

# Admiral Finance Ltd

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Contract Number
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## Loan and Security Deed of Agreement and Disclosure of Terms and Guarantee

Please read this paragraph This deed of agreement is intended to be written in plain language. To help with that, there is a list of meanings and expressions we use in paragraph 40 of the operative terms.

This deed is made on the day and year shown before the signatures below BETWEEN Admiral Finance Limited ("the lender" or "we") AND the borrowers ("you") described below.

### BACKGROUND

- A The lender has agreed to lend to you the initial unpaid balance and any subsequent advances shown in the disclosure statement below.
- B The borrowers (and any guarantors) who own the collateral (defined in "Meaning" paragraph 40 of the operative terms) have agreed to grant a security interest in that property to the lender and
- C The borrowers (and any guarantors) who own the land to be mortgaged have agreed to grant a mortgage over that land to the lender.

### OBLIGATION

You acknowledge that you owe to the lender the initial unpaid balance set out in the disclosure statement. You promise to pay that amount and make the payments due under this agreement in the manner set out in the disclosure statement and operative terms of this agreement and any variations of them. You also promise to comply with (go along with, keep the rules of) the terms of this agreement.

## Disclosure Statement For Consumer Credit Contracts

Initial disclosure statement under section 17 of Credit Contracts and Consumer Finance Act 2003 for consumer credit contracts other than revolving credit contracts.

Statement date
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**Full Name and Address of Borrower(s)** – see paragraph 5 of the operative terms

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**Full Name and Address of Guarantor(s)** – see paragraph 5 of the operative terms

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**IMPORTANT** 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 disclosure statement and a copy of your credit contract in a safe place.

The law gives you a limited right to cancel the consumer credit contract (see below for further details). **Note that strict time limits apply.**

**Full Name and Address of The Lender** This is the person 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 an email to the address specified (if any).</li> </ul>	<b>Name:</b> <b>Trading Names:</b> <b>Physical Address:</b> <b>Postal Address:</b> <b>Email:</b>	Admiral Finance Limited Admiral Finance, Loans2Go, QuickLoans Level 1, 45 Mandeville Street, Riccarton, Christchurch, New Zealand PO Box 36606, Christchurch 8146, New Zealand loans@admiralfinance.co.nz
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### Credit Details

<b>Initial unpaid balance</b>	This is the amount you owe at the date of this statement (including any fees charged by the creditor).
OpeningBalance made up of:	OpeningTransactions

<b>Total advances</b>	This is the total amount of all advances made or to be made to you.
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**Payments** You are required to make each payment in the amount specified and by the time specified.

Timing of payments	Number of payments	Amount of each payment	Total amount of payments
Frequency			
First Payment			
Last Payment			

**Interest**

**Annual interest rate:**

**Total interest charges**

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

**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 monthly.

**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).

- Admin fee;
- Loan top up establishment fee; \$250.00 per additional advance made to you charged to you when we grant the loan OR when we notify you the fee is payable.
- Loan restructure/re-documentation fee; up to \$95.00 charged to you when we re-document the loan OR when we notify you the fee is payable.
- Loan variation fee; up to \$50.00 charged to you when we change the loan (not collateral or restructure) OR when we notify you the fee is payable.
- Refund fee for an overpayment \$20.00 if you overpay us and ask us to refund the money. It will be charged to you when we make the refund OR when we notify you the fee is payable.
- Change of security fee \$150.00 (for cars or other personal property collateral) charged to you when we accept the replacement security OR when we notify you the fee is payable.
- Request disclosure: Fee of up to \$120 for request disclosure to be paid by the borrower to the lender prior to closure being made.
- Collateral inspection fee or home visit up to \$95.00 (Christchurch City) including mileage for visits outside Christchurch City at the Automobile Association approved rates (at the appropriate rate for engine size) or whatever our agent charges us for any agent visits charged to you when we complete the inspection OR when we notify you the fee is payable.
- Unidentified deposit - deposit made without your reference number in our bank account \$15.00 charged to you when we identify the deposit OR when we notify you the fee is payable.
- Mortgage/caveat search, preparation, registration and discharge fee of \$490.00 including any land information New Zealand fees. We may choose not to register a mortgage but may choose to register a caveat charged to you when we complete registration OR when we notify you the fee is payable.
- Mortgage discharge or caveat withdrawal fee of \$245.00. This is the cost of preparing a discharge of any mortgage/withdrawal of caveat taken by the creditor as security for the loan, if fee is not already charged. We will provide the discharge/withdrawal to the borrower when the account balance is paid in full but will not be responsible for registering either unless you so request and further agree to pay the costs of such a registration. In that event we may charge the sum of \$245.00. One of those costs will be charged to you when we complete preparation of the document or registration as the case may be OR when we notify you the fee is payable.
- Mortgage/caveat search, preparation, registration and withdrawal fee for additional mortgages/caveats taken during the course of the loan \$490.00 charged to you when we complete registration as the case may be OR when we notify you the fee is payable.
- Letter Fee of \$10.00 or email fee of \$10.00 is charged to your account any time you request a statement of your account that we are not required to send you charged to you when send the letter or email OR when we notify you the fee is payable.
- If we need to conduct additional checks our standard charges are: Credit check fee \$10 per person (including ID checks), Personal Property Security Register (PPSR) \$8 per search (per person and per item of collateral), Personal Property Security Register (PPSR) \$8 per registration or renewal (per loan), Motor Chek /Car Jam fee \$3 per search, E-Bank Statement request fee \$3, LINZ title search \$15, Biometric Identification \$13, AML ID Verification \$7. We will charge the fee to you as soon as we complete the task OR We will charge the fee to you as soon as we notify you of the charge.

The costs, expenses and other liabilities listed in **paragraph 10d)** below of the operative terms which arise when you are not in default charged to you when we notify you the fee is payable.

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 six monthly.

**What Could Happen If You Fail To Meet Your Commitments**

**Security Interest**

This is secured credit. The lender has an interest in the property listed below to secure performance of your obligations under the contract or the obligations of a guarantor under a guarantee, or the payment of money payable under the contract or guarantee, or all of them. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to sell or repossess and sell this property.**

**Description of Security Interest**

**The security interest in the collateral is as defined in section 17 of the Personal Property Securities Act 1999 and it secures payment of all the unpaid balance and performance of all the collateral owner's obligations under this contract (or the guarantee as the case may be) to the extent of the value of the collateral.**

If we sell collateral after we repossess it, and the net proceeds are not enough to repay what you owe us (the unpaid balance), you and any guarantor will owe us the difference.

Whoever owns the collateral (you or a co-borrower or a guarantor) may not give security over the collateral to any other person and, if the owner does so, the owner will be in breach of this agreement and we may repossess and sell the collateral.

**The collateral includes any replacements.**

**Property Subject To The Security Interest**


## Default Interest and Default Fees

### 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.

1. Default interest is % **per annum** charged on any unpaid instalment or overdue amount other than the unpaid balance. Default interest is charged from the time that you fall into financial default until you are no longer in financial default. It is calculated by multiplying the unpaid instalment or overdue amount by the daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. All default interest is debited to your account on the last day of the month, or when you settle your loan.
2. If we accelerate payment (call up payment early) of the unpaid balance as a result of your default, we will only charge you default interest on the overdue instalments or other overdue amounts which are overdue other than as a result of payment having been accelerated.
3. If you must pay default interest and default fees on any overdue amount, that overdue amount is not included in the unpaid balance for the purpose of charging the annual interest rate on the unpaid balance.
4. No amount of interest charged on all or any one part of the unpaid balance, whether compounded or not, when totalled and applied as an annual percentage against the same part of the unpaid balance, will be or exceed 50% per annum.
5. You must pay default interest after we obtain judgement against you as well as before judgment.

### Default fees:

6. Arrears management fee of up to \$2 per day that the account is in arrears. The fee is charged to your account on the last day of the month.
7. Letter fee of \$10 or email fee of \$10 any time we write to you or to anyone representing you about a missed payment(s) or about any other default you commit under this agreement or about ongoing default. We will charge the fee to you as soon as we send the letter or email OR We will charge the fee to you as soon as we notify you of the charge.
8. Default time fee if any staff member of ours spends time on the administration of your account when you are in default. "Administration" in this case includes all work on our recovery of the unpaid balance but which is not charged to you otherwise. The default time fee may be charged at \$60.00 per hour and will include time our staff spend outside our offices. This means if our staff have to spend time, for example, trying to find you or travelling to see you or talking to debt collectors or lawyers we may charge you that hourly rate. We will charge the fee to you as soon as we complete the work OR We will charge the fee to you as soon as we notify you of the charge.
9. Mileage fee if a staff member of ours travels to visit you or any guarantor or to attend any meeting or any court or tribunal. Mileage may be charged at the current rate recommended by the Automobile Association (based on the engine size for a vehicle of 2 litre engine capacity or less). We will charge the fee to you as soon as our staff member returns to the office OR We will charge the fee to you as soon as we notify you of the charge.
10. Telephone call fee of up to \$10 any time we have to telephone you or send you a text message with regard to a missed payment(s) or in relation to any other default you commit under this contract. We will charge the fee to you as soon as we complete the call OR We will charge the fee to you as soon as we notify you of the charge.
11. Consumer monitor fee when you are in default of up to \$7 each time we receive a Consumer Monitor Report concerning your credit activity. We will charge the fee to you as soon as we complete the call OR We will charge the fee to you as soon as we notify you of the charge.
12. Sending a repossession warning letter \$45 (includes courier charges). We will charge the fee to you as soon as we complete the document OR We will charge the fee to you as soon as we notify you of the charge.
13. Sending a warrant to a repossession agent \$45 (includes courier charges). We will charge the fee to you as soon as we complete the document OR We will charge the fee to you as soon as we notify you of the charge.
14. Sending a post possession notice \$45 (includes courier charges). We will charge the fee to you as soon as we complete the document OR We will charge the fee to you as soon as we notify you of the charge.
15. Post Sale of Collateral or Letter of demand \$45 (includes courier charges). We will charge the fee to you as soon as we complete the document OR We will charge the fee to you as soon as we notify you of the charge.
16. If we need to conduct additional checks when you are in default our standard charges are: Credit check fee (includes ID Check) \$10 per person, Personal Property Security Register (PPSR) \$8 per search (per person and per item of collateral), Motor Chek / Car Jam fee \$3 per search, E-Bank Statement request fee \$3. We will charge the fee to you as soon as we complete the task OR We will charge the fee to you as soon as we notify you of the charge.
17. Field Agent fee or home visit up to \$95.00 (by staff member) including mileage for visits outside Christchurch City at the Automobile Association approved rates (at the appropriate rate for engine size) or whatever our agent charges us for any agent visits charged to you when we complete the field visit OR when we notify you the fee is payable.
18. Sending a Property Law Notice letter \$45 (includes courier charges). We will charge the fee to you as soon as we complete the document OR We will charge the fee to you as soon as we notify you of the charge.
19. The costs to us of Court or Disputes Tribunal proceedings and repossession and sale of collateral and the sale of the land to be mortgaged. These include filing fees actual solicitors fees and disbursements (assessed on a solicitor client basis) and debt collection agency commissions, fees and disbursements. Additionally you must pay us the costs and disbursements of repossession agents, valuers, auctioneers, process servers and any of our agents in enforcing this agreement. We will also charge you for any dealings (we have while you are in default) with other persons with respect to the debt or any security you (may) provide. In addition we will charge you the cost of doing anything which you have failed to do and which we have done. We will also charge you the costs expenses and other liabilities listed in **paragraph 10d** of the "operative terms" arising out of your default. We will charge the fee to you as soon as we complete the call OR We will charge the fee to you as soon as we notify you of the charge.

## Full Prepayment

We do not charge a fee for our loss on your full repayment. We only charge the following fee:

Administrative **Costs/Fees \$0** for our staff's work associated in receiving the request for and processing the full prepayment and in discharging or releasing any security.  
**(Amounts we have to pay for security release are additional)**

## Right to Cancel

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

### Time limits for cancellation

- You must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document if the document was given to you.
- You must give notice that you intend to cancel the contract within 7 working days of the date the document was emailed or faxed to you.
- You must give notice that you intend to cancel the contract within 7 working days of the date the document was signed electronically by you.
- You must give notice that you intend to cancel the contract within 9 working days of the date the document was posted to you.

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); or
- Sending the notice to the creditor's fax number (if specified on the front of this disclosure statement).

**You must also return to the creditor any advance and any other property received by you under the contract.**

### What you may have to pay if you cancel

If you cancel the contract, the creditor can also charge you:

- The amount of any reasonable expenses the lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports and property inspections, etc); and

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 to reasonably 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.

### Dispute Resolution

It is free to make a complaint to this independent resolution scheme. This scheme can help you resolve any disagreements you have with the creditor.  
Name of dispute resolution scheme: **Insurance & Financial Services Ombudsman Scheme Inc (IFSO)**  
Contact details of dispute resolution scheme: Phone: **0800 888 202**  
Website: **www.ifso.nz**  
Business address: **PO Box 10-845, Wellington 6143, New Zealand**

### Complaints Resolution

Our complaints resolution process may be initiated by telephone, email, via our website or in writing using the contact details specified above. If we can't resolve your issue immediately, here is how it will be dealt with:

- If you have made your complaint verbally or via our website, we will acknowledge your complaint immediately. If you have made your complaint in writing we will acknowledge it within 2 working days of receiving it.
- We aim to have your complaint resolved within 5 days and will email or write to you outlining the resolution. If we are unable to resolve your complaint within 5 working days we aim to resolve it within 20 working days.
- In the event that we can't resolve your complaint within 20 working days, we will write to you advising you why we require more time to resolve your complaint.

### Electronic Disclosure

I/ We (the Borrower and Guarantor) each consent to you sending notices or other communications to my / our email address and mobile phone numbers specified above or such other email address or mobile phone numbers as I / we may advise you in writing.

### 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. Admiral Finance Limited is a responsible lender.

### Registration On Financial Service Provider Register

Name on financial service provider register: **Admiral Finance Limited**  
Registration number: **9421**

### Execution

I have received a copy of this disclosure statement and the operative terms and if I am the guarantor I have received a copy of the guarantee as well. I agree as set out in the disclosure statement and the operative terms and if I am the guarantor, I agree to the terms of the guarantee as well.

Signed in the presence of:

Date of Signature:	
DebtorSignature	

Creditor Signature	Signature on behalf of the Creditor _____
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## Operative Terms

You the borrowers acknowledge the debt to the lender of the initial unpaid balance and agree:

- 1 **Words of example or inclusion are not words of limitation or exclusion.** In this agreement we sometimes give an example of how a rule or statement may apply or an example of a possible meaning of a word. Our giving of that example does not mean that the rule or statement or word has to be interpreted or explained in the same manner as is the example. If we say a word includes a meaning, that word may have other meanings as well.
- 2 **You give a security interest in collateral you own.** If you own any collateral (see **paragraph 40** below Meaning) then this **paragraph 2** applies to you:
  - a) You grant to the lender a security interest over that collateral. That means your goods (such as a motor car) and other personal property shown as collateral are security for payment of the unpaid balance. You are charging them with the money you owe. The security interests are to secure payment to the lender of the unpaid balance and also to secure your performance of all other terms of this agreement. For example, if you default in making payments when they are due, the lender may seize certain collateral (for example repossess your goods) and sell it to pay the unpaid balance or overdue amount. (See **paragraph 33** below of these operative terms.)
  - b) If you default the lender may also apply to the Court for an order that any or all of your collateral be seized and sold.
  - c) The collateral may be all your present and after acquired personal property (excluding certain consumer goods).
  - d) You promise to the lender that nobody else has the right to repossess and sell the collateral and nobody else owns it unless you have told the lender in writing before you signed this agreement and we may accelerate payment of the unpaid balance if that is not true.
  - e) You must not grant any security interest over the collateral to anybody else and we may accelerate payment of the unpaid balance if you do so.
- 3 **Agreement to mortgage land.** There may be a description of land in the **“WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS”** Real Property – The land to be mortgaged section of the disclosure statement. If there is a description and you own any of that land this **paragraph 3** applies to you.
  - a) You must sign in our favour and at your cost a registrable mortgage over that land.
  - b) If you default the lender may sell your land. The mortgage of the land is to secure payment to the lender of the unpaid balance and also to secure the performance of all other terms of this agreement and of any associated loan agreement. If you do not make any payment when it is due and payable or if you fail to do other things you must do under this agreement, the lender may sell the land to pay the unpaid balance.
  - c) The mortgage shall be in an all obligations form published by the Auckland District Law Society Incorporated so as to incorporate memorandum number **2018/4346** or, at the lender’s option, any form to the same or similar effect more recently published by the Society. The terms of that memorandum shall be incorporated into this agreement. That means that the mortgage we use is one which is commonly used by lawyers in New Zealand and the obligations are standard so that it is a security for all of your obligations to the lender. The land will remain security for future advances you receive from us.
  - d) The stated priority limit for the purposes of section 92(1) of the Property Law Act 2007 shall be (a) twice the total amount of payments shown in the PAYMENTS section of the disclosure statement plus interest or (b) twice the total advances plus \$50,000 plus interest whichever is the greater. If you grant a mortgage to someone else after the lender registers its mortgage, our mortgage will have priority over that later mortgage up to the larger amount of (a) and (b).
  - e) You must not mortgage your land any further without our written consent and if you do we may accelerate payment of the unpaid balance.
  - f) You charge your land as set out in this **paragraph 3**.
- 4 **You give the lender your power of attorney.** You appoint the lender and any one manager or director of the lender separately to be your attorney so that:
  - a) The attorney may do anything which you agree to do and
  - b) The attorney may do anything and to sign any document which the attorney thinks helpful to ensure the lender is paid the unpaid balance and otherwise to protect our interests under this agreement. For example, the attorney may sign any document on your behalf so as to:
    - I. grant and register a mortgage under the Land Transfer Act 1952, if you have agreed to mortgage land or
    - II. transfer ownership of or take or transfer possession of negotiable instruments, of chattel paper, of negotiable documents of title and of investment securities and the attorney may request and obtain from any share registry, custodial service, securities depository or clearing house any shareholder number (including a common shareholder number) Faster Identification Number or other number allocated to you and necessary for dealing with company shares and (by way of example) may sign any request to cancel FIN numbers as security for a loan.
    - III. Operate and draw on any bank account.
- 5 **How the lender gives you documents and tells you anything.**
  - a) Subject to sections 352 to 359 of the Property Law Act 2007 (which create some rules for telling borrowers about mortgaged land and collateral goods which are not consumer goods) if we wish to serve any legal paper on you – if we wish to give anything to you in writing – we may do so in any of the ways set out in section 83ZQ of the Credit Contracts and Consumer Finance Act and that section will apply to such service.
  - b) For any disclosure in relation to this agreement we may send it to you by email or provide a link to our website.
  - c) In addition, a legal paper will be sufficiently served or given if it is handed to any person who appears to live at any home address of any borrower or who appears to live at the address of any land to be mortgaged or attached to an outside door at either address.
    - I.
    - II.
  - d) Further, if your address is a flat or apartment or room (your flat) in a building and if we are unable to get into the building or get to your flat because of the security system of the building or for some other reason, then a legal paper will be sufficiently served or given to you if it is posted at an outside letterbox for your flat.
  - e) If there is no such letterbox, a legal paper will be sufficiently served or given to you if it is clearly addressed to you and attached to what appears to be the main outside door to the building for your flat or if the legal paper is given to any building manager or receptionist for the building and the manager or receptionist is asked to give it to you.
  - f) Further,
    - III. if you have given an email address or a facsimile number or a mobile phone number at any time or
    - IV. if you have a public address, including an internet social media address or an address at any other internet communication system or talking-place (for example, Facebook, Facebook messenger, Whatsapp, Zoom or Skype),  
that address or number shall be an information system specified by you for the purpose of service and general communication. That means we may communicate with you in any way that we can on the Internet.
- 6 **You are not released from liability just because somebody else is.** Somebody else may be a borrower under this agreement as well as you or is a guarantor under a guarantee. If that person is found not to be liable for any reason, that reason does not release you from being liable to pay or perform your obligations.
- 7 **Everything you have told the lender must be true.** You promise that all information provided by you or on your behalf to enable us to decide whether or not to lend to you is true and correct and if it is not true and correct we may accelerate payment of the unpaid balance of the loan.
- 8 **New Zealand law applies.** This agreement is governed by New Zealand law and only the New Zealand courts Disputes Tribunals or our Dispute Resolution Provider in New Zealand. If you want to dispute or argue with us in relation to or in connection with this agreement, you may do so only before a New Zealand court or Disputes Tribunal or before our dispute resolution provider in New Zealand. However, we may enforce:
  - a) this agreement against you or
  - b) any judgment against you or against your real and personal property in any country where you or that property may be.
- 9 **You must make all payments in full when due.** You must pay all amounts shown in the PAYMENTS schedule of the disclosure statement when they are due.
  - a) You must make all payments without any deduction or withholding for any purpose whether by way of set-off counter-claim or otherwise and in such manner as we require.  
That means if you believe we owe you a debt of money or if you have any sort of claim against us, you must not take off any part of that debt or any of the amount you claim we owe you from your payment of any instalment or other amount under this agreement. Also we may tell you how you must pay us.

- b) If we require, you must allow us to directly debit your bank account or you must set up automatic payments. We may also use any direct debit authority to pay ourselves any instalment or credit or default fee or default interest. That means you must allow us to take money from your bank account.
  - c) If you make any payment(s) which is not in accordance with the schedule of payments in the "PAYMENTS" section of the disclosure statement we may credit the payment(s) in accordance with the schedule. We may also decline to accept any part prepayment.
- II. From that date you must pay the changed amount and if you are in financial default or default generally, you must also pay any changed default interest or default fees.
- c) No increase will be backdated.
  - d) Any interest rate increase shall be proportional to the increase our cost of funds or in the costs which we may not recover as credit or default fees. Any credit or default fee increase will be proportional to the cost basis of the fee. For example, if our costs go up by 5% we would not increase credit fees by more than 5%.

**10 You must pay the lender all annual interest and credit fees.** You must pay to us as soon as we ask or when they are otherwise due and in any event we may charge against your account with us at the times shown in the disclosure statement:

- a) The annual interest shown in the "INTEREST" section of the disclosure statement and
- b) the credit fees shown in the "CREDIT FEES AND CHARGES" section of the disclosure statement and
- c) any early repayment fee provided for in the **FULL PREPAYMENT** section of the disclosure statement and any part repayment fee shown and
- d) all of our costs which we may suffer or have to pay in connection with:
  - I. Any further loan application, credit and security checks and the work we do to consider that application. If you apply for a further loan from us we may charge you the cost of dealing with your application.
  - II. Any variation and release of this agreement or any Personal Property Securities Act financing statement or Land Transfer Act registration in relation to this agreement not provided for in the disclosure. For example if you ask us for to agree to your selling a collateral motor car and replacing it with another, we may charge you the cost of our dealing with it.
  - III. Any dealing we have with any other person who has (or claims to have) any interest (whether registered or not) in any collateral or in the land to be mortgaged. For example somebody might claim to have a security interest in a motor car you provide as collateral and you would have to pay us the cost of dealing with him.
  - IV. Any dealing with any of you or with any guarantor about the agreement. That will include any loan settlement or proposed prepayment (repaying all or some of the unpaid balance in advance) that does not proceed and if you are in default, it will also include the cost of any dispute.
  - V. If you are in default the transfer of the security interest of any other secured party to us or our security interest to another secured party.
  - VI. Anything we decide to do in order to enforce this agreement in any way or to protect our rights under it. That may include our going to court or the Dispute Tribunal and our instructing solicitors and debt-collectors.
  - VII. Our doing anything you should have done but you have not done

and you agree that amounts referred to in this paragraph 10 will become part of the unpaid balance and that they are contractual damages if they become chargeable to you as a result of your default under this agreement. This means that you agree to pay the costs in this paragraph and you may not argue about them as long as the lender proves the amounts.

**11 Our costs referred to in paragraph 10 include:**

- a) Our own internal administration fees and
- b) Expenses and any other liabilities we do not now know about. These include legal expenses on a solicitor and own client and on a full indemnity basis. That last sentence means that we may recover from you the full costs which our own lawyers charge to us, if we instruct a lawyer as part of enforcing this agreement against you.

**12 The lender may vary interest and fees.** We may from time to time change the annual interest rate, default interest rate, credit fees and default fees payable under this agreement so they go up or down. You must pay such changed interest rates and changed fees. **If the interest rate is shown in the Interest section of the disclosure statement as fixed for the whole of the contract we will not increase the interest rate or default interest rate.**

- a) If we are passing on the changed costs of a third party supplier (such as a solicitor or a credit reporter or other outside contractor) to you we will tell you as soon as we wish to pass on those costs to you and we will tell you when you must pay.
- b) If we are passing on our internal costs (such as make up our account management or administration fees or defaulted payment fees or letter, email or text fees, default time fee or mileage fees):
  - I. In each case, we will give you not less than a month's notice of any such change and any increase or decrease in your regular payment and the date when any increased or decreased payments begin.

**13 Default interest and default fees.**

- a) If you are in financial default you must pay us default interest on any unpaid instalment or other overdue amount at the rate and in the manner shown in the "Default interest charges and default fees" section of the disclosure statement. You must pay default interest from the date you fall into financial default until you are no longer in financial default. However, we will not charge default interest on any part of the unpaid balance after we have accelerated payment of that part unless payment of that part has fallen due by the time of the charge without the acceleration.
- b) If you must pay default interest on any instalment or other overdue amount, that overdue amount is not included in the unpaid balance for the purpose of charging the annual interest rate on the unpaid balance.
- c) No amount of interest charged on all or any one part of the unpaid balance, whether compounded or not, when totalled and applied as an annual percentage against the same part of the unpaid balance, will be or exceed 50% per annum.
- d) If you are in any default at all you must pay default fees from when you fall into default until you cease that default.
- e) We may debit all default interest and default fees as set out in the "Default interest charges and default fees" section of the disclosure statement and they will become part of the unpaid balance. You must continue to pay default interest and default fees (including the cost of any court action or Disputes Tribunal claim) after judgment against you and they will accrue (you will owe them) without our giving you any notice or making demand. That means you must keep paying them after we sue you in a court or tribunal for the unpaid balance and obtain a judgement or an order that you must pay.
- f) Your obligation to pay ordinary and default interest and credit and default fees is subject to section 83M of the Credit Contracts and Consumer Finance Act which prevents us from charging any costs at all or any interest at all on any part of the unpaid balance after we have sold consumer goods collateral.

**14 Subject to sections 119 and 128 of the Property Law Act 2007** (which in some cases require a legal document to be sent about mortgaged land or collateral goods which are not consumer goods the lender may accelerate repayment of the loan and require you to pay the unpaid balance to the lender straight away (forthwith) if

- a) Any goods included in the collateral are at risk.
- b) You breach any of the paragraphs of these operative terms which provide that we may accelerate payment if you default under that paragraph.
- c) You fail to pay any money for 5 working days after it is due or if you continue any other default for 9 working days after the posting of any notice of that default to you (or 5 working days if such notice is sent by electronic means).

We may call up that money even although the time for payment has not yet been reached.

**15 It is your job to know what you owe the lender from time to time.** We must disclose (give) information to you at least every 6 months. As well as that, it is your responsibility to find out from us the amount of any default interest and default fee or credit fees you may have to pay from time to time and to pay them. For example, if you miss paying a regular instalment or if you do not pay some other money when it is due, default interest or default fees may be debited. It is your job to find out what the default interest and fees are and to pay them.

**16 If you disappear time will not run on your debt until we locate you again in New Zealand.** Pursuant to section 41 of the Limitation Act 2010, if you change your physical address without notifying us and:

- a) you are then in default or subsequently fall into default and
  - I. we are unable to locate you or
  - II. you live (whether permanently or not) in any other country, and
- b) we subsequently locate you in New Zealand the limitation period shall begin on the date that we locate you in New Zealand to the effect that that date will be:
- c) the start date (under section 16(1) of the Limitation Act) for any claim we may make against you for interest accrued during the period from the time you change your address or leave New Zealand (whichever is the earlier if both apply) and
- d) deemed to be the date of the act or omission on which the claim is based (under section 11 of the Limitation Act) with respect to default in repaying any principal repayments or parts of the unpaid balance which have fallen due from the time you change your address or leave New Zealand (whichever is the earlier if both apply).

**WHAT DOES PARAGRAPH 16 MEAN?** Paragraph 16 of these operative terms is intended to prevent you from taking advantage of a gap in time in order not to pay. The Limitation Act states that generally if we do not sue you for unpaid interest or unpaid principal for 6 years after the interest or the principal amount falls due, then we lose our right to sue you for the debt. Section 41 allows us to agree that the 6 years does not run until another date. In this case, if you disappear and we cannot locate you but we find you again in New Zealand the six years will run from the time we locate you here.

- 17 **The lender may set-off any debt to you.** We may reduce any amount we owe you by any amount that you owe us.
- 18 **The lender may receive commission on any insurance** which it arranges for you.
- 19 **The lender may appropriate payments as it sees fit.** If we receive any money from you or as proceeds of the sale of collateral or the land to be mortgaged you may not require us to apply it toward any individual part of the unpaid balance, no matter when that part was debited to you.
- 20 **This agreement secures future advances.** If you borrow money from us or we give you other value after you sign this agreement we will still have a security interest in the collateral and a mortgage of any land to be mortgaged. The collateral and land will remain security for the extra money you borrow even if you have repaid money we lent you earlier. The loan of more money will be on the same terms as those of this agreement unless we make changes in writing when we lend you the extra money.
- 21 **You may repay your loan early.** You may repay any part of the unpaid balance of your loan in full before it is due. However you must also pay us
- the administrative costs of the full or part prepayment or
  - a charge equal to our average administrative costs of the full or part prepayment.
- 22 **You must have a telephone where we may contact you.** You must maintain (keep) a landline or mobile telephone connection or subscription as the case may be. If for any reason we cannot speak to you directly at the latest telephone number provided by you (whether landline or cellular), or if there is no telephone number, you agree that we may:
- advise any person who answers any telephone number we have for you or whom we believe may be able to contact you
    - who we are and that we are trying to talk to you and
    - that we wish you to contact us and
  - leave messages with that person.
- If you breach this paragraph we may accelerate payment of the unpaid balance.
- 23 **You must always keep us up to date with your name, home and email address and phone numbers.** You must not change your name, physical residential (home) address or email address, or your landline or cellular telephone number without first giving us two working days written notice of your intention to do so. You must at the same time provide us with any replacement name, home or email address or landline or cellular telephone number. If you breach this paragraph we may accelerate payment of the unpaid balance.
- 24 **You may not impose any part payment settlement on us and you must not attempt to do so.** We are not bound to accept any amount in settlement or partial settlement of an obligation to pay a greater sum unless we have first agreed in writing to do so. The lender may use the payment to reduce your unpaid balance. That will apply even if you tell it in advance that we may only accept the payment you are going to make if it is in such settlement. You must not try to compel us to settle for less than you owe in such a way and we may accelerate payment of the unpaid balance if you do.
- 25 **Only written changes to this agreement are binding and this is the complete agreement.** This is all of the agreement between us and there are no other terms. We are not bound by any change to this agreement unless it is in writing and signed by one of our staff. We may enforce any of your obligations at any time, even if we have previously delayed enforcement, unless we tell you differently in writing. If you believe we have agreed not to enforce in some way, you must show that we have agreed specifically (explicitly, precisely) to that in writing. If we agree once not to enforce an obligation, it does not mean we will agree again or continuously unless we tell you so in writing. If we agree not to enforce one obligation, it does not mean we agree not to enforce another.
- Security Interest in Collateral**
- 26 **How you must store and care for and use collateral goods and protect the lender's interest in them.** If you breach this paragraph we may accelerate payment of the unpaid balance.
- Subject to b) below you must keep any collateral which is goods you own at your home address above or at the most recent address provided by you under **paragraph 23**.
  - However, you may keep collateral goods other than where you live, if you tell us in writing in advance what the other address is but you must not allow any collateral to be taken out of New Zealand.
  - However, you must not change where you keep any collateral goods while you are in default without the lender's prior written consent to the new address.
  - You must obey any laws about owning and using collateral goods and you must not use them in any dangerous or illegal activity nor for any purpose for which they are not intended.
  - You must make sure that any collateral motor vehicle at all times is registered and not only has a warrant of fitness but is in a condition that

will enable a warrant of fitness to be issued for it. You must make sure the vehicle is always able to get a warrant of fitness.

- You must not use (or allow to be used) any collateral motor vehicle or motor boat for motor sport activity such as racing, rallying, speed or time trials or (and in particular) so that any driver or owner of a collateral motor vehicle receives a written caution under section 129B of the Sentencing Act 2002 or any equivalent legislation.
  - You must not
    - drive any collateral motor vehicle when
      - you do not hold a driver's license or
      - you are disqualified from driving or
      - you have a breath or blood alcohol level beyond any legal limit nor
    - allow any other person to drive when unlicensed or disqualified or with illegal breath or blood alcohol level
  - You must not
    - do anything or allow anything which may damage, weaken or challenge our security interest in collateral or any registration of that collateral on the Personal Property Securities Register grant any other security interest over collateral nor allow any workman's lien to be created over it nor dispose of nor allow the disposal of collateral by sale or gift or lease or in any other way nor cause nor allow collateral to be taken out of the possession of the borrower who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where you are required to keep it nor concealed from the lender or stolen. Nor may you do or omit anything so that we have reasonable cause to believe that you have committed or allowed any of these breaches... (See meaning of "at risk" in **paragraph 40** below)
    - obtain any personalised registration plate on any collateral motor vehicle nor otherwise change or remove any collateral goods part number or serial number unless we first agree in writing. If you do or allow any of these things you must tell us straight away in writing.
  - You must also care for and maintain collateral goods in good condition from the time you sign this agreement. If any collateral is a motor vehicle you must repair (fix up) damage to panels, bumpers, lights, windows and other outside and inside surfaces and to paint work. This means you must look after your motor vehicle and fix up any damage to any of these parts of the motor vehicle inside and out, including painting.
- 27 **The lender may inspect any collateral goods on giving 24 hours written notice.** We may come and inspect (look at) collateral goods if we tell you 24 hours in advance. You must show the goods to us at your home or at the other place you have told us you are keeping them. If collateral goods are at risk we do not have to tell you in advance and we may enter any place where we believe the goods may be to look for and inspect them. If we do that and we cannot find goods, we may break in to look for them and we do not have to pay you compensation. If the collateral we wish to inspect is consumer goods we may only act under this paragraph if the goods are specifically identified in this agreement.
- 28 **Replacement goods become part of the collateral.** Any replacement for collateral goods shall become part of the collateral. You must tell us about any replacement obtained and, you must describe it to us and also give us any serial numbers and part numbers on it so that we know about it. If you do not tell us about any replacement, we may accelerate payment of the unpaid balance.
- 29 **Lender's rights if collateral includes company shares.** If any collateral is shares in a company registered under the Companies Act 1993 or any Act replacing or changing it
- Our security interest includes
    - all issues of bonus shares, rights and newly created shares and
    - all share conversions and dividends and any other issue made in relation to the shares the subject of the security interest, and
  - we may vote in place of the borrower at any meeting of the company shareholders and we shall have all the rights and powers of the borrower under the company's constitution and at law.
  - The last two sub-paragraphs mean that if the company issues further rights, income or other benefits attached to collateral shares, we will have security also over those rights and benefits. Further, we have all the rights of the owner of the shares at any company meeting or in any dealing with the company including the power to vote the collateral shares.
- 30 **You must insure the collateral and any buildings or improvements which are mortgaged.** If you breach this paragraph we may accelerate payment of the unpaid balance.
- You must insure or arrange the insurance of:
    - the collateral which is goods to their full insurable value and
    - any buildings or improvements on the land to be mortgaged for full replacement value if possible but otherwise for full insurable value.
- and keep them insured against fire, accident, theft, flood, earthquake and storm and any other risks as we may require. This means that you must

insure against these things and you must insure for as much as the insurance company will allow you to.

- b) The insurance policy must be in the names of the lender (us) and in the names of the owners for the lender's and the owners' respective interests. That means:
- I. you must make sure with the insurer that any insurance of collateral goods shows that we have a security interest in the goods.
  - II. Also you must make sure with the insurer that the policy shows that we are a mortgagee of any land over which you have agreed to grant a mortgage.
- c) The insurance policy must say that all payments, in the event of a claim, will be made to us.
- d) Insurance must be with an insurer licensed under the Insurance (Prudential Supervision) Act 2010 or any Act in replacement.
- e) If we ask you to, you must insure with a company that we name but otherwise (subject to (d)) you may insure with whoever you wish.
- f) You must not do or allow anything which may cause the insurer to refuse payment. For example, you must tell the truth when you apply for the insurance and when you make the claim.
- g) You must provide us with receipts for the insurance premiums and an insurance company certificate of the insurance if we ask you for them.
- 31 Lender may remedy your default at your cost.** If you fail to do anything which you must do or if you do anything you must not do, we may do or pay anything to remedy the default (to make it right). If we do that we may add the cost of doing or paying to the unpaid balance. That includes work that we may carry out on goods we have repossessed in order to make them more saleable or to carry out repairs and maintenance which you should have carried out.
- 32 This agreement may be enforced by an assignee.** We may give or assign our rights under this agreement to somebody else ("assignee"). If we do that, this agreement (including the power of attorney) will apply to the assignee as if the assignee were the lender. The assignee may enforce this agreement against you. You have no right to assign rights under this agreement.
- 33 The Lender may repossess and sell personal property on default.** If you default under this agreement:
- a) Subject to any requirement to give you notice, we may repossess your collateral. We may not repossess consumer goods which are not identified by item and kind unless those consumer goods are replacements for specifically identified consumer goods. When we have the right to repossess:
    - I. We may enter any premises (any land) to look for and repossess collateral. We may break into a building or enclosure (such as a place with a fence or wall or hedge round it) where we may reasonably believe collateral may be even if you are not present.
    - II. You must not do anything to prevent or hinder us from repossessing goods. You must keep out of the way when we are repossessing goods.
    - III. We may move or use your goods to gain access to or remove collateral;
    - IV. If your property is damaged when we repossess or try to repossess goods, we do not have to pay you compensation (the cost of the damage).
    - V. If the property of someone else is damaged when we repossess or try to repossess goods, we do not have to pay you compensation and if we must pay that person, we may recover that compensation from you. For example, if you hide collateral goods in a building and we break down a door to find them and to repossess them you must pay the cost of any repair of the door, even if the door belongs to someone else.
    - VI. We may sell the collateral by auction or by private sale or otherwise. Subject to any law, we may buy the collateral ourselves, give credit and allow payment over time as if we were the owner and nobody else had any rights.
    - VII. You must do everything necessary to help with the sale and that includes signing any documents needed or helpful or desirable.
  - b) When we sell the collateral:
    - I. Any buyer of the collateral need show only our receipt to prove he has paid the sale price and
    - II. The buyer need not investigate or question the propriety or regularity of the sale to the buyer and the buyer is not to be affected by any notice express or constructive that such sale is improper or irregular. This means that the buyer is not affected and does not need to worry if he learns anything about the sale process (how we sold) or our right to sell and he does not need to ask.
- 34 The lender shall not be obliged to marshal in your favour or in favour of any other person.** If we have security over more than one item of real or personal property, we do not have to sell one item of property before another.
- 35 Some parts of the PPSA do not apply and you waive your right to a verification statement.** You waive your right to receive a verification statement

following registration of any security interest. This means that when we register our security interest against collateral, we do not need to provide you with a copy of the statement that the Personal Property Securities Registry then sends us about the registration.

- 36 The lender may pay a vendor or another lender or a creditor directly with borrowed money.** If you are borrowing money from us in order to buy property, whether or not we take a security interest over that property, or to repay a loan or pay a debt.
- a) We may pay the money directly to the supplier of that property or to the other lender or to the creditor and
  - b) We may impose any conditions on the payment or on the use of the money that we believe are necessary to protect our security interest or to comply with responsible lending requirements.
- 37 You must pay the lender any money it receives from somebody else which it has to repay.** If
- a) somebody other than you pays any amount due under this agreement and
  - b) that other person becomes bankrupt or goes into liquidation and
  - c) the Official Assignee ("OA") cancels the payment as an insolvent transaction under section 194 of the Insolvency Act 2006 or the liquidator sets aside the payment as an insolvent transaction under section 292 of the Companies Act 1993 or the transaction is otherwise set aside as a voidable preference, then
- We may repay that sum to the OA or the liquidator and upon demand you must pay us that sum plus interest from the date we pay the OA or the liquidator. You must pay us even if you believe that we should have tried to avoid paying the money back or disputed payment in some way. This means that, for example if you arrange for a friend to make payments to us on your behalf and your friend goes bankrupt, the OA may possibly claim back from us the payments your friend has made going back for up to two years before the bankruptcy. If that happens we will be able to recover the total of those payments from you. We do not have to argue with the OA about whether or not we should repay the money. Similar rules will apply if a company pays on your behalf and the company then goes into liquidation.
- 38 All your obligations are joint and several.** That means if another borrower signs this agreement, we may recover money due and payable from any of you or from all of you. We may enforce this agreement in other ways against any of you or against all of you.
- 39 Guarantor is bound.** The person(s) named as guarantor(s) in the disclosure statement guarantee(s) the borrower's compliance with this agreement, agree(s) to be bound by the guarantee and agree(s) to sign the guarantee.

#### Explanations and Meaning

##### 40 Meaning – General

- a) The expression "Accelerate" means call up or ask for immediate payment of any amount before it would otherwise be due under this agreement. If we accelerate payment you must pay straight away. "Accession" means goods that are affixed (attached) to other goods. "At risk" has the meaning set out in sub-paragraph (b) of this paragraph 40. "Borrowers" or "you" means the person(s) shown as borrower(s) and co-borrower(s) if any in the disclosure statement and includes their/your executors, administrators and successors in title – the people who may take over your rights and obligations if you die or if you cannot pay your debts. "Calculate" means to work out or to decide an amount following certain rules. "Collateral" means the goods and any other personal property described in the disclosure statement in the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS Security Interest**" in the "**Personal Property – Collateral**" section and includes an interest in such goods or other personal property. "Consumer goods" means goods that are used or acquired for use primarily for personal, domestic, or household purposes – goods that are not mostly used in business or investment. "Default" under this agreement means that you do something you have agreed not to do or you fail to do something you have agreed to do. "Default Fees" and "Default interest" are as listed and described under "Default interest charges and default fees" in the disclosure statement. "Financial default" means that you have failed to pay an instalment or other amount when due. "Guarantor" means the person shown as guarantor in this agreement and the associated guarantee and includes his or her executors, administrators and successors in title. "Initial Unpaid Balance" is the amount you owe at the date of this agreement and it is further detailed in the CREDIT DETAILS of the disclosure statement. "Instalment" means a payment you must make regularly, usually on the same day of each week, fortnight or month. "Land" includes an interest in land. "Land to be mortgaged" means the land shown in the disclosure statement in the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**", "Real Property - The Land to be Mortgaged" section. "Legal paper" means a document or a notice or other written paperwork about this agreement. "Lender" or "we" or any similar pronoun is the person lending the money and the expression includes its employees and agents and any person to whom the lender assigns its rights under this agreement or who otherwise takes over the lender's rights. "Liability" means something you must do or an amount you must pay. If you are liable to do something or pay anything, it means you are responsible for doing or paying – you must do the thing or pay the amount. "Motor Vehicle" has the meaning given in

section 57 of the PPSA. "Obligation" means something that you must do or that must not do. "Person" and pronouns such as "anyone" or "somebody" include a body corporate (such as a company) and an unincorporated body (such as a partnership or trust). "PPSA" is the Personal Property Securities Act 1999. "Principal" is the initial unpaid balance before interest is charged and it is the unpaid balance on which interest is charged. When we charge interest and fees to your account they become part of principal. "Repossess" includes the meaning "seize on your default whether or not for the first time". "Unpaid balance" means the amount owing under this agreement at a particular time, being the difference between all amounts credited and all amounts debited to you under this agreement at that time. "Workman's lien" means the type of charge that a workman has on somebody else's goods when he does work on the goods. The workman may keep the goods until he is paid for the work and if he is not paid he may sell them. A mechanic will have a workman's lien on your car if he does work on it at his garage. Any expression not described or defined in this agreement shall have the meaning (if any) given to it in the Credit Contracts and Consumer Finance Act 2003 unless the context requires otherwise. Unless the context prevents it, the singular shall include the plural and vice versa and one gender includes others to the effect that, for example, "he" includes "they", "she" and "it".

b) The expression "at risk" has same meaning as defined in section 83E(2) of the Credit Contracts and Consumer Finance Act 2003. If goods are collateral must not

- I. destroy them (break them up),
- II. damage them (spoil or harm them),
- III. endanger them (put them in danger),
- IV. disassemble them (take them to pieces),
- V. remove them (move them from where you must keep them),
- VI. conceal them (hide them from us),
- VII. sell them or give them away to anyone else.

Nor may you allow any of those things to happen. If we reasonably suspect that you have done any of those things or allowed any of them to happen the goods will be at risk.

**41 Complaints.** If you are not satisfied with the service you have received from us you should contact Admiral Finance Limited. 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 email or in writing to the Managing Director at Admiral Finance Limited on 0800 200 269. We are a member of an independent dispute resolution scheme operated by the Insurance & Financial Services Ombudsman Scheme Inc ("IFSO") 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 the IFSO by emailing [info@ifso.nz](mailto:info@ifso.nz) or calling IFSO on 0800 888 202. Full details of how to access the IFSO scheme can be obtained on their website [www.ifso.nz](http://www.ifso.nz). There is no cost to you to use the services of IFSO.

## Admiral Finance Limited

As the security to be taken may include land or present and after acquired personal property or both and if a proposed guarantor is taking on obligations for the loan applicant/borrower, both the loan applicant/borrower and the proposed guarantor are advised to obtain independent legal advice before signing the loan agreement and the guarantee.

### Acknowledgement and Agreement of Guarantor(s) and Borrower(s)

(If there is no Guarantor, it applies only to the borrower(s))

- 1 **I understand that by signing the loan and security agreement or guarantee I become liable for repayment of the loan in full.** If I am borrower I must make all the payments. If I am a guarantor I know that if the borrower does not pay I have to pay. As guarantor I have to do everything the borrower must do if he does not do it. **I have read the agreement and guarantee or I have been given enough time and the opportunity to read it/them before signing.**
- 2 I have been advised to obtain **independent legal advice** as to what I must do and what rights the lender has in this agreement. That means I should talk to a lawyer about this agreement. I should talk to a lawyer who is independent. That means a lawyer who is not advising any other borrower or guarantor or anyone else who receives the money. I have been asked to take the time to obtain advice before signing the loan agreement or guarantee. **If I am a guarantor I am particularly asked to note this advice before signing any guarantee.**
- 3 I promise to the lender that **I have the financial ability to pay any instalments due under the loan agreement** and to make the final payment OR if I cannot make the payments, I am prepared to lose the property I provide as security. **I have thought about this carefully.**
- 4 I understand that I am being asked to grant a power of attorney to the lender which the lender may use to protect its rights under the agreement. That means the lender may sign in my name as if the lender was me. If I am agreeing to give security over land, the lender may use that power to register a mortgage over land to itself. **If I am a guarantor I am also particularly asked to note this.**
- 5 **I acknowledge that I must advise the lender of any change of address, landline telephone or mobile telephone number prior to making a change.**
- 6 I understand that if I provide collateral (e.g. a car or other goods or company shares or present and future personal property) as security I could lose them. That means that if I or any other borrower or guarantor do not pay, that car or goods or other collateral may be;
  - a) Repossessed by the lender (if the lender does not already hold it)
  - b) Seized by court officers after judgmentand sold to pay the debt. **If I am a guarantor I am also particularly asked to note this.**
- 7 I understand **the collateral must not be sold, swapped or ownership transferred to another person or offered as collateral to another bank or finance company without the lender's prior consent in writing.** I know I must keep any motor vehicle collateral registered and warranted and fully insured at all times and maintained in good condition. **If I am a guarantor I am also particularly asked to note this.**
- 8 I acknowledge that **the borrower and any guarantors all must pay the unpaid balance.** This means the lender may claim the unpaid balance from one of us or all of us. **Also if I am guarantor I know I must do all the other things that the borrower must do as well as pay. I must not do the same things that the borrower must not do.**
- 9 **I understand that if I provide land as security, the lender may lodge a caveat against the title to that land.** That means I could not mortgage my own land unless the lender agreed. The lender may also register a mortgage and may sell that land if I or any other borrower or guarantor do not pay the unpaid balance. **If I am a guarantor I am also particularly asked to note this.**

I have had time to obtain advice but have voluntarily chosen not to do so or I have taken independent legal advice.

DebtorSignature

## ANNEX A to Loan and Security Deed

<b>Contract No.:</b>
----------------------

**Dated:**

### PAYMENT PROTECTION PLAN (PAYMENT WAIVER)

This Payment Protection Plan (Plan), the schedules forming part of the plan and the loan and security deed, shall be read together as one deed and any word or expression to which a specific meaning has been attached in any part of the plan, schedule or loan deed shall bear specific meaning wherever it may appear.

This plan may be issued by ADMIRAL FINANCE LIMITED (the Company) or its agents on its behalf and the Company reserves the right to assign this plan to any third party to carry out any work on the Company's behalf arising from this plan.

NOW THIS POLICY DOCUMENT WITNESSES that in consideration of the payment of the premium stated to ADMIRAL FINANCE LIMITED (the company) by or on behalf of the borrower/purchaser the Company agrees, subject to the terms, exceptions and conditions contained herein or endorsed hereon are annexed hereto which are to be taken as part of this plan, that if during the period of this deed any event provided for in this Payment Protection Plan shall happen to the covered person(s), who shall thereby suffer any of the results described in Schedule B of this contract, then the Company will reduce (remit) the sum repayable by the borrower/purchaser, or in the case of death, by his executors or administrators, by the sum specified in Schedule B of this contract.

**SCHEDULE A**

**Agent: Admiral Finance Ltd**

<b>THE COVERED PARTY</b>		
<b>Details of Finance</b>	Principal Advanced:	Installments:
	Finance Period:	Start Date:
<b>Cover Required</b>		Total Covered Persons: Premium:

**SCHEDULE B**

<b>COVERED EVENT</b>	<b>DEATH</b>	The death of the Covered Person(s) prior to such person's 65 <sup>th</sup> birthday.
<b>BENEFIT</b>		Outstanding instalments as at date of death excluding any arrears, and less any rebateable amounts in accordance with the contract.
<b>COVERED EVENT</b>	<b>ILLNESS</b>	Any illness of the Covered Person(s) which shall result in the Covered Person(s) being totally disabled from engaging in or attending to his usual business or occupation or an equivalent business or occupation for which he is reasonably occupied prior to such person's 65 <sup>th</sup> birthday.
<b>BENEFIT</b>		Installments excluding arrears calculated on a daily basis for the period of disablement, provided that the Company shall not be liable for the first 7 days of such disablement.
<b>COVERED EVENT</b>	<b>ACCIDENT</b>	The bodily injury of the Covered Person(s) caused solely and directly by violent accidental external and visible means which injuries shall independently of any other cause result in the Covered Person(s) being totally disabled from engaging in or attending to his usual business or occupation or an equivalent business or occupation for which he is reasonably occupied prior to such person's 65 <sup>th</sup> birthday.
<b>BENEFIT</b>		Installments excluding arrears calculated on a daily basis for the period of disablement, provided that the Company shall not be liable for the first 7 days of such disablement.
<b>COVERED EVENT</b>	<b>REDUNDANCY</b>	REDUNDANCY COVER IS OPTIONAL. PLEASE REFER TO THE PAYMENT PROTECTION PLAN SCHEDULE. The Covered Persons being made redundant prior to such person's 63 <sup>rd</sup> birthday.
<b>BENEFIT</b>		Installments, excluding arrears, calculated on a daily basis for the period during which the Covered Person(s) remains unemployed following redundancy, provided that the Company shall not be liable for the first twenty days plus statutory holidays of any period of employment. Compensation shall be limited to 150 days thereafter and is subject to the limitation of liability as set out in Condition 5.

**DECLARATION:** I declare that I am not suffering from any illness or physical defect which would give rise to incapacity during the period of this deed. I also declare that I am not aware of any pending redundancy action or threatened redundancy prior to the commencement of this deed. I declare and warrant the truth of the foregoing statements and agree to accept the terms, conditions and exceptions of this deed. I authorise any Doctor or Hospital to divulge any information regarding myself as may be required by **ADMIRAL FINANCE LIMITED** or its agent in the event of a claim. I authorise the disclosure of personal information held by other parties regarding any previous insurance's relevant to this contract. I agree to **ADMIRAL FINANCE LIMITED** or its agent disclosing to other parties personal information regarding this contract. I acknowledge that it is a condition of this plan that the Consumer Guarantees Act 1993 will not apply to any goods or services required for business purposes.

Covered Party's Signature(s):

1 DEFINITIONS

Wherever used herein the following words and expressions shall unless the context otherwise requires have the meanings respectively assigned to them. Headings are for convenience of reference only and shall not affect the interpretation. Words embodying the masculine gender shall include the feminine gender and vice versa.

“Amount Payable” means the BENEFIT to which the covered person becomes entitled and is the amount by which the instalments due to the Company from the borrower shall be reduced (by crediting the borrower’s/purchaser’s loan account). Payments being made/to be made by the Company refers to the amount by which the sum repayable has been or shall be reduced.

“Amount to be Repaid” means the total Amount Repayable under the Loan Contract less all Weekly Instalments paid or which should have been paid and all rebateable amounts in accordance with the terms of the Loan Contract.

“Full-time Employment” means working for salary, wages, commission, compensation, fees or employment income for a minimum of 30 hours a week. Such expression shall not apply to self-employed persons or working directors.

“HIV” means the Human Immunodeficiency Virus, the causative agent for the Acquired Immunodeficiency Syndrome (AIDS) and its related syndromes Lymphadenopathy Syndrome (LAS) and AIDS related Complex (ARC).

“Covered Event” means the event so described in this Plan as being the event upon which the Benefit becomes due to the borrower under this Credit Contract Indemnity Cover.

“Loan Contract” means any Loan Contract or Hire Purchase contract between the Finance Company and the Covered Person(s) under which the weekly instalments payable by the Borrower/Purchaser (apart from any deposit or other amount to be repaid or credited at the time when the Loan Contract was entered into) are payable by equal weekly instalment (equal weekly instalments means instalment where there is no variation of amount to be repaid of more than 10% between any instalment or instalments).

“Weekly Instalments” means the amount of the weekly instalments stated on the loan contract and specified in the schedule.

“Principal Sum Advanced” means the total amount advanced as stated in the Loan Contract before interest charges are added, such amount being as specified in the schedule.

“Redundant” or “Redundancy” means an excess of manpower resulting from the mechanisation, rationalisation, or decrease of business activity, including the closing down of an enterprise or changes in plant, methods, materials or products or reorganisation or other like course requiring a permanent reduction in the number of workers employed on other than a casual, temporary or season basis, and the remuneration of the Covered Person(s) from his employer thereby ceasing.

“Covered Person(s)” means the person(s) named in the schedule who is/are a party to this Loan Contract either as borrower(s), guarantor(s) or both, indemnified under this Credit Contract Indemnity Cover.

“Commencement Day of Cover” means the date on which the Loan Contract becomes effective.

“This Plan” means this Payment Protection Plan (Credit Contract Indemnity Cover), including the schedules, conditions and endorsements (if any) thereon. The provision of this indemnity is made in respect of performance of obligations of the of the Indemnified Person under a Loan Contract.

“The Schedules” means the Schedules included with this Plan and any Endorsements thereon.

“Threatened Redundancy” means when notice has been given by the Covered Person(s)’s employer of his intention to make some or all of his employees Redundant.

2 CLAIMS

(i) Notice of Claim

Notice of claim must be given by the Covered Person(s) or his representative to the Company or its authorised agent as soon as possible but in any case within 28 days of the happening of the Covered Event by adopting one of the following procedures:-

- 1 Telephone Admiral Finance Limited at Christchurch, Phone (0800) 200-269 or Fax (0800) 400-269.
2 Write to Admiral Finance Limited, P.O. Box 36606, Christchurch, or its agent requesting a claim form.

(ii) Proof of Claim

- a) The Covered Person(s) or his Representative shall furnish the Company all proof of the Claim including such medical evidence as the Company may reasonably require from time to time to enable the Company to deal with the claim, such proof and evidence being provided at the expense of the Covered Person(s).
b) The Covered Person(s) shall as soon as possible after the happening of the Covered Events of Illness or Accident in respect of which a claim is made obtain and follow the advice from an independent registered Medical Practitioner.
c) The Covered Person(s) shall in respect of an Illness or Accident claim submit to such medical examination(s), if any, as the Company may from time to time require such examination(s) being carried out by Medical Practitioner(s) appointed by the Company and at the expense of the Company. The Company may at its sole discretion decline any liability under this Plan if the Covered Person(s) fails or refuses to attend such medical examination(s) and/or knowingly supplies incorrect or misleading information to such Medical Practitioner(s).
d) The Company shall in the case of the death of the Covered Person(s) be entitled to have a postmortem examination held at its own expense.
e) In the case of a Claim for Redundancy the Covered Person(s) shall produce written evidence from the employer who officially notified him that his job has become Redundant together with written evidence that he has registered with the New Zealand Employment Services seeking a new position, and shall continue to provide such written evidence monthly from the New Zealand Employment Services until he commences other work or the Indemnity provided herein is exhausted, which ever occurs first.

(iii) Settlement of Claims

- Upon receiving proof to its satisfaction of
a) The happening of the Covered Event
b) The age of the Covered Person(s).

the Company shall credit the account of the borrower (being the benefit under the terms of this Plan) with the amount to be remitted in accordance with Schedule B of this contract.

If, while the Company is already remitting sums under the terms of this contract in respect of one of the Covered Person(s) for any one of those same Covered Events of Accident, Illness or Redundancy and any one of those same covered events happens to another party covered under this contract, the Company shall be liable only once for the amount to be remitted for which it is already taking action.

3 EXCLUSIONS

GENERAL (ALL COVERED PERSON(S) EVENTS)

No Benefit shall be due

- (i) In respect of any Event attributable wholly or in part to any physical disability or condition of the Covered Party(s) which existed prior to the inception of this Plan. Further if the result of any Event shall be aggravated or prolonged by any physical disability or condition which existed prior to the inception of

this Plan the amount of Benefit to be credited in respect of such result shall be an amount which it is reasonably considered would have been due if such Event had not been so aggravated or prolonged. Arising from air travel other than as a fare paying or ticket holding passenger in an aircraft fully licensed for the carriage of passengers for hire or reward and operated by a regular airline or established charter service.

- (iii) Arising from the Covered Person(s) engaging in parachuting, hand-gliding or competitive motor sport of any kind.

- (iv) Arising from illness due wholly or partly to HIV, AIDS, LAS, ARC, or Venereal Disease.

- (v) Pandemic: There is no cover for any claim attributable either wholly or in part to avian influenza, or any other virus or disease that is declared to be an outbreak or epidemic by the World Health Organisation, or the New Zealand Government.

COVERED EVENT – DEATH

No Benefit shall be due

- (i) If the Covered Person(s) dies by his own hand, whether sane or insane, within 10 months of the Commencement Date of Cover.
(ii) Arising from any preexisting physical defect or infirmity or disease or illness existing prior to the Commencement Date of Cover unless covered in a preexisting and concurrent Loan Contract and Payment Protection Plan and full disclosure has been made when seeking cover for this contract.

COVERED EVENTS – ILLNESS, ACCIDENT

No Benefit shall be due

On the happening of either of these Covered Events arising from

- a) the Covered Person(s) attempted suicide
b) pregnancy or childbirth
c) the Covered Person(s) person being under the influence of intoxicating liquor, narcotics or drugs, provided that this exclusion (i) c) does not apply in respect of any drug taken on the advice of, or administered by a Medical Practitioner.
(ii) Resulting from the Covered Person(s) person taking part in rugby union, rugby league and football or a criminal act.
(iii) On the happening of any illness due wholly or in part to psychiatric or psychological illness (including mental stress) or venereal disease.
(iv) For any illness or injury which the Covered Person(s) has suffered or been treated for within 6 months immediately preceding the Commencement Date of Cover and which requires treatment within 6 months after the Commencement Date of this or prior concurrent Cover unless covered in a preexisting and concurrent Loan Contract and Payment Protection Plan and full disclosure has been made when seeking cover for this contract.

COVERED EVENT – REDUNDANCY

- (i) No Benefit shall be due on the happening of this Covered Event in the following circumstances:

- a) The Covered Person(s)’s status, title, job description or occupation having been reasonably changed by the Covered Person(s)’s employer and such change being unacceptable to the Covered Person(s), the Covered Person(s) then being made Redundant; the said employer being the employer who gave notice of Redundancy to the Covered Person(s).
b) Redundancy or Threatened Redundancy of which the Covered Person(s) knew or should have known at the Commencement Date of Cover.
c) Redundancy occurring outside New Zealand.
d) Redundancy due to cessation of a season where the work is of a seasonal nature (e.g. including but not restricted to fruit picking, shearing, working in a freezing works) or where the work is for a contractual period.
e) Redundancy occurring within 30 days of the Commencement Date of Cover.
f) War, invasion, act of foreign enemy hostilities (whether war being declared or not), civil war, rebellion, revolution or insurrection, or military or usurped power, nuclear weapons material, ionising, radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste.
g) There shall be no benefit due in respect of this Covered Event happening to a Covered Person(s) who is self-employed or a working director.

4 TERMINATION OF COVER

- (i) Cover on the Covered Person(s) shall automatically terminate on the earlier of
(a) His 65<sup>th</sup> birthday in respect of the Covered Events of Death, Illness or Accident.
(b) His 63<sup>rd</sup> birthday in respect of the Covered Event of Redundancy.
(c) The expiry of the Loan Contract.
(d) The total repayment of the balance under the Loan Contract.
(e) Any goods forming all or part of the subject of the Loan Contract being repossessed.
(f) This Plan being cancelled by the Covered Person(s) or the Company.

5 LIMITATION OF LIABILITY UNDER THIS PLAN

- (i) The maximum total aggregate liability of the Company under all Payment Protection Plans for any one Covered Person(s) shall be the lesser of the amount to be repaid or \$30,000.
(ii) If while the Company is making claim payments in respect of a Covered Event and one of the other Covered Events of Illness, Accident or Redundancy happen to the Covered Person(s), the Company shall be liable only for the Benefit for which it is already making payment.
(iii) The period of cover under this Plan shall be calculated from the Commencement Date of Cover and shall not exceed five years.
(iv) The Company shall not be liable under this Plan should it be established that the Covered Person(s) was aged 65 years or more at the Commencement Date of Cover.
(v) The Benefit in respect of any one redundancy shall not exceed the sum of \$10,000 or the Benefit calculated on the daily basis for the first 170 days of Redundancy (less the first 20 days of such Redundancy) which ever is the lesser provided the Covered Person(s) has been engaged in full-time Employment for at least 12 consecutive months with one employer immediately prior to the date on which the Covered Person(s)’s Redundancy took effect as notified by his employer, or if such employee shall have been with two employers then the Covered Person(s) shall have worked for at least 14 of the previous 15 months prior to the Redundancy and for the latter employer at least 7 months at the same time of the Redundancy.
(vi) There shall however be a 50% benefit payable if the covered person has been in full-time employment for more than eight months but less than twelve months at the time of the Redundancy.
(vii) If there are more than one Covered Person(s) named in the Schedule or if more than one Payment Protection Plan has been issued to different Covered Person(s) in respect of the same Loan Contract, then
(a) The Benefit Due for death shall be paid only once, such payment being made in respect of the first of the Covered Person(s) to die and for whom the Company has admitted liability. Upon the said Benefit being made all other covers provided in respect of that Loan Contract will automatically terminate.
(b) If while the Company is making claim payments in respect of one of the Covered Person(s) for any one of the Covered Events of Accident, Illness or Redundancy and any one of the same Covered Events happen to another Covered Person(s), the Company shall be liable only once for the Benefit Due for which it is already making payment.

- (vii) Only one Payment Protection Plan can be issued in respect of any one Loan Contract to any one Covered Person. In the event of two or more such Plans being issued the Company's liability in respect of the additional Plans shall be confined absolutely to the return of premium paid.

## 6 GENERAL

### (i) Currency

All monetary amounts referred to in this Plan are expressed and payable in New Zealand currency.

### (ii) Disappearance of the Covered Person(s)

Death shall not in any way be presumed by the disappearance of the Covered Person(s) except in the event of the total loss of the ship or aircraft on which such Covered Person(s) was travelling.

### (iii) Cancellations

- a) The Covered Person(s) may at any time cancel this Plan by giving seven days notice in writing to the Company or its Agent. After such cancellation, the Company will refund to the Purchaser/Borrower the unexpired portion of the premium on a pro-rata basis less any administration fee retained by the Company. **PLEASE NOTE:** No refund will be made if a claim on this Plan has already been made.
- b) The Company may at any time cancel this Plan by giving seven days notice in writing to the Covered Person(s). Rebates are calculated in accordance with **d)** below.
- c) The cancellation envisaged in clauses 6(iii) (a) and (b) above shall be effective as from 4pm on the seventh day after posting or personal delivery of the notice of cancellation to the other party at its last known address.
- d) Should the debt be repaid prior to the expiry of the term of the Contract (by refinancing or otherwise) a rebate will be provided. Should this occur the company will provide a partial refund of the waiver fee to you. The refund will be calculated using the following formula: **Rebate= (P x S x (S + 1)) / (T x (T + 1))** where **P** is the amount of the waiver fee, **S** is the number of whole months in the unexpired portion of the period for which the waiver was agreed to be provided, and **T** is the number of whole months for which the waiver was agreed to be provided.

### (iv) Conditions Precedent

The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Plan by the Covered Person(s) insofar as they relate to anything to be done or complied with by the Covered Person(s) and the truth of the statements and answers in any claim form or in any statement in support

of a claim shall be conditions precedent to any liability of the Company to give any Benefit under this Plan.

### (v) Jurisdiction

This Plan shall in all respects, be governed by and interpreted according to the law of New Zealand.

### (vi) Arbitration

If any differences shall arise as to the amount to be paid under this Plan (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.

### (vii) Credit Contract

This Plan is part of the secured Loan/Hire Purchase Agreement and is not a contract of Insurance coming under the Insurance Ratings and Inspections Act 1994 or any reenactment thereof.

### Pursuant to the PRIVACY ACT 2020 the following is brought to your attention:

- (i) This proposal collects personal information about you.
- (ii) This information is collected to evaluate the cover you seek.
- (iii) The intended recipient of the information is the Company or such agents that it might appoint from time to time to carry out its obligations and act on its behalf under this plan.
- (iv) The information being collected by the Company or the retailer as agent named above, is held by at the offices of the Company of P.O. Box 36606, Christchurch.
- (v) The collection of this information is required pursuant to a common law duty to disclose all material facts relevant to the cover sought and is mandatory.
- (vi) The failure to provide this information may result in your application for cover being declined or your cover being void from the beginning.
- (vii) You have rights of access to, and correction of this information, subject to the provisions of the Privacy Act 2020.



# Deed of Guarantee

Name of The Lender **Admiral Finance Ltd** (“the lender” or “we”)

### Total Advances

You the guarantor have asked the lender to lend money to the borrower. The money to be lent is the initial unpaid balance referred to in the disclosure section of the attached loan agreement (“the loan agreement”) and any other money the lender lends to the borrower under the loan agreement. You wish the lender to lend to the borrower upon the terms contained in the loan agreement. Now in exchange for the lender lending to the borrower the initial unpaid balance and any subsequent advances you agree with the lender as follows:

1. **Meaning.** In this guarantee words and expressions have the same meaning as they have in the loan agreement. However, “Anyone else” means any borrower under the loan agreement or another guarantor of the borrower’s obligations under the loan agreement or one or more of them. “Disclosure statement” means the disclosure statement in the loan agreement. “Guaranteed money” means the unpaid balance under the loan agreement. “Due and payable” means “must be paid now”.
2. **Words of example or inclusion are not words of limitation or exclusion.** In this guarantee we sometimes give an example of how a rule or statement may apply or an example of a possible meaning of a word. Our giving of that example does not mean that the rule or statement or word has to be interpreted or explained in the same manner as is the example. If we say a word includes a meaning, that word may have other meanings as well).
3. **Guarantee.** In exchange for the lender agreeing to make the loan, you guarantee that the borrower will:
  - a) Pay all amounts due under the loan agreement when they are due and payable and
  - b) Do everything the borrower must do
  - c) Refrain from doing what the borrower must not do.
4. **If the borrower does not pay then you must do so.** If the borrower does not pay any amount when it is due and payable the lender may demand that amount from you and you must pay it immediately. If you do not pay the amount demanded the lender may sue you for the money or may enforce any security interest in collateral or mortgage of land which you have given to the lender.
5. **You are deemed to be principal debtor.** You are also liable under this guarantee as if you are the principal debtor and the obligations of and promises made by the borrower as set out in the loan agreement apply to you as if you were the borrower. The lender may demand the guaranteed money from you when it is due and payable even if it does not demand that money from the borrower. You are not excused from paying any amount or from doing anything even if something happens which otherwise might release you from your obligation as a guarantor or might limit that obligation. For example your obligation is not changed and you must still pay if:
  - a) the lender does not enforce, or delays enforcement of, any right or power against you or anyone else
  - b) the lender releases or partly releases anyone else from obligations under the loan agreement or a guarantee (including this guarantee) or releases or discharges any security interest granted by anyone else.
  - c) anyone else becomes bankrupt or becomes subject to any arrangement under the Insolvency Act 2006 whereby they do not have to pay some or all of the guaranteed money
  - d) the lender does not obtain a security interest over property from anyone else or anything occurs which makes any security interest from anyone else less effective or ineffective
  - e) the lender varies or changes any security interest
  - f) The lender allows anyone else more time to pay or gives a waiver or a concession to anyone else
  - g) anyone else does not sign the loan agreement or any guarantee or is not liable under either of them for any reason.
6. **Everything you have told the lender must be true.** You promise that all information provided by you or on your behalf to enable us to decide whether or not to lend to the borrower is true and correct and if it is not true and correct we may accelerate payment of the unpaid balance of the loan and you must pay forthwith (straight away) on such demand.
7. **Your liability is joint and several with any other guarantor.** If more than one person signs this guarantee you are jointly and severally liable with that or those other person(s) and the lender may claim against you on your own or against all or any of you.
8. **Rights of Subrogation Indemnity and Contribution limited.** If you pay the lender any money under this guarantee you must not claim any part of that money from anyone else, or his estate if he is dead or from the Official Assignee if he is bankrupt (or from the liquidator if the potential recipient of the claim is a company in liquidation) until the lender has received payment of the guaranteed money in full and all the borrower’s obligations under the loan agreement have been performed. The lender must be paid in full before you may claim back from a borrower or another guarantor any money you have paid to the lender.
9. **This guarantee may be enforced by an assignee.** The lender may give or assign its rights under the loan agreement and this guarantee to somebody else (“assignee”). If the lender does so, the assignee may enforce this guarantee (including the power of attorney) against you.
10. **You grant security interest in collateral.** If you own any collateral (see **paragraph 40** of the loan agreement) then this **paragraph 10** also applies to you.
  - a) You grant to the lender a security interest over that collateral. That means your goods (such as a motor car) and other property shown as collateral in the disclosure statement are security for payment of the guaranteed money.
  - b) The security interest is to secure payment to the lender of the guaranteed money and also to secure your performance of all other terms of this guarantee. For example if you default in paying the guaranteed money when the lender demands it, the lender may seize certain collateral (for example, repossess your goods) and sell it to pay the guaranteed money. See **paragraph 12** of this guarantee.
  - c) If you default the lender may also apply to the Court for an order that any or all of your collateral be seized and sold.
  - d) The collateral may be all your present and after acquired personal property (excluding consumer goods which are not specifically identified).
  - e) You promise to the lender that nobody else has the right to repossess and sell the collateral and nobody else owns it unless you have told the lender in writing before you signed this guarantee.
  - f) In addition to **paragraph 5** of this guarantee the provisions of the loan agreement relating to or in connection with security over collateral shall apply to the security interest granted by the guarantor.
  - g) You may not grant a security interest in collateral to any other person until the guaranteed money is paid in full and if you do the lender may demand you pay it the unpaid balance and must pay the lender straight away.
11. **Agreement to mortgage land.** If you own any land described in the “**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**” **Real Property** section of the disclosure statement this **paragraph 11** applies to you
  - a) You must sign in favour of the lender and at the cost of the borrowers a registrable mortgage over that land.
  - b) **If you default the lender may sell your land.** The mortgage of the land is to secure payment to the lender of the guaranteed money and also to secure the performance of all other terms of this agreement and of any associated loan agreement. If you do not pay the guaranteed money when the lender demands it or you fail to do other things you must do under this guarantee, the lender may sell the land to pay the guaranteed money.
  - c) The mortgage shall be in an all obligations form published by the Auckland District Law Society Incorporated so as to incorporate memorandum number **2018/4346** or, at the lender’s option, any form to the same or similar effect more recently published by the Society and required by the lender. The terms of that memorandum shall be incorporated into this guarantee.
  - d) The priority figure for the purposes of section 92(1) of the Property Law Act 2007 shall be (a) twice the total amount of payments shown in the PAYMENTS section of the disclosure statement plus interest or (b) twice the total advances plus \$50,000 plus interest whichever is the greater. If you grant a mortgage to someone else after the lender registers its mortgage, the lender’s mortgage will have priority over that later mortgage up to the larger amount of (a) and (b).
  - e) You charge your land as set out in this **paragraph 11** and in addition to **paragraph 5** of this guarantee the provisions of the loan agreement relating to or in connection with security over land shall apply to the security interest which you give to us.

12. **The Lender may repossess personal property on default.** If you default under this guarantee **paragraph 33** of the loan agreement will apply and we will have the same rights and powers and you will have the same obligations and liabilities as if that paragraph were set out here in full.
13. **You give the lender your power of attorney.** So that the lender may more effectively obtain the benefits under this guarantee, you irrevocably appoint the lender and any one manager or director of the lender severally to be the your attorney so that:
- The attorney may do anything which you agree to do and
  - The attorney may do anything and to sign any document which the attorney thinks helpful to ensure the lender is paid the guaranteed money and otherwise to protect the interests of the lender under this guarantee. For example, the attorney may sign any document on your behalf so as to:
    - grant and register a mortgage under the Land Transfer Act 1952, if you have agreed to mortgage land or
    - transfer ownership of or take or transfer possession of negotiable instruments, of chattel paper, of negotiable documents of title and of investment securities and the attorney may request and obtain from any share registry, custodial service, securities depository or clearing house any shareholder number (including a common shareholder number) Faster Identification Number or other number allocated to you and necessary for dealing with company shares and (by way of example) may sign any request to cancel FIN numbers as security for a loan.
    - operate and draw on any bank account.
  - The attorney you appoint may appoint in place of that attorney another attorney or attorneys to exercise any or all of the powers and authorities you are now granting and from time to time the attorney you appoint may revoke any such appointment and appoint any further one or more attorneys in place of such other attorney(s).
  - This power of attorney shall continue in effect until the guaranteed money has been paid to the lender in full and continues after judgement. That last sentence means the attorney may continue to sign on your behalf until all the unpaid balance is paid even if the lender has judgment against you.
  - You ratify anything done by an attorney under this power. In advance you confirm everything that the attorney does.
  - You further indemnify any person acting in reliance upon the power. If anybody makes a claim against an attorney over something the attorney does as your attorney, you must compensate the attorney for the amount of that claim.
14. **You must pay the lender any money it receives from somebody else which it has to repay. If**
- somebody other than you pays any amount due under this guarantee and
  - that other person becomes bankrupt or goes into liquidation and
  - the Official Assignee ("OA") cancels the payment as an insolvent transaction under section 194 of the Insolvency Act 2006 or the liquidator sets aside the payment as an insolvent transaction under section 292 of the Companies Act 1993 or the transaction is otherwise set aside as a voidable preference, then
- The lender may repay that sum to the OA or the liquidator and upon demand you must pay the lender that sum plus interest from the date it pays the OA or the liquidator. You must pay the lender even if you believe that the lender should have tried to avoid paying the money back or disputed payment in some way.
15. **Some parts of the PPSA do not apply and you waive your right to a verification statement.** You waive your right to receive a verification statement following registration of any security interest. This means that when the lender registers its security interest against collateral, it does not need to provide you with a copy of the statement that the Personal Property Securities Registry then sends to the lender-about the registration.
16. **You must pay the lender's costs of enforcement and attempted enforcement.** If you default under this guarantee (for example if you fail to pay the guaranteed sum on demand) you must pay the lender all its actual costs of trying to recover any money or otherwise enforcing this guarantee. Costs the lender may recover are listed in the default fees set out in the disclosure statement. If the lender obtains judgment or an order against you, interest at its default rate shall continue after judgment.
17. **How the lender gives you documents and communicates with you.** If the lender wishes to give anything to you in writing then **paragraph 5** of the loan agreement shall apply to service on you as if you were the borrower.

The guarantor acknowledges receipt of a copy of the loan agreement including the disclosure statement and of this guarantee.

Signed by the guarantor in the presence of:

X \_\_\_\_\_

Guarantor sign (1)

X \_\_\_\_\_

Guarantor sign (2)

X \_\_\_\_\_

Guarantor sign (3)

\_\_\_\_\_ Day of

Date

X \_\_\_\_\_

Signature of witness

\_\_\_\_\_

Name of Witness

\_\_\_\_\_

Occupation of witness

\_\_\_\_\_

Address of witness



**Loan Disbursements**

I authorise and request that the loan be disbursed as follows:

<b>Payee</b>	<b>Account Details</b>	<b>Amount</b>
Disbursements		

<b>Total Disbursement</b>	
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**Declaration and Consent from Applicant/s and/or Guarantor**

1. You agree that these terms will apply to your application for finance from Admiral Finance Limited ("Admiral Finance") and QuickLoans (part of Admiral Finance).
2. Admiral Finance is collecting personal information about you in your online application for finance. The information is being collected for the purposes set out in paragraph 4 below and will be held by Admiral Finance at its head office 45 Mandeville Street, Riccarton, Christchurch. We may not receive or give out information for any purpose other than those listed in paragraph 4.
3. If you do not provide all or any part of the information requested on the application form your application for finance may be declined.
4. The information is being collected for all or any of the following purposes:
  - (a) To decide whether or not to grant a loan,
  - (b) Administering the loan,
  - (c) Enforcing payment and other legal obligations owed by you to Admiral Finance,
  - (d) Verifying your identity as may be required from time to time by the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and regulations,
  - (e) To offer you further finance,
  - (f) Advising you of other products and services offered by Admiral Finance and its associated and related companies, successors and assigns.
5. The intended recipients of the information are Admiral Finance, other providers of credit, finance brokers, insurance companies, credit reporting agencies (e.g. Equifax, Centrix and illion) debt collection agencies, research firms and direct marketing firms engaged by Admiral Finance from time to time. We may also supply information about the guarantor to the borrower and about the borrower to the guarantor.
6. You authorise the collection and release at any time of any information necessary for or relevant to the purposes set out in paragraph 4 above (including a credit or fraud check) from and to any person deemed necessary by Admiral Finance. You are entitled to request access to, and (if required) correction of, any personal information held about you by Admiral Finance.
7. You acknowledge and agree that Admiral Finance may supply information to and receive information from your family or other members of your household in connection with the purposes set out in paragraph 4 above. This will typically be the case if Admiral Finance is unable to contact you for any reason.
8. You consent to receiving text messages, emails or other electronic communications from Admiral Finance (or its research and marketing agencies) regarding other products and services offered by it and acknowledge that this information may be sent whether or not you have a current loan with Admiral Finance.
9. You acknowledge that any communications to or from Admiral Finance may be recorded for security and staff training purposes.
10. Without limiting paragraph 6 above, you hereby authorise Admiral Finance to access your personal information from the following agencies and you also authorise the following agencies to release your personal information to Admiral Finance: The persons and organisations referred to in paragraph 5 above, Personal Property Securities Register, Transport Registry Centre (NZ Transport Agency/LTSA) Drivers Licence Database, NZ Transport Agency Motor Vehicle Ownership Register, Ministry of Justice (MOJ) and Land Information New Zealand, Internal Affairs and any other government agencies.
11. You authorise any credit reporting agency to whom we provide information about you to list that information in its systems and use it to provide credit reporting services to its own customers. Admiral Finance Ltd can now collect and provide comprehensive credit information to credit reporters, including information about customer's repayment history. For further information see [www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/](http://www.privacy.org.nz/privacy-act-2020/codes-of-practice/crpc2020/).
12. You also authorise Admiral Finance to regularly monitor your credit record at any credit reporting agency.
13. You acknowledge that provision of your driver licence number (or any other identification numbers) to Admiral Finance is voluntary and that you consent to Admiral Finance disclosing your driver's licence number (or any other identification numbers) to Equifax, Centrix, illion and other third parties in order to process your credit application.
14. You understand that you can access your personal credit information and that if it is incorrect, request that it be corrected. The information can be accessed through by writing to Equifax at Private Bag 92156, Victoria Street, Auckland; or Centrix at PO Box 62512 Greenlane Auckland 1546; or illion at PO Box 9589 Newmarket Auckland 1031.

**Declaration and Consent from Applicant/s and/or Guarantor (continued)**

15. You warrant and undertake as follows:
- (a) the information given in your loan application is correct to the best of your knowledge and belief and that no information has been withheld that might affect Admiral Finance's decision on your loan application.
  - (b) you are not known by any name other than that contained in your loan application and that there are no official documents in NZ or any other country which record any other name or form of name or date of birth for you.
  - (c) you own the goods listed in your loan application including without limitation all goods offered as security for your loan and that no money is owed to any third party in respect of such goods and that all such goods are free of any security interest, charge or other encumbrance (except as disclosed to and agreed by Admiral Finance).
  - (d) You are over the age of 18 years and are not an undischarged bankrupt or liable under any proceedings under the Insolvency Act 2006 and its amendments.
16. You authorise Admiral Finance to have its financial interest noted on your insurance policies for any personal property collateral or land granted as security on any loan with Admiral Finance Ltd.
17. You acknowledge that Admiral Finance use a third-party service provider, Proviso, to obtain bank statement information. To provide this service Proviso uses your banking credentials solely for the purpose of retrieving banking data and returning it to us. By using this service you agree to the terms and conditions of the Proviso service [www.proviso.com.au/terms](http://www.proviso.com.au/terms) and privacy policy [www.proviso.com.au/privacy](http://www.proviso.com.au/privacy). If you do not agree you should not use this service.

DebtorSignature

**Date:**