

### SCHEDULE

<b>Account Name</b>		<b>Loan Number</b>	
<b>Account Type</b>	Secured Consumer Finance Agreement	<b>Statement Date</b>	

**FULL NAME AND ADDRESS OF BORROWER(S).** This is the person(s) responsible for making payments

<b>Borrower</b>	
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**FULL NAME AND ADDRESS OF CREDITOR.** This is the person providing you the credit.

You may send notices to the Creditor by writing to the Creditor at the Creditor's postal address; or sending a fax to the number specified; or sending an email to the address specified.

**Dorchester Finance Limited, Level 8, 34 Shortland Street, Auckland, New Zealand, PO Box 1232 Auckland, New Zealand  
Free Phone 0800 88 44 66, Fax + 64 9 300 9531, Email [Enquiries@Dorchester.co.nz](mailto:Enquiries@Dorchester.co.nz)**

**Creditor's Financial Service Provider Registration Name:** Dorchester Finance Limited **Registration number:** FSP39361

### IMPORTANT

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 disclosure statement and a copy of your consumer credit contract in a safe place.

The law gives you a limited right to cancel the consumer credit contract (see below for further details). **Note that strict time limits apply.**

### CREDIT DETAILS.

**Initial unpaid balance.** This is the amount you owe at the date of this statement (including any fees charged by the Creditor).  
\$            made up of:

Loan Advance	\$	
Booking Fee	\$	
PPSR Registration	\$	

**Subsequent Advance(s)** This is the amount (or these amounts) will be provided to you by the Creditor on the date(s) specified.  
There are no subsequent advances.

**Total advances:** This is the total amount of all advances made or to be made to you. \$

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

## payments due Monthly. ## Regular Payments of \$     due one month after Statement Date. Final Payment of \$            due ## months after Statement Date. (includes account maintenance fee as per schedule of fees and charges attached)	Account Maintenance Fee: \$ Total amount of payments: \$ Method of Payment:                      Direct Debit
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### INTEREST

Annual Interest Rate ##.##% fixed for the whole of the contract being ## months. Interest Period: monthly	Total interest charges This is the total amount of the interest charges payable under the contract.  \$
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### **Method of charging interest**

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365.

Interest is charged to your account monthly.

### **CREDIT FEES AND CHARGES**

The credit fees and charges set out in the attached "**Schedule of Standard Fees and Charges applied to Consumer Contracts**" (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract.

Your credit contract may allow the creditor to vary these fees and charges.

Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment heading.

### **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 the Creditor for any loss resulting from the full prepayment. The Creditor may have suffered a loss if the Creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the Creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the Creditor for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004.

Administrative costs/fees are detailed in the attached "**Schedule of Standard Fees and Charges applied to Consumer Contracts**".

### **CONTINUING DISCLOSURE**

The Creditor may be required to provide you with regular statements. The statements will give you information about your account.

Statements to be provided every six months.

### **RIGHT TO CANCEL**

You are entitled to cancel the consumer credit contract by giving notice to the Creditor.

#### **Time limits for cancellation**

If the documents are handed directly to you, you must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document; or

If the documents are sent to you by electronic means (for example, email), you must give the notice within 7 working days of the statement date on the front of this document; or

If the documents are posted to you, you must give the notice within 9 working days of the statement date on the front of this document.

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

#### **How to cancel**

To cancel, you must give the Creditor written notice that you intend to cancel the contract by:

- giving notice to the creditor or an employee or agent of the Creditor; or
- posting the notice to the creditor or an agent of the Creditor; or
- emailing the notice to the Creditor's email address (if specified on the front of this disclosure statement); or
- sending the notice to the Creditor's fax number (if specified on the front of this disclosure statement).

You must also, within the same time, return to the Creditor, any advance received by you under the contract.

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

If you cancel the contract, the Creditor can charge you the amount of any reasonable expenses the Creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.).

If you cancel the contract, the Creditor can also charge interest for the period from the day you received the advance until the day you repay the advance.

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

Security interest(s)

This is secured credit. **If you fail to meet your commitments under the contract, then to the extent of the security interest, the Creditor may be entitled to repossess and sell this property.**

**Description of security interest(s):**

Property which is (or will be) subject to a security interest:

**Personal Property Collateral:**

**Motor Vehicle**

Registration	Year	Make & Model	VIN	Chassis
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**Marine**

Marine Description	Year	Make & Model	HIN	Hull Length
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**Goods Other**

Goods Description	Year	Make & Model	Serial Number	
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**Land Collateral:**

Property Description  
(or any other property purchased in substitution of the land collateral)

If you give a person other than the Creditor a security over the property, you may be in breach of this contract and the Creditor may exercise its rights under this contract including demanding payment of all monies outstanding under the contract and repossessing the property.

If the Creditor's rights under the security were to be exercised, the Borrower would be liable to the Creditor for the difference (if applicable) between the amount required to settle the contract and the net proceeds of the sale as at the date of the sale.

**Default interest charges and default fees**

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the Creditor to vary these fees and charges.

Default Interest is calculated at 10% above the Annual Interest Rate shown in the INTEREST section above. It is charged on the unpaid daily default balance from the time that you fall into default until you are no longer in default and calculated by multiplying the unpaid default balance at the end of the day by the daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Default interest is charged to your account Monthly.

Default fees and charges that may apply to this contract are detailed on the attached "Schedule of Standard Fees and Charges applied to Consumer Contracts".

**WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP**

If you are reasonably unable to keep up your payments or other obligations because of illness, injury or 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 terms of the contract (which will reduce the amount of each payment due under the contract); or
  - a postponement of the date 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 please contact the Creditor in the first instance.** Our contact details are at the front page of this document. If we are unable to resolve your complaint, you can refer to our Dispute Resolutions Scheme.

**Name of dispute resolution scheme:** Insurance & Financial Services Ombudsman Scheme Inc. (IFSO Scheme)

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the Creditor.

Contact details of the dispute resolution scheme:

Phone: 0800 888 202 or **04 499 7612**; Website: [www.ifso.nz](http://www.ifso.nz); Business address: **PO Box 10-845, Wellington 6143, New Zealand**

**ACKNOWLEDGEMENT**

All Borrower(s)

- a) accepts and undertakes to comply with the terms and conditions of this Disclosure Statement and Credit Contract applicable to it;
- b) acknowledges receipt of a copy of this Disclosure Statement and Credit Contract and Terms and Conditions applicable to it;
- c) confirms he/she has read and understood the documents described in (b) above.

\_\_\_\_\_ (Borrower(s) Initials) \_\_\_\_/\_\_\_\_/\_\_\_\_ (Date)

**BORROWER'S SIGNATURE**

Name

Date

**WITNESS SIGNATURE**

Witness Signature

Date

Witness Name