

## Personal Loan Agreement

In this agreement:

- we refer to ourselves as "we" or "us" and refer to you, our customer, as "you" and "your".
- the word "Agreement" means this Personal Loan Agreement comprised Parts A, B and C together.
- "CCCFA" means the Credit Contracts and Consumer Finance Act 2003.

You have applied for a Personal Loan with us. We will review your application and notify whether the application has been approved or declined. You acknowledge and agree that you are signing this Agreement now so that if your application is successful this Agreement will become in force immediately when we notify you of our acceptance. You acknowledge we have sole discretion to approve or decline the application. You may withdraw your application at any time until we have approved or declined it. If you withdraw your application before it is approved or if we decline the application this Agreement will be of no effect.

### Part A Disclosure Statement

**IMPORTANT** This Part A sets out key information about your consumer credit contract. You should read it thoroughly. **If you do not understand anything in this Part, you should seek independent advice.**

The law gives you a limited right to cancel this Agreement (see the Part B below for further details). **Note that strict time limits apply.**

#### YOUR DETAILS

Name:  
Address:  
Phone:  
Email:

#### OUR DETAILS

Name: Cash Converters (NZ) Personal Finance Limited  
FSP Registration: FSP1005535  
Trading name: Cash Converters (NZ) Personal Finance Limited  
Physical address: Level 15, 188 Quay Street, Auckland  
Postal address: PO Box 6410, Victoria Street West, Auckland 1141  
Email: personalfinance@cashconverters.co.nz

You may send notices to us by writing to us at our postal address or to our email address.

#### CREDIT DETAILS

##### Total advances:

The total amount of all advances to be made to you: \$xxx.xx

##### Initial unpaid balance:

The amount you owe as at the date of this statement is:

\$xxx.xx comprised:  
\$xxx.xx Principal advanced  
\$xxx.xx Establishment fee

#### PAYMENTS

You are required to make xx payments of the amount specified below and by the time specified below:

[SCHEDULE OF REPAYMENTS]

Total repayments \$x,xxx.xx

Payments will be applied first to fees, then interest, then principal outstanding. If your application is not approved on the day you applied for your loan we may reduce the value of the repayments above to reflect the lower total interest payable under your loan agreement. We will not increase the value of the repayments above without contacting you first.

#### INTEREST

- Interest charges are calculated daily by multiplying the balance outstanding at the end of each day, by a daily interest rate and applied to your account monthly. The daily interest rate is calculated by dividing the annual interest rate of 49.95% by 365. This rate is fixed for the term of this Agreement.
- Total interest charges payable under this Personal Loan Agreement are \$xxx.xx.

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## FEES

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- A weekly account keeping fee of \$4.00 applies.
- A variation fee of \$20.00 applies if you ask us, and we agree, to change the terms of this agreement, including changes to repayment methods and arrangements.

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## FULL PREPAYMENT

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If you choose to pay the unpaid balance in full before the final payment is due, you are required to pay all interest accrued to the date of your prepayment. An administration fee of \$30.00 applies.

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

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### Default interest

In the event of a breach of this Agreement and while the breach continues no default interest is payable, however you must continue to pay the usual interest charges as described above on any amounts in default.

### Default fees

In the event of a breach of this Agreement or on enforcement of this Agreement, the following default fees may be payable:

- A Default Fee of \$13.95 may be payable to us if a scheduled repayment is returned unpaid. You must also pay any dishonour fee charged by your bank;
- A Final Notice Fee of \$15.00 may be payable to us if we need to write to you providing notice that your loan is in default and enforcement action may commence;
- Collection fees imposed by a third party we engage to recover outstanding amounts; and
- any other expense we, or a third party we have engaged, reasonably incurs in connection with your breach, or the enforcement of this Agreement including legal fees and court costs incurred on a full indemnity basis.

We will not take a security interest over any of your property to secure your obligations under this Agreement.

## Part B Your right to cancel this Agreement and what to do if you suffer unforeseen hardship

### Statement of right to cancel

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<b>Right to cancel</b>	The Credit Contracts and Consumer Finance Act 2003 gives you a right to cancel this agreement.
<b>Time limits for cancellation</b>	You must give notice that you intend to cancel within 7 working days of entering into this agreement. Saturdays, Sundays, and national public holidays are not working days.
<b>How to cancel</b>	To cancel, you must give us written notice by: <ul style="list-style-type: none"><li>• giving notice to us or one of our employees or agents; or</li><li>• posting the notice to us or an agent of ours; or</li><li>• emailing the notice to our email address</li></ul>
<b>What you may have to pay if you cancel</b>	If you cancel the contract, we can charge you the amount of any reasonable expenses we had to pay in connection with the contract and its cancellation, and interest for the period from the day you received the advance until the day you repay the advance.

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### 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.

# Part C Terms of Your Agreement

These are the terms of your Agreement with us:

<b>What we will lend you</b>	If we approve your application we will lend \$xxx.xx ("the Personal Loan") to you.
<b>Direct debit authority</b>	Before we lend the Personal Loan to you, you must provide us with Direct Debit Authority authorising us to direct debit from your nominated bank account all amounts which we may initiate by direct debit. You must advise us of any changes to your nominated bank account and provide a new Direct Debit Authority if requested to do so.
<b>Fees and charges</b>	You must pay all of the interest, credit fees and default charges set out in Part A of this Agreement.
<b>Payments</b>	The loan is for a period of xxx days. You must repay the loan by paying the amounts set out in Part A of this Agreement to us on the dates specified in Part A of this Agreement. You must make these payments by direct debit.
<b>Prepayments</b>	You may make a full prepayment of your loan at any time. You may make a part prepayment of your loan at any time but we require at least one clear working days' notice to amend or stop a scheduled direct debit.
<b>Default</b>	<p>If you fail to pay an amount due under this Agreement by the date it was due or if you breach this Agreement:</p> <ul style="list-style-type: none"><li>• You must pay the default interest and default fees as set out in Part A of this Agreement;</li><li>• we may send you a default notice; and</li><li>• we may debit the amount in default from your nominated bank account by direct debit at the times and in the amounts we reasonably determine until we have received the amount in default. You authorise us to debit such amounts from your nominated bank.</li></ul> <p>The rights in this clause are in addition to any other rights we may have under this Agreement, at law or otherwise.</p>
<b>Continuing and variation disclosure</b>	We will issue a loan statement at least every six months while your loan remains active. We will issue a written notice on each occasion your payment schedule changes. These will be made available at <a href="http://loans.cashconverters.co.nz">loans.cashconverters.co.nz</a> . You consent to receiving statements and variation notices electronically via our website.
<b>Information</b>	You confirm that all information you have given to us and will give to us is accurate and complete (including the details you provide in the Direct Debit Authority).
<b>Agents</b>	We may have any entity owned by us or an agent approved by us perform any part of our side of this Agreement. If that occurs, each of those people and their officers, employees, contractors or agents shall have the benefit of any terms that confer benefits on us.
<b>Transferring responsibilities</b>	We may transfer the whole of our rights under this Agreement to somebody else. We will tell you if we do this. You may not transfer this Agreement or any benefit or obligation of it to anybody.
<b>Severability</b>	Each clause of this Agreement is separately binding. If for any reason either or both parties cannot rely on any clause all other clauses remain binding.
<b>Communication and notices</b>	<p>We both agree to accept notices or other communications from each other by:</p> <ul style="list-style-type: none"><li>• Post;</li><li>• delivery to a physical address; or</li><li>• electronically via email or SMS</li></ul>
<b>Complaints</b>	<p>Our physical, postal and email addresses are contained in OUR DETAILS in Part A of this Agreement. Your physical and postal address is contained in YOUR DETAILS in Part A. We both agree to tell each other if any of our respective contact details change.</p> <p>If you are not satisfied with the service you have received from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone, by email or in writing: <a href="mailto:personalfinance@cashconverters.co.nz">personalfinance@cashconverters.co.nz</a></p> <p>If you are not satisfied by our response you may refer the matter to Financial Services Complaints Limited ("FSCL") which is a Financial Ombudsman service. Our membership number is 2003. We have 40 days to respond to your complaint. Full details of how to access the FSCL can be obtained on their website (<a href="http://www.fscl.org.nz">www.fscl.org.nz</a>) or by emailing <a href="mailto:info@fscl.org.nz">info@fscl.org.nz</a> or calling FSCL on 0800 347 257. FSCL's business address is Level 4, Sybase House, 101 Lambton Quay, Wellington, 6011. There is no cost to you to use the services of FSCL.</p>

Accepted by:

Joe Citizen  
Date: xx xxx xxxx