

Credit Sale Agreement



Part 1 (including initial disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003)	Agreement Date	Date Opened
	Application Number	Application Id
	Account Number	Account Id
Borrower(s) ("You")	Borrower Details	

Guarantor(s)	Guarantor Details
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Full Name and Address of the Creditor:	Geneva Financial Services Limited ("We/Us" or "the Creditor") trading as Geneva Finance. Private Bag 14 923, Panmure, Auckland. You may send notices to us by writing to the above postal address.
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Financial Service Providers Register details	We are registered on the Financial Service Providers Register under the name Geneva Financial Services Limited and our FSP number is FSP303386.
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Credit Sale Agreement:	We agree , at your request, to lend to You the total advances described in the section " Total Advances " and You agree to borrow those advances on the terms and subject to the conditions set out in this Agreement.
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BY SIGNING THIS AGREEMENT YOU:

- agree to pay Us all payments and any credit fees and charges set out in the sections "Credit Details", "Payments" and "Credit Fees and Charges" plus interest and any other amounts that may become payable in accordance with this Agreement in the future: and
- grant Us a security interest in:
 - the goods described in the "Description of Goods" box below and all proceeds, and documents of title in relation to those goods
 - to secure the payment and performance of all of your present and future indebtedness and obligations to Us under this Agreement.
- agree that We can send You notices and other communications relating to this Agreement electronically, including by e-mail or (if We choose to) by other electronic means such as an online portal. This includes any continuing disclosure that We are required to make to You under the Credit Contracts and Consumer Finance Act 2003
- agree that the "Opening Date" of this loan will be the date the loan is "disbursed" as per your instructions under this loan agreement. This date may be different to the date this contract is dated and signed. Consequently, the Opening Date, repayment dates, and maturity date of this loan will be amended in line with the actual Opening Date. Your regular repayment amount as disclosed in this contract assumes that the Opening Date will be as specified below. If the actual Opening date differs, the regular repayment amount may change. However, all interest and or charges payable by you will be as per the agreed loan terms and will only commence from the new Opening Date. All other rights and obligations of the parties under this loan will remain unchanged. As required by CCCFA regulations any changes to these dates and the repayment amount will be communicated to you.

When We refer to "**this Agreement**" We are referring to this Part 1 and Part 2 (General Terms and Conditions). These two documents are to be read together to make up the initial disclosure document, credit contract and security Agreement between You and Us. You acknowledge receipt of both Part 1 and Part 2 (General Terms and Conditions)

DESCRIPTION OF GOODS

Motor vehicle(s) or trailer(s) with named owner(s) specified

Year	Make	Model	Registration	Colour	VIN	Chassis
Year	Make	Model	Registration	Colour	VIN	Chassis

INSURANCE PREMIUM FUNDING

You are required to insure the goods purchased.

As You have elected to include the premium funding option as part of this Agreement the following applies:

Subsequent advances:

These are the amounts to be advanced for the cost of insurance for 12 month periods following the opening date. By signing this agreement You authorise Us to make these payment to your insurer on these dates, unless you cancel this premium funding option. You can cancel this premium funding option at any time by giving notice in writing no less than 30 days before a scheduled opening date. If you give notice of cancellation then:

- all future premium funding advances are cancelled;
- the amount of your repayments will remain the same; and
- the Total Advances and Repayment Term specified below will reduce as will the number and total amount of payments and total amount of interest payable. Until You give notice of cancellation, these amounts and numbers are not ascertainable.

Future Transactions

Credit Sale Agreement



CREDIT DETAILS

Initial unpaid balance:

Opening Balance

(This is the amount You owe Us as at the date of this statement, inclusive of any fees charged by Us).

Opening Transactions

TOTAL ADVANCES

This is the total amount of all advances made or to be made to You:

Total Advances

PAYMENTS

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

Repayment Term

Repayment Term

Repayment Plan (number, amount and frequency of payments):

Pmt Schedule Description

Total amount repayable:

Balance Payable

INTEREST

Annual interest rate:

Interest Rate

(fixed for the whole term of the contract, being Interest Term)

Total interest charges:

Total Interest

(This is the total amount of interest charges payable under this Agreement)

Method of charging interest:

Interest Method

Daily interest rate:

Daily Interest Rate

Interest Free Period:

There is no interest free period under this agreement

CREDIT FEES AND CHARGES

Any 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 this Agreement can be found in Part 2 of this Agreement under the Schedule of Fees and Charges.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security Interest: This is secured credit. If You fail to meet your commitments under this Agreement, We may be entitled to repossess and sell this property. The security provided to Us by this Agreement secures all monies You may owe Us under this Agreement now and in the future, including the unpaid balance of your account and all interest, fees, charges and all of the costs of enforcement. This security is given in consideration of our agreeing to advance to You (and if the security is given by a guarantor, our agreeing, at the request of the guarantor to advance to You) the total advances and any further advances.

Land: You give Us a security interest in the Land specified in this Agreement (if any) and all other freehold or leasehold land or any interest in land that You own as at the date of this Agreement and if any of your current land or interests in land are sold, the security interest will follow and be given over the Land or interest in land that You acquire in substitution for that land or interest.

We may sell secured property: We have the right to sell that property and apply the sale proceeds to help repay the amount owing.

We may recover any shortfall after sale from You: If the proceeds of sale are not enough to repay what You owe Us, You remain liable to pay Us the shortfall and We may take action against You to recover the full amount of the shortfall.

You can't give security over the same property to another person without our consent: Under Part 2 You agree not to give any further security over the same property without our consent. If You give security to another person without our prior consent the amounts unpaid under this Agreement become immediately due and payable by You and We have the right to retake possession of and sell the secured property.

DEFAULT INTEREST CHARGES AND DEFAULT FEES

If You default in payment, and while the default continues, You must pay default interest.

Default Interest is charged from the time You fail to make a due payment until the arrears are paid. Default Interest charges are calculated by multiplying the amount in arrears at the end of each day by a daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Interest is charged to your account weekly.

The Annual Default Interest rate is **Default Int.** We may vary the default interest rate at any time.

DEFAULT FEES

In the event of a breach of the contract or on the enforcement of the contract, the default fees set out in Part 2, under the Schedule of Fees and Charges, are payable. Phone call fee and/or text fees may also be payable if WE have to contact the specified references supplied by You should We be unable to contact You directly. We may vary the type and/or amounts of the fees and charges at any time.

Any default fees that are charged will incur interest if not paid in full at the time they are charged. If they are not paid in full then this may affect the loan maturity date.

FULL PREPAYMENT

If You pay the unpaid balance in full before the final payment is due (full prepayment), You may be required to pay a fee or charge to compensate Us for any loss resulting from the full prepayment. This fee is also payable if We receive the unpaid balance (or part of it) as a result of default. We may have suffered a loss if the return we are able to earn on the amounts prepaid is lower than the interest rate applying under this Agreement.

You may also have to pay our administrative costs relating to the full prepayment.

The amount of the fee and the calculation is set out in Part 2, under the Schedule of Fees and Charges

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

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

To apply for a hardship variation, You need to:

- a) make an application in writing; and
- b) explain your reason(s) for the application; and
- c) request one of the following:
 - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - a postponement of the dates on which payments are due under the contract (specify the period for which You want this to apply); or
 - both of the above; and
- d) give the application to the Creditor.

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

DISPUTE RESOLUTION

If You have a complaint or a dispute, We recommend that You contact Us and discuss it with Us first. We are able to help You. If You are not happy with our response or You want the dispute dealt with by an independent party, You may contact our dispute resolution scheme.

Name of dispute resolution scheme: Insurance & Financial Services Ombudsman (IFSO)

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help You resolve any disagreement You have with Us.

The contact details of our dispute resolution scheme are:

Phone: 0800 888 202
Email: info@ifso.nz
Website: www.ifso.nz
Business Address: Level 2, Solnet House, 70 The Terrace, Wellington 6143

IMPORTANT

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

This disclosure statement must be provided to You before the contract is made. The law gives You a limited right to cancel this Agreement. See the statement of right to cancel in Part 2 (General Terms and Conditions) for full details of your right to cancel. **Note that strict time limits apply.**

CONTINUING DISCLOSURE

We may be required to provide You with regular statements. These statements will give You information about your account. Statements will be provided six monthly.

DISCLOSURE OF CHANGES TO THIS CONTRACT

In the event that we need to change any of the following matters regarding this credit agreement;

- The interest rate.
- How the interest is calculated or applied.
- The amount, frequency, time of payment or method of calculating any payment.
- The amount, frequency, time of payment or method of calculating any fee or charge payable.
- The amount of a credit limit.

Before the changes will take effect, full details of the change will be disclosed to you within 5 working days of the day on which the change takes effect.

These changes may be disclosed as part of our continuing disclosure requirement, if the changes are made at the same time as the disclosure statement is required.

BORROWER(S) / GUARANTOR(S) ACKNOWLEDGEMENT

1. I/We have read and understood this Agreement, the terms and conditions contained herein including the right to cancel and I/We sign this Agreement relying on my/our own judgment.
2. I/We have been advised to obtain independent legal advice as to my/our obligations and the Creditor's rights contained herein but have voluntarily chosen not to do so.
3. I/We have received a copy of both Part 1 and Part 2 (Geneva Terms and Conditions) of this Agreement.
4. I/We acknowledge that I/We must make the payments required as specified in the disclosure statement set out in Part I of this Agreement and pay all other amounts payable under this Agreement.
5. I/We acknowledge that I/We am/are jointly and severally liable to repay the money secured and to carry out the obligations in this Agreement. This means that the Creditor may claim the money secured including the balance payable from one of us or all of us.
6. I/We acknowledge that I/We am/are aware that I/We have granted an irrevocable power of attorney in favour of the Creditor which the Creditor may use to protect its position whether in the event of any default or otherwise.
7. This Agreement is properly executed if each party executes either this document or an identical document (and a faxed copy of a duly executed document will be conclusive evidence of execution).

EXECUTION

Signed:

Borrower Name

Borrower

Date signed:/...../ 2023

Signed:

Witness to borrower(s) and guarantor(s):

Name:

Address:

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Occupation:

Date signed:/...../ 2023

EXECUTION

Electronic Signatures

Electronically signed by above parties to indicate the he/she is legally bound by the contents of this document and consents to electronic disclosure.

Electronic disclosure: If an email address is inserted against your name in this agreement then You consent to any disclosure and our communications generally being made in an electronic form by sending an email to your email address.

Electronic Signing: If You have signed this document electronically as a borrower or guarantor, You are indicating that You intend to be legally bound by the information contained in the document. If You are signing as a witness then You are confirming that You were present and saw the person whose signature You witnessed insert their electronic signature into the electronic document and they did so freely of their own will and volition.

By signing above, I/We also make the declarations and acknowledgements contained below in relation to insurance covers.

INSURANCE COVER(S) – DECLARATION & ACKNOWLEDGEMENTS

I/We declare that:

1. This Proposal/Schedule shall be the basis of the contract between Me/Us and Quest Insurance Group Limited (Quest);
2. All information given (whether oral or written) is true and correct and there is no further information likely to affect the acceptance of this insurance; and
3. All material facts have been disclosed.

I/We acknowledge that My/Our personal information collected by Quest may be:

- a) Used by to advise Me/Us of other services;
- b) Disclosed to other members of the insurance industry and to parties who have a financial interest held in the subject matter of the policy; and
- c) Accessed by Me/Us.

I/We further acknowledge that any personal information held by members of the insurance industry may be disclosed to Quest.

GUARANTEED ASSET PROTECTION INSURANCE (GAP)

The Insured: **GAP Policy Owner / GAP MV Description**

The cover under this Guaranteed Asset Protection Insurance Policy is restricted to a maximum of **GAP Limit**.

This Guaranteed Asset Protection cover will expire in accordance with the outlined term of this Agreement, up to a maximum of 36 months from the start date of this Agreement. Please refer to your Policy Certificate for further information.

MECHANICAL BREAKDOWN INSURANCE (MBI)

The Insured: **MBI Policy Owner / MBI MV Description**

For the purpose of this insurance, the following definition shall be applied wherever the words proposal of schedule are used within the policy wording. "Agreement" means the contract of Indebtedness you have with the Financier and the information contained therein.

I/We acknowledge that the vehicle mileage is **MBI Odometer**.

Excess on this Policy will be **MBI Excess**.

This Mechanical Breakdown Insurance will expire at 4pm on **MBI Expiry Date** which is **MBI Term** months from the start date of this Agreement.

MBI Additional

Credit Sale Agreement



COMPREHENSIVE VEHICLE INSURANCE (CVI)

The Insured: **CVI Policy Owner / CVI MV Description**

Amount of Cover: Market Value. The maximum for accessories installed outside the manufacturer's standard fittings for the vehicle model is \$1,000.

This Comprehensive Vehicle Insurance will expire at 4pm on CVI Renewal Date, which is 12 months from the start date of this Agreement.

Please answer the following:

1. Have you ever been declined by an Insurer?	CVI Q1
2. Have you had any special conditions applied to any previous motor vehicle insurance policy?	CVI Q2
3. Have you had any renewal refused or any policy of insurance cancelled?	CVI Q3
4. Have you suffered any accident, loss, damage or liability in the last 5 years in respect of any motor vehicle insurance?	CVI Q4
5. Have you made any claim in the last 5 years in respect of any motor vehicle insurance?	CVI Q5
6. Have you had a driving licence endorsed, cancelled or had special conditions imposed in the last 3 years?	CVI Q6
7. Have you been convicted or fined for a motoring offence (or have any pending) in the last 10 years? Exclude parking offences.	CVI Q7
CVI Q7 Text	
8. Have you been engaged in any criminal activity or had any criminal convictions or acquittals, or have any criminal proceedings pending in the last 5 years?	CVI Q8
9. Do you suffer from any health condition, physical defect or infirmity, which may affect driving?	CVI Q9
10. Is there any further information likely to affect this insurance?	CVI Q10
CVI Q10 Text	
11. Does the vehicle have an alarm activated?	CVI Q11
12. Does the vehicle have an immobiliser activated?	CVI Q12
13. Where will the vehicle be kept? (Select one: Garage / Carport / Driveway / Roadside)	CVI Q13
14. Have any modifications been made to the manufacturer's standard specifications?	CVI Q14
CVI Q14 Text	
15. This is not an open driver policy; CVI Q15 Details	CVI Q15

Name	Date of Birth	Licence Types
CVI Named Driver 1 Name	CVI Named Driver 1 DOB	CVI Named Driver 1 Licence Type
CVI Named Driver 2 Name	CVI Named Driver 2 DOB	CVI Named Driver 2 Licence Type

If you fail to answer any of these questions correctly we may not pay any claim or may even cancel your policy from the start date. If you are in doubt about which details you should disclose, then please discuss these with us. If any questions have been answered Yes, please refer to Geneva Finance Lending Team.