to this Agreement, and the performance of all of Your obligations under this Agreement;
- (b) acknowledges that the Company has entered into this Agreement with You, at the request of the Guarantor;
- (c) agrees that if You do not pay any amount, or perform any of Your obligations under this Agreement, the Guarantor will do so on demand;
- (d) agrees that if for any reason any amounts payable by You under this Agreement are not recoverable by the Company, whether as a matter of law or as a matter of fact, the Guarantor will indemnify the Company against any resulting loss, and will pay the amount of any such loss to the Company as a principal debtor and on demand;
- (e) agrees that its obligations as a Guarantor are absolute and unconditional, and will not be released or in any way affected by:
 - (i) this Agreement being unenforceable or otherwise defective;
 - (ii) any variation or release of this Agreement;
 - (iii) any concessions by the Company to You or to any other Guarantor;
 - (iv) the insolvency, bankruptcy or liquidation (as appropriate) of You or any other Guarantor; or
 - (v) any other act, omission, or rule of law which would, were it not for this clause, release a guarantor or indemnifier; and irrevocably waives any rule of law to a different effect;
- (f) acknowledges that the Guarantor is not a "Debtor" for the purposes of the PPSA and, to the extent permissible by law, waives any notices or rights of a Debtor under PPSA to the extent inconsistent with this Agreement; and
- (g) acknowledges that the Guarantor has either had independent legal advice prior to executing this Agreement or, if that has not occurred, that is solely the Guarantor's own choice freely made, and as a result the Guarantor irrevocably waives any rights which the lack of that independent advice might otherwise have given the Guarantor.

19 Exclusions

19.1 No provision, other than those which are mandatory, shall be implied by statute or at common law or otherwise into this Agreement against the Company.

19.2 No representation or express condition or warranty shall be binding upon the Company unless it is in writing and executed by the Company.

19.3 You acknowledge that You have not been induced to enter into this Agreement by any representation made by or on behalf of the Company.

20 Costs

20.1 You shall pay on demand, in addition to all other fees and charges payable by You under this Agreement, a documentation fee as set out in the Disclosure Statement.

21 Collection, Use and Disclosure of Information

21.1 You and each Guarantor authorise the Company to collect such information from third parties, including credit reference agencies, as may be required in connection with this Agreement.

21.2 You and each Guarantor acknowledge that:

- (a) any default by them under this Agreement may be disclosed to credit reference agencies by the Company; and
- (b) under the Privacy Act 1993, You and each Guarantor have the right of access to and correction of their personal information held by the Company.

22 Notices

22.1 All notices under this Agreement shall be provided to the respective party in person or shall be sent to their respective addresses as set out in the Disclosure Statement.