

**HEAD OFFICE COPY**

Effective statement date 01-06-2015



**BRANCH** COLOMBO STREET  
**DATE** 01-06-2015  
**CUSTOMER NO** 1111111-71  
**INVOICE NO** CLM0000000

**Full Name and Address Of Creditor**

**SMITHS CITY**  
 A trading division of  
 SMITHS CITY (SOUTHERN) LIMITED (“SCS/US/WE”)  
 550 COLOMBO STREET PO BOX 2343 CHRISTCHURCH

**NAME AND ADDRESS OF DEBTOR (“YOU”)**

**CUSTOMER NAME**  
**STREET ADDRESS**  
**SUBURB**  
**CITY**

Phone (HM) (MOB)  
 D.O.B 00-00-0000

Home Ownership Since 00-00  
 Occupation  
 Employer Emp. Since 00-00

**PARTNER** NAME  
 Occupation  
 Employer

**NEXT OF KIN** NAME  
 Relationship  
 Address

Phone

**DELIVERY/INSTALLATION ADDRESS**

**CUSTOMER NAME**  
**STREET ADDRESS**  
**SUBURB**  
**CITY**

**GOODS TRADED IN**

**CREDIT DETAILS**

(see EASYPAY Conditions section)

Your EASYPAY Price / Advance \$  
 Plus Booking Fee \$  
 Plus A/C maintenance Fee 1<sup>st</sup> Year \$  
 PPSR Registration \$  
 Less Trade-In \$  
 Less Deposit \$  
 Equals Initial Unpaid Balance \$  
 (owed as at 01-06-2015)

Plus Insurance to 00-00-0000 \$  
 Equals EASYPAY Settlement \$

Plus Insurance 00-00-0000 to 00-00-0000 \$  
 Plus Total Interest Charges \$  
 Plus A/C Maintenance Fee Year 2&3 \$  
 Equals 36 Month Settlement \$

**ADVANCE MADE**

Total amount of all advances made or to be made under this Contract is \$  
 (the Cash Price).

**SCHEDULE OF PAYMENTS**

Number of Payments.....  
 Frequency.....Monthly  
 First Payment.....00-00-0000  
 Last Payment.....00-00-0000  
 Amount of each Payment.....\$  
 Total Amount of Payments...\$

**COMPLAINTS** – If you have any concerns regarding this contract, please do not hesitate to contact us – we will investigate your concern promptly and fairly. If you are not satisfied by our response, you may contact Financial Services Complaints Ltd – an independent dispute resolution scheme approved by the Ministry of Consumer Affairs on 0800 347 257 or info@fscf.org.nz at no cost to you.

**Goods Purchased (“The Goods”)**

QTY	Description	Unit Price	Extended Price
1	1234567 DESCRIPTION	00,000.00	00,000.00
2	1234567 DESCRIPTION	00,000.00	00,000.00
3	1234567 DESCRIPTION	00,000.00	00,000.00
4	1234567 DESCRIPTION	00,000.00	00,000.00

**EASYPAY Price is \$00,000.00 in 4 lines.**

Please note that, in accordance with section 2.4 of the terms and conditions listed on the reverse of this contract, you are granting us a security interest over these Goods.

Under the provisions of the Credit Reporting Privacy Code 2004, effective 1 April 2006, please be advised that clause 2.2 of the General Terms and Conditions on the reverse of this contract is extended to include any Credit Reporter with whom we have business dealings, and also, in certain circumstances, the insurance company who issued the insurance policy you have purchased.

**EASYPAY TERMS AND CONDITIONS**

- The EASYPAY Term for this Contract is -- months from 01-06-2015. The EASYPAY Settlement figure is \$00,000.00. Monthly payments of \$0,000.00 commencing 01-07-2015 will satisfy the EASYPAY conditions.
- If you do not pay the EASYPAY Settlement amount before the expiry of the EASYPAY Term, or if you default on this Contract, then you have not met the EASYPAY Terms and Conditions of this Contract;

**IF YOU DO NOT MEET THE EASYPAY TERMS AND CONDITIONS**

- You will pay the 36 Month Settlement amount disclosed in the “Credit Details” section;
- You will pay interest charged at the rate and in the manner stipulated in the “Interest” section below, calculated for a period of 36 months from the date of this Contract and payable in accordance with the “Schedule of Payments” section;
- The monthly payments you have made up to the date that the EASYPAY Term expires will be applied against the monthly payments shown in the “Schedule of Payments” section;
- If all amounts owing under this contract are paid after the expiry of the EASYPAY Term but before the end of the Contract Term (36 months) then interest will only be charged to the date of repayment and insurance will be rebated in accordance with the CCCFA.

**INTEREST**

The annual interest rate is 23.95% fixed for the full term of the contract, being 36 months. Interest will begin to accrue from 01-06-2015. Interest charges are calculated and charged at the end of each month by multiplying the average unpaid balance for the preceding month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12. The default interest rate is set at the annual interest rate plus 2% (see clause 1.2 overleaf).

**INSURANCE**

CUSTOMER NAME is nominated for  
 SECTION A AND B GOODS COVER AND PAYMENT PROTECTION

**The following CREDIT FEES AND CHARGES (which are not included in the initial unpaid balance) are or may become payable under, or in connection with, the contract.** DEFAULT NOTIFICATION \$19.00 -On notification by us of overdue payment. CONTRACT CANCELLATION \$10.00-In event of Contract being cancelled by you. DEFAULT RECOVERY \$25.00-In event of additional action required by us to recover late payment. DISHONoured AP/CHEQUE-In the event of your automatic payment or cheque being dishonoured, any 3<sup>rd</sup> party fees incurred will be passed on. OVERPAYMENTS \$5.00 - In event of overpayment by you on or after completion of the Contract, to recover costs of refunding that overpayment. REPOSSESSION -In event of a Repossession Agent being used, any 3<sup>rd</sup> party fees incurred will be passed on. VARIATION FEE \$15.00-On any change to the contract requested subsequent to the contract being signed.

**CONDITIONAL PURCHASE AGREEMENT INCLUDING DISCLOSURE UNDER THE CCCFA (continued)**

**CONTRACT SUMMARY**

SCS agrees to sell you the Goods (“The Goods”) described in this Contract and to defer payment of the purchase price for the Goods by offering you a credit facility on the terms and conditions set out in this Contract. Before you can take possession of the Goods you need to:

- Take the opportunity to take legal and / or financial advice because the Contract is a legal document imposing obligations which you must comply with; and
- Pay the amount you have agreed to pay as set out in the Contract.
- Carefully read the Contract and sign it.

**GENERAL TERMS AND CONDITIONS**

**1. What and how you agree to pay**

- 1.1. Payments
- 1.1.1. You must make all payments to us in cleared funds in SNZ without any deduction, in the amounts at the intervals and at the address set out in this Contract or at any other place or in any other manner that we specify.
- 1.1.2. You must make payments to us in accordance with the Schedule Of Payments shown on the front page.
- 1.1.3. If you pay us more than the amount required on a scheduled payment date shown under the heading of “Schedule of Payments” on the front page you agree that we are not required to adjust the amount of interest you pay us and that we will hold the surplus in your account until the amount held is equal to the amount you owe us to fully pre-pay this Contract.
- 1.2. Default interest charges and default fees
- 1.2.1. If you default in paying any amount due to us and the default continues then you will be required to pay interest at the default rate disclosed on the front page of this Contract in the “Interest” section on a daily basis while the default continues and we reserve the right to compound default interest on a monthly basis.
- 1.3. SCS reserves the right to vary these fees and charges.
- 1.4. Prepayments – General
- 1.4.1. We will accept a part prepayment of the amount you owe us under the Contract at our discretion and subject to clause 1.1.3 of the Contract.
- 1.4.2. Under the CCCFA you are entitled to make a full prepayment of the amount you owe us under the Contract at any time.
- 1.4.3. We will calculate the amount you pay us on prepayment in accordance with the CCCFA.
- 1.4.4. We reserve the right to charge you a prepayment fee.

**2. Other things you agree to**

- 2.1. Insurance
- 2.1.1. You will insure the Goods with an insurance company approved by us for their full insurable value against such risks that subject to the CCCFA we may specifically require you to insure against from time to time.
- 2.1.2. We will be entitled to such of the proceeds of the policy following a claim to repay the amount you owe us under the Contract.
- 2.1.3. You will pay the policy premiums as and when they are due.
- 2.1.4. Where, at our discretion, we accept your insurance, you will on request provide us with a certificate of currency from your insurer.
- 2.2. Disclosure of information
- 2.2.1. You authorise us to collect, use and disclose information about you for any purpose related to the contract (including any Credit Reporter with whom we have dealings, and including the insurance company who issued the policy you may have purchased), and you authorise any other person to disclose this information to us for that purpose.
- 2.2.2. We do not need to get your consent each time we collect, use or disclose information about you.
- 2.3. Use, care and maintenance of Goods
- 2.3.1. You will only use the Goods for the purpose for which they were designed and in compliance with the manufacturer’s instructions.
- 2.3.2. You will maintain the Goods and keep them in good condition except for fair wear and tear.
- 2.3.3. You agree that we have the right to inspect the Goods on the giving of reasonable notice and if necessary we can give you written notice requiring you to repair the goods within a specific time-frame.
- 2.3.4. If you fail to do this then we can carry out the repairs and the cost will be a debt that you owe us due on the date that we invoice you.
- 2.4. Grant of security interest and reservation of title
- 2.4.1. As security for the amount that you owe us under the Contract (and any other amount you owe SCS from time to time whether under this Contract or any other contract) and as a security for your compliance with your obligations under the Contract you grant us a security interest in the Goods.
- 2.4.2. You agree that we may register a financing statement on the Personal Properties Securities Register (PPSR) perfecting our security interest.
- 2.4.3. You waive the right to receive a verification statement.
- 2.4.4. You will not grant any other party a security interest in the Goods without our consent which we can give at our discretion.
- 2.4.5. You agree that until you have paid everything you owe us under the Contract we retain legal ownership of the Goods.
- 2.5. Assignment
- 2.5.1. We can transfer or assign the Contract to someone else. If we do this the Contract and the benefit of the security interest you have granted us will apply to the transferee as if it were SCS and the transferee will have the same rights as us.
- 2.5.2. We can give any assignee or transferee or anyone associated with them any information we have about you.
- 2.5.3. We assign our rights under the Contract absolutely to Smiths City Finance Limited (“SCFL”) on the date of the Contract and by signing the Contract you acknowledge that assignment.
- 2.5.4. You may not transfer or assign the Contract unless you first get our consent which we may give at our discretion.
- 2.6. Costs
- 2.6.1. You agree to pay us our reasonable costs and expenses that we incur in registering a financing statement and enforcing any of the provisions of the Contract against you if you default.
- 2.7. GST
- 2.7.1. You confirm that as at the date of this Contract you are not registered as a supplier under the Goods and Services Tax Act 1985 and agree that if you do register you will inform us immediately and give us your GST number.

**3. Legal Issues**

- 3.1. Applicable law
- 3.1.1. New Zealand law applies to the Contract and you accept the non-exclusive jurisdiction of its Courts.
- 3.2. Certificate of amount owing
- 3.2.1. Subject to your rights under the CCCFA a certificate from us setting out what you owe us under the Contract is conclusive proof of what you owe us unless you prove to the contrary.
- 3.3. More than one Purchaser
- 3.3.1. If there is more than one of you, you are each liable for the amount due under the Contract. We can make a claim or demand on any one or more of you.
- 3.4. Continuation of obligations
- 3.4.1. The obligations in the Contract continue notwithstanding your death or insolvency.
- 3.5. Notices
- 3.5.1. Notices by either party to the other(s) are to be given in accordance with the CCCFA.
- 3.5.2. You agree to tell us of any changes to your personal details as recorded in this Contract.
- 3.6. Variation
- 3.6.1. We can vary the Contract at any time by giving you written notice of the variation unless written notice is not required to be given under the CCCFA.
- 3.6.2. Subject to the CCCFA any variation will be effective from the date that the variation is disclosed to you.
- 3.7. Further assurance
- 3.7.1. You agree to sign any other documents or do anything else we ask you to do to enable us to fully protect our interests under the Contract.

**GENERAL TERMS AND CONDITIONS – continued**

- 3.7.2. You agree that in consideration of our entering into the Contract you appoint us your attorney to enable us to sign documents or do things on your behalf if you do not do so within a time-frame we have informed you of.
- 3.8. Partial Validity
- 3.8.1. If a clause in the Contract is found to be unenforceable or illegal then that will not affect the legality or enforceability of any other clause in the Contract.
- 3.9. Where the CCCFA does not apply
- 3.9.1. If you are not a “consumer” as defined in the CCCFA then the rights granted to consumers under the CCCFA will not apply to you.
- 4. What you agree we may do**
- 4.8. Default – you will be in default if:-
- 4.8.1. You do not comply with your obligations under this Contract;
- 4.8.2. You become insolvent or if you are a company, are wound up or have a receiver appointed;
- 4.8.3. Legal proceedings are commenced against you which may, in our opinion, put the Goods at risk or if a third party asserts a claim to the Goods.
- 4.8.4. You attempt to remove the Goods from New Zealand without our prior written consent.
- 4.9. Consequences of Default
- 4.9.1. If you are in default then SCS may at its option do any one or more of the following:-
- 4.9.1.1. Require you to remedy the default in the manner and within a period that we tell you;
- 4.9.1.2. Require you to pay to us all amounts that you owe under this Contract on a date that we tell you;
- 4.9.1.3. Cancel the Contract with the cancellation to be effective on the date that we tell you;
- 4.9.1.4. Charge you the costs we incur of repairing any Goods damaged by you;
- 4.9.1.5. Repossess the goods in accordance with the Credit (Repossession) Act 1997.
- 5. Warranties**
- 5.8. Our responsibilities to you
- 5.8.1. Where you are a consumer purchasing the Goods for domestic use then the provisions of the Consumer Guarantees Act 1993 will also apply.
- 5.8.2. If you are a consumer purchasing the Goods for non-domestic use then the Consumer Guarantees Act 1993 will not apply.
- 5.8.3. We will not be liable to you for any consequential loss you may suffer or costs that you incur as a result of any defect in the Goods except to the extent that the loss or cost is covered by the terms of the warranty or, where applicable, the Consumer Guarantees Act.

**GUARANTEE (Delete this section if no Guarantor)**

As Guarantor you agree that we are only prepared to enter into the Contract because you have agreed to provide your guarantee. You guarantee that the Debtor will pay SCS, on time, with all of the amounts that we are owed under the Contract. You also guarantee that the Debtor will comply with all the other obligations imposed on the Debtor in this Contract. If we ask you to, you must pay us what the Debtor owes us when we make demand on you. We do not have to ask the Debtor to pay us before we ask you to. We have the right to assign the Contract to a third party in which case the person we assign the Contract to will also have the benefit of your guarantee and be able to enforce it against you if necessary.

FULL NAME OF GUARANTOR \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATED \_\_\_\_\_

FOR AND ON BEHALF OF SCS \_\_\_\_\_ DATED \_\_\_\_\_

**STATEMENT OF RIGHT TO CANCEL**

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

**How to cancel**

If you want to cancel this contract you must give written notice to SCS.

You must also –

- a) Return to SCS any advance and any other property received by you under the contract (but you cannot do this if you have taken possession of any goods or if you bought any property at an auction or if the contract is for the sale of services that have been performed); or
- b) Pay the cash price\* of the property or services within 15 working days of the day you give notice.

**Time limits for cancellation**

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 3 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, e-mail) you must give notice that you intend to cancel within 5 working days after the electronic communication is sent.

If the documents were mailed to you, you must give the notice within 7 working days after they were posted.

Saturdays, Sundays and national public holidays are not counted as working days.

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

If you cancel the contract SCS can charge you-

- a) The amount of any reasonable expenses SCS had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and
- b) Interest for the period from the day you received the property or services until the day you either pay the cash price\* for the property or services or return the property to SCS.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that SCS is being unreasonable in any way, you should seek legal advice immediately.

\*The cash price is the figure shown in the “Advance Made” section on the front page.

**ACCEPTANCE AND ACKNOWLEDGMENT**

I/we have read and understood the Contract and accept the terms and conditions set out in the Contract. I/we acknowledge that the Contract represents the entire agreement between me/us and SCS and replaces any earlier representations, warranties, understandings and agreements whether made orally or in writing between me/us and SCS. I/we acknowledge my/our right to purchase the Goods on the day of signing this Contract at the price shown on the front page in the “Advance Made” section, in which case I/we will have no further obligation to SCS under this Contract.

YOUR SIGNATURE \_\_\_\_\_ DATED \_\_\_\_\_

YOUR NAME (Please print) \_\_\_\_\_

WITNESSED \_\_\_\_\_ DATED \_\_\_\_\_

FOR AND ON BEHALF OF SCS \_\_\_\_\_ DATED \_\_\_\_\_

Tick this box if you prefer not to receive promotional material from us.

Tick this box if you would like to apply for an EasyCard account.