CONDITIONAL PURCHASE AGREEMENT INCLUDING DISCLOSURE UNDER THE CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003 ("CCCFA")

HEAD OFFICE COPY

Lifestyle Loan 1118

Smiths City

BRANCH	INTERNET STORE
DATE	1-07-2020
CUSTOMER NO	1297904-72
INVOICE NO	ISC1465647

Effective statement date 1-07-2020

Full Name and Address of Creditor
SMITHS CITY
A trading division of
SMITHS CITY (2020) LIMITED ("SC2020")
261 Opawa Rd, PO Box 2343, Christchurch 8140

NAME AND ADDRESS OF DEBTOR
MISS CUSTOMER SMITHS CITY
261 OPAWA ROAD
HILLSBOROUGH
CHRISTCHURCH

Phone	MOB 0299833000	
D.O.B	1-01-1984	
Home Ownership	OWN HOME	Since 11-2016
Occupation	FINANCE	
Employer	SMITHS CITY	Emp. Since 5-2016

PARTNER
Occupation
Employer

NEXT OF KIN	MR SMITHS CITY
Relationship	FATHER
Address	550 COLOMBO STREET CHRISTCHURCH
Phone	03 9833000

INSURANCE
MISS C SMITHS CITY 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 1-07-2020. 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	
Plus Insurance	$	216.78	
Equals Initial Unpaid Balance	$	5,351.78	(owed at 1-07-2020)
Plus Total Interest Charges	$	1,417.01	
Plus A/C Maintenance Fee Year 2&3	$	90.00	
Equals Contract Total	$	6,858.79	

The Credit Limit is $6,858.79

ADVANCE MADE
Total amount of all advances made or to be made under this Contract is $5,441.78.

SCHEDULE OF PAYMENTS
Number of Payments.....36
Frequency.....MONTHLY
First Payment.....1-08-2020
Last Payment.....1-07-2023
Amount of each Payment.....$190.52
Total Amount of Payments.....$6,858.79

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 notifcation 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.

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ASSIGNMENT OF CONTRACT TO SMITHS CITY FINANCE LIMITED

Smiths City Finance Limited is a wholly-owned subsidiary of Polar Capital 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	261 Opawa Rd, 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.

We may send notices to you, including Statements, by writing to your postal address or sending an email to your email address as specified (if any). By signing this contract you agree that by providing your email address, you agree to receive notices from us by email.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

CONTRACT SUMMARY

SC2020 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
- 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.
- You must make payments to us in accordance with the Schedule of Payments shown on the front page.

1.2 Default interest charges and default fees
- 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.
- SC2020 may vary the interest rate, fees and charges at any time without your prior agreement subject to CCCFA disclosure requirements.

1.3 Prepayments – General
- We will accept a part prepayment of the amount you owe us under the Contract at our discretion and subject to clause 1.1 of the Contract.
- Under the Credit Contracts and Consumer Finance Act 2003 ("CCCFA") you are entitled to make a full prepayment of the amount you owe us under the Contract at any time.
- We will calculate the amount you pay us on prepayment in accordance with the CCCFA.

2 Other things you agree to

2.1 Insurance
- 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.
- If during the term of the Contract you wish to change insurers or the terms of your insurance you must seek and receive our approval of any change.
- 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.
- You will pay the policy premiums as and when they are due.
- 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
- By signing this Contract you authorise SC2020, our related companies (as defined in the Companies Act 1993), agents and assigns (together referred to as "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;
  - use and retain the information to conduct market analysis, and from time to time offer you goods and services you may find of interest (marketing communication); and
  - send commercial, marketing and promotional communications to you, containing offers, services and products from SC2020 or any of our related companies, agents and assigns, third party products and services, and information of any upgrades or changes to products or services provided to you; and
  - use your information to contact you on an ongoing basis by mail, email, SMS, social media, telephone or by any other means of electronic communication. You may unsubscribe from marketing communication at any time by responding in the medium that communication was received, or using our contact details recorded in this Contract.
- By signing this Contract you agree and confirm that you have read, understand and acknowledged our Privacy and Security Statement available at http://www.smithscity.co.nz/privacy-and-security.htm
- 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
- You will only use the Goods for the purpose for which they were designed and in compliance with the manufacturer's instructions.
- You will maintain the Goods and keep them in good condition except for fair wear and tear.
- 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.
- 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
- As security for the amount that you owe us under the Contract (and any other amount you owe SC2020 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.
- You agree that we may register a financing statement on the Personal Properties Securities Register (PPSR) perfecting our security interest.
- You waive the right to receive a verification statement.
- You will not grant any other party a security interest in the Goods without our consent which we can give at our discretion. If you grant a third party a security interest without our express permission you may be in breach of this Contract and SC2020 has the right to cancel and repossess the goods listed on this Contract.
- You agree that until you have paid everything you owe us under the Contract we retain legal ownership of the Goods.
- In the event that we exercise our security interest and sell the goods to reduce your debt to us, any residual balance owing will still be due and payable and we reserve our rights to collect this debt from you.

2.5 Assignment
- We can transfer or assign the Contract to someone else. If we do this, the Contract, including but not limited to the rights included in clause 2.2 and the benefit of the security interest you have granted us, will apply to the transferee as if it were SC2020 and the transferee will have the same rights as us.
- We can give any assignee or transferee or anyone associated with them any information we have about you.
- 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.
- You may not transfer or assign the Contract unless you first get our consent which we may give at our discretion.

2.6 Costs
- 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
- 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
- New Zealand law applies to the Contract and you accept the non-exclusive jurisdiction of its Courts.

3.2 Certificate of amount owing
- 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
- 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
- The obligations in the Contract continue notwithstanding your death or insolvency.

3.5 Notices
- Notices by either party to the other(s) are to be given in accordance with the CCCFA.
- You agree to tell us of any changes to your personal details as recorded in this Contract.

3.6 Variation
- We can vary the Contract at any time. We will give you written notice of the variation.
- Subject to the CCCFA any variation will be effective from the date that the variation is disclosed to you.

3.7 Further assurance
- 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.
- 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 SC2020's security interests and position under the Contract, if you do not do so within a time-frame we have informed you of.

GENERAL TERMS AND CONDITIONS CONTINUED

3.8 Partial Validity
- 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
- 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:-
- You do not comply with your obligations under this Contract;
- You become insolvent or if you are a company, are wound up or have a receiver appointed;
- 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.
- You attempt to remove the Goods from New Zealand without our prior written consent.

4.2 Consequences of Default

If you are in default then SC2020 may at its option do any one or more of the following:
- Require you to remedy the default in the manner and within a period that we tell you;
- Require you to pay to us all amounts that you owe under this Contract on a date that we tell you;
- Cancel the Contract with the cancellation to be effective on the date that we tell you;
- Charge you the costs we incur of repairing any Goods damaged by you;
- Repossess the goods in accordance with the CCCFA.

5 Warrantles

5.1 Our responsibilities to you
- Where you are a consumer purchasing the Goods for domestic use then the provisions of the Consumer Guarantees Act 1993 will also apply.
- If you are a consumer purchasing the Goods for non-domestic use then the Consumer Guarantees Act 1993 will not apply.
- 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.

STATEMENT OF RIGHT TO CANCEL

The CCCFA 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 SC2020.

You must also –

a) Return to SC2020 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 SC2020 can charge you –

a) The amount of any reasonable expenses SC2020 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 SC2020.

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 SC2020 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.

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 SC2020, 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 SC2020_____ DATED_____

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 SC2020 and replaces any earlier representations, warranties, understandings and agreements whether made orally or in writing between me/us and SC2020. I/we acknowledge my/our right to purchase the Goods on the day of signing this Contract at the Cash price shown on the front page in the "Advance Made" section, in which case I/we will have no further obligation to SC2020 under this Contract.

YOUR SIGNATURE_____ DATED_____

YOUR NAME (Please print)_____

WITNESSED_____ DATED_____

FOR AND ON BEHALF OF SC2020_____ DATED_____