

CUSTOMER COPY

LIFESTYLE PLUS LOAN



BRANCH COLOMBO STREET
DATE 19-04-2017
CUSTOMER NO 9763883-79
INVOICE NO CLM0993789

Effective statement date 19-04-2017

Full Name and Address of Creditor
SMITHS CITY

A trading division of
 SMITHS CITY (SOUTHERN) LIMITED ("SCS")
 550 Colombo Street, PO Box 2343, Christchurch

NAME AND ADDRESS OF DEBTOR
MRS SMITHS CITY CUSTOMER
 18 WATTS ROAD
 SOCKBURN
 CHRISTCHURCH

Phone HOM 03 9833030 MOB 0299833030
 D.O.B 25-11-1967 Since 2-2011
 Home Ownership OWN HOME
 Occupation FINANCE SALES
 Employer FINANCE CO LIMITED Emp. Since 2-2011

PARTNER ANN CUSTOMER
 Occupation HOME EXEC
 Employer

NEXT OF KIN JOHN CUSTOMER
 Relationship FATHER
 Address 24 WATTS ROAD
 SOCKBURN
 CHRISTCHURCH
 Phone 03 9833000

INSURANCE

MR S C CUSTOMER is nominated for option C - Payment Protection Cover (please refer to policy brochure)

INTEREST

The annual interest rate is 15.95% fixed for the full term of the contract, being 36 months. Interest will begin to accrue from 19-04-2017. 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 2.00% (see clause 1.2 overleaf).

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.

CREDIT DETAILS

Loan Amount	\$ 5,000.00	
Plus Booking Fee	\$ 90.00	
Plus A/C Maintenance Fee 1st Year	\$ 45.00	
Equals Initial Unpaid Balance	\$ 5,135.00	(owed at 19-04-2017)
Plus Insurance	\$ 199.50	
Plus Total Interest Charges	\$ 1,412.45	
Plus A/C Maintenance Fee Year 2&3	\$ 90.00	
Equals Contract Total	\$ 6,836.95	

The Credit Limit is \$6,836.95

ADVANCE MADE

Total amount of all advances made or to be made under this Contract is \$5,424.50.

SCHEDULE OF PAYMENTS

Number of Payments.....36
 Frequency.....MONTHLY
 First Payment.....19-05-2017
 Last Payment.....19-04-2020
 Amount of each Payment.....\$189.92
 Total Amount of Payments.....\$6,836.95

COMPLAINTS - If you have any concerns regarding this contract, please do not hesitate to contact us - we will investigate your concerns 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@fscl.org.nz at no cost to you.

The following CREDIT FEES AND CHARGES (which are not included in 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 3rd 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. DISCLOSURE REQUEST \$4.00-In event of request for additional disclosure by you. REPOSSESSION -In the event of a Repossession Agent being used, any 3rd party fees incurred will be passed on. VARIATION FEE \$15.00-On any change to the contract requested subsequent to the contract being signed.

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 \$NZ 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.

2. Other things you agree to

- 2.1. Insurance
- 2.1.1. 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.
- 2.1.2. You will pay the policy premiums as and when they are due.
- 2.1.3. 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. Assignment
- 2.3.1. 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.
- 2.3.2. We can give any assignee or transferee or anyone associated with them any information we have about you.
- 2.3.3. We assign our rights under the Contract absolutely to Smiths City Finance Limited ("SFL") on the date of the Contract and by signing the Contract you acknowledge that assignment.
- 2.3.4. You may not transfer or assign the Contract unless you first get our consent which we may give at our discretion.
- 2.4. Costs
- 2.4.1. 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.

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 Borrower
- 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. Further assurance
- 3.6.1. 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
- 3.6.2. 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, for the purposes of protecting SCS's security interests and position under the Contract, if you do not do so within a time-frame we have informed you of.
- 3.7. Variation
- 3.7.1. We can vary the Contract at any time. We will give you written notice of the variation.
- 3.7.2. Subject to the CCCFA any variation will be effective from the date that the variation is disclosed to you.
- 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

- 4.1. Default – you will be in default if:-
- 4.1.1. You do not comply with your obligations under this Contract;
- 4.1.2. You become insolvent or if you are a company, are wound up or have a receiver appointed;
- 4.2. Consequences of Default
- 4.2.1. If you are in default then SCS may at its option do any one or more of the following:-
- 4.2.1.1. Require you to remedy the default in the manner and within a period that we tell you;
- 4.2.1.2. Require you to pay to us all amounts that you owe under this Contract on a date that we tell you;
- 4.2.1.3. Cancel the Contract with the cancellation to be effective on the date that we tell you;

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 5 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 9 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.

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.

CUSTOMER COPY**LIFESTYLE PLUS LOAN****Smiths City**

BRANCH COLOMBO STREET
DATE 19-04-2017
CUSTOMER NO 9763883-79
INVOICE NO CLM0993789

Effective statement date 19-04-2017

ASSIGNMENT OF CONTRACT TO SMITHS CITY FINANCE LIMITED

Smiths City Finance Limited is a wholly-owned subsidiary of Smiths City Group Limited. This assignment does not affect any terms of this Contract other than those that relate to the identity of the Creditor.

STATEMENT OF RIGHT TO CANCEL

Please note that you have a statutory right under the Credit Contracts and Consumer Finance Act 2003 to cancel this contract within 5 working days after you receive the documentation. Please see your full 'Right to Cancel' overleaf.

SMITHS CITY FINANCE LIMITED'S DETAILS

Name Smiths City Finance Limited
Address 550 Colombo Street, PO Box 2343, Christchurch 8140
Email Address admin@smithscityfinance.co.nz
Website www.smithscityfinance.co.nz
Phone # 0800 54 33 78

You may send notices to us by writing to our postal address or emailing us to the address listed above.

Smiths City Finance Limited is registered on the Financial Service Providers Register as a Qualifying Financial Entity ('QFE') under registration number FSP25143. You can use www.fspr.govt.nz to check the status of Smiths City Finance Limited and whether any other entities are a member of the QFE group.

Smiths City Finance Limited is also a member of an approved disputes resolution scheme, Financial Services Complaints Limited ('FSCL').

You may contact FSCL by

Mail: info@fscl.org.nz

or 5th Floor, 101 Lambton Quay, Wellington 6145
 or PO Box 5967, Lambton Quay, Wellington 6011

Free phone 0800 347 257

Fax (04) 472 3728

UNFORESEEN HARDSHIP

Section 55 of the Credit Contracts and Consumer Finance Act grants you certain rights in the event of unforeseen hardship

1. A debtor who is unable reasonably, because of illness, injury, loss of employment, the end of a relationship or other reasonable cause, to meet the debtor's obligations under a consumer credit contract and who reasonably expects to be able to discharge the debtor's obligations if the terms of the contract were changed in a manner set out in section 56 may apply to the creditor to agree to that change.
2. An application under subsection (1) must -
 1. be in writing; and
 2. be given to the creditor; and
 3. specify the reasonable cause (for example, illness, injury, loss of employment, or the end of a relationship) for the debtor's inability to meet the debtor's obligations under the consumer credit contract.
3. A debtor who makes an application under this section is not entitled to make another application in relation to the same consumer credit contract unless
 1. the application is made not less than 4 months after the previous application is made; or
 2. in the case of an application that is made less than 4 months after the previous application is made; -
 1. the creditor agrees to consider the application; or
 2. the reasons for the debtor seeking the change under section 56 are materially different from the reasons given in the previous application.

The application for Unforeseen Hardship must be forwarded to the Credit Department at Smiths City Finance Ltd, PO Box 2343, Christchurch, 8140.

STATEMENTS

We are required to provide you with regular statements that will give you information about your account (e.g., any interest or fees charged during the statement period) and the amount and timing of your payments. Where we are required to provide them, statements will be provided on at least a six monthly basis. Statements will not be provided where there have been no transactions during the statement period and the ending balance of the statement is zero.

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 - 4.2.1.2. Require you to pay to us all amounts that you owe under this Contract on a date that we tell you;
 - 4.2.1.3. Cancel the Contract with the cancellation to be effective on the date that we tell you;

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 _____

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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.

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.