



Welcome to
Dorchester Finance

Your Finance. Your Way



We'd like to say...

Thank you for choosing Dorchester Finance. Every year we provide New Zealanders just like you with trusted financial solutions. Our philosophy is to keep things as simple and affordable as possible – your finance, your way.

Contact Us

For any enquiries on your loan, or to update your details, our customer service team are happy to help.

T: 0800 88 44 66
09 300 4800

F: 09 300 9531

E: enquiries@dorchesterfinance.co.nz

This is an important document,
please keep it in a safe place.

How to make an additional payment

At any time you wish to make an additional payment on your loan, please do so at any BNZ branch or online using the account details below.

Dorchester Finance Limited
Bank of New Zealand
02-0108-0153367-00

Please ensure you include your Dorchester Finance Account Number as the Reference.

My Dorchester Finance Account Number:



*Other services we can provide for **you***

Personal Finance

Whether it's a car, a boat or maybe house renovations, circumstances mean that we don't always have cash to pay for it up front - and that's when we can help.

- ✓ Vehicle Finance
- ✓ Property Finance
- ✓ Marine Finance
- ✓ Secured Personal Loans & Debt Consolidation

Business Finance

For smarter, wiser business owners out there we offer the support they need to help grow their companies.

- ✓ Plant & Equipment
- ✓ Vehicle Finance
- ✓ Property Finance
- ✓ Marine Finance
- ✓ Working Capital
- ✓ Lease Finance

Insurance

We offer the following insurance products to help protect you against unforeseen circumstances.

Ask us today about:

Loan Repayment Insurance, Lifestyle Insurance, Guaranteed Asset Protection, Mechanical Breakdown Insurance and Private Motor Vehicle Insurance

TERMS AND CONDITIONS

Please read these terms and conditions carefully. They contain, amongst other matters, provisions which grant Dorchester Finance Limited security in your property (both land and personal). **We strongly advise you to obtain independent legal advice prior to signing this Agreement. These terms and conditions are applicable from 1 September 2016.**

DORCHESTER FINANCE LIMITED ("DFL")

1. Responsible Lending

DFL takes its responsibilities under the Responsible Lending Code seriously. A copy of the Code is available at www.consumeraffairs.govt.nz.

2. Withdrawal of Facility

DFL may at any time prior to the Borrower drawing on the Advance and after consulting and advising the Borrower, cancel this Agreement immediately if DFL consider that:

- (a) there has been a material delay in the Borrower drawing on the Advance;
- (b) information DFL relied upon when assessing the Borrower's application is incorrect in a material respect; or
- (c) there has been a material change in the financial market conditions on which DFL relied when DFL offered the Advance to the Borrower

3. What DFL agree to do

3.1 DFL agrees to provide the Advance to the Borrower upon the terms and subject to the conditions set out in the following documents:

- (a) DFL's Disclosure Statement ("the Schedule");
 - (b) DFL's Overview Schedule of the Credit Facility Standard Terms, Conditions, Fees and Right to Cancel ("Overview Schedule") if applicable;
 - (c) these Terms and Conditions; and
 - (d) DFL's Schedule of Standard Fees and Charges ("Fees Schedule"), together referred to as "the Agreement".
- Defined terms in these Terms and Conditions will apply to all documents in (a) to (d) above

3.2 Where the Collateral is to be purchased by the Borrower DFL may pay the Advance directly to the seller of the Collateral.

4. Payments

4.1 The Borrower agrees to the following:

The Borrower agrees to pay DFL as and when due:

- (a) all payments due to DFL pursuant to the payment schedule; and
- (b) any other amounts owing pursuant to this Agreement

4.2 Payments shall be made to DFL by way of:

- (a) Direct debit/automatic payment, Wage deduction: these can be arranged by contacting DFL's customer service department
- (b) Internet/telephone banking: internet or telephone banking payments can be made from the Borrower's nominated bank account in payment of the Borrower's credit facility; or Cheque: the Borrower can make a payment by mailing it to DFL

4.3 All payments must be referenced by the Borrower's name or account number. If they are not they may be deemed as having not been paid.

4.4 DFL shall credit each payment made under this

Agreement in accordance with the Payments Schedule.

5. Interest

Interest is charged to the Borrower's account as set out in the Schedule.

6. Fees

Fees are payable by the Borrower in accordance with the Fees Schedule.

7. Default Interest

7.1 If the Borrower fails to make a payment on the due date, or any moneys payable by the Borrower in accordance with clause 4.1 DFL may charge the Borrower Default Interest (also known as Penalty Interest) at the rate of the Annual Interest Rate plus 10% in respect of the amount of the default and while the default continues.

7.2 Default Interest is charged to the account at the end of each Interest Period.

8. Prepayment

8.1 The Borrower may repay part of the Advance early provided that the Borrower also pays:

- (a) interest to the date of repayment at the interest rate for the Advance;
- (b) a fee including administration costs equal to the reasonable estimate of DFL's loss arising from the part prepayment; and
- (c) A fee for the administrative costs arising from the part prepayment

8.2 The Borrower may repay the full amount of the Advance early provided that the Borrower also pays:

- (a) the current unpaid balance plus any interest charges (including Default Interest charges), and other fees and charges applicable at the time of the full prepayment; and
- (b) a fee for the administrative costs arising from the full prepayment; and
- (c) a fee equal to the reasonable estimate of DFL's loss arising from the full prepayment;
- (d) less a proportionate rebate of any insurance premium financed under the Advance calculated in accordance with the CCCFA

9. Disclosure

9.1 DFL takes its disclosure obligations to the Borrower under the CCCFA seriously. The latest version of DFL's standard terms and conditions and costs of borrowing are available:

- (a) on DFL's website; www.dorchesterfinance.co.nz
- (b) at the Borrower's request from DFL; and
- (c) at DFL's premises

9.2 DFL will send a statement as provided for in the Schedule (except in circumstances set out in clause 9.3 below) which shows payments made by the Borrower and Subsequent Advances (if any). Where the facility is a Revolving Credit Facility the Borrower agrees to make payment in accordance with DFL's statement.

9.3 DFL will issue statements unless:

- (a) DFL cannot reasonably locate the Borrower
- (b) there have been no transactions during the period and the total closing balance is nil;
- (c) the Borrower has breached this Agreement and DFL have commenced enforcement proceedings; or
- (d) the Borrower has been declared bankrupt or has died

and DFL have not received further requests for statements

9.4 If the Agreement is varied pursuant to the terms of this Agreement, DFL will provide variation disclosure to the Borrower in accordance with the CCCFA.

9.5 DFL will provide any disclosure to the Borrower which is requested pursuant to the CCCFA.

10. Changes to Agreement

10.1 DFL may:

- (a) change the Annual Interest Rate if you have a variable Annual Interest Rate;
- (b) change the fees payable in the Fees Schedule and the frequency and time for payment of such fees as reasonably required;
- (c) impose a new fee if reasonable;
- (d) if any law regulates a change, DFL may only change to the extent permitted by and subject to the requirements of that law

10.2 If DFL changes this Agreement pursuant to clause 10.1 DFL will give you notice of the changes in writing no later than 30 days before the change takes effect.

11. No deductions

Except to the extent that the Borrower has a right of set off granted by law, the Borrower agrees to make all payments due under this Agreement without set-off or deduction.

12. Collateral and Security

12.1 The Borrower grants DFL a first registered security interest in the Collateral as security for the repayment of the Advance and all other moneys payable under this Agreement and the performance of all other terms and obligations in this Agreement.

12.2 The Borrower agrees that (where applicable) this Agreement creates a Security Interest in the Collateral as security to DFL and that DFL may register a Financing Statement to perfect such interest pursuant to the PPSA and do all acts necessary to maintain such Financing Statement.

12.3 The Borrower authorises DFL to search the Personal Property Securities Register at any time in respect of the Borrower.

12.4 The Borrower agrees:

- (a) to keep the Collateral at the Premises and not to move or permit the removal of the Collateral without DFL's written consent and in the case of a vehicle, to keep the vehicle at the Premises when not in use
- (b) not to allow the Collateral to become an Accession (as defined in the PPSA) or attached to land or buildings in such a way as to become a fixture
- (c) not to part with possession of the Collateral or sell or attempt to sell, pledge or create a Security Interest or permit a lien in the Collateral
- (d) to immediately notify DFL if the Collateral is taken out of the Borrower's possession and advise as to where it has been removed
- (e) to ensure the Collateral is used only in a reasonable and lawful manner and to keep the Collateral registered and licensed if applicable and in the case of a vehicle to maintain a current Warrant of Fitness or Certificate of Fitness.
- (f) to keep the Collateral in good condition and protect it from loss or damage
- (g) to service or repair the Collateral at the Borrower's cost

- (h) in a proper and workmanlike manner
- (h) not to alter the Collateral without DFL's prior approval.
- (i) to notify DFL immediately of any loss of or damage to, defect or fault in the Collateral
- (j) that any accessories or goods (including replacement parts) supplied with or for any Collateral during the term of this Agreement shall become part of the Collateral for all purposes and shall be subject to the Security Interest contained in this Agreement
- (k) in the case of a vehicle, to promptly pay all traffic and parking fines, penalties, levies, fees and tax (including road user charges) imposed by any Law or any government agency in relation to the vehicle
- (l) to allow DFL to inspect the Collateral at any time between the hours of 8.00 a.m. and 5.00 p.m. on any week day and at any other time the Collateral is being used, on reasonable notice

13. Insurance

13.1 The Borrower agrees to keep the Collateral fully insured throughout the term of the Agreement for full replacement value not being less than the amount, if any, specified by DFL, for loss or damage by accident, fire, theft (and in the case of a motor vehicle, liability to third parties for bodily injury, death or damage to property) and any other risk required by DFL. The insurer must be approved by DFL and the interests of DFL noted on the policy accordingly.

13.2 Where DFL requires the Borrower to hold life insurance or other insurance such insurance must be maintained throughout the term of the Agreement for not less than the amount specified by DFL and with an insurer approved by DFL with DFL's interests noted accordingly.

13.3 The Borrower must not do or omit to do anything which could result in the insurer declining any claim. The Borrower agrees to make an insurance claim in respect of the Collateral when requested to by DFL. The Borrower agrees that any amount payable under any insurance policy will be paid to DFL and applied towards payment of all amounts outstanding under this Agreement whether or not the time for payment has arrived or towards the damage to any Collateral, as DFL sees fit.

13.4 The Borrower agrees that where the Borrower has requested loan repayment insurance such insurance is optional and not required as a condition of finance being approved.

14. Security Documents

This Agreement shall be read together with all other deeds, securities, documents and agreements given to DFL by any person to secure the Advance and any other monies payable under this Agreement so that a default under one shall constitute a default under all. DFL may exercise its rights, powers and remedies under any of the documentation in such order as DFL think fit.

15. Information

The Borrower confirms that the information provided by the Borrower is true and correct. The Borrower will promptly notify DFL of any changes in the information, and in the case of the change of name, address or email of the Borrower, 7 days prior to such change taking effect. Upon request the Borrower will provide to DFL such information about the Borrower's financial position or operations as DFL may reasonably require.

16. Agreement to mortgage

That the Borrower acknowledges that the Personal Property Collateral may not be sufficient security to protect DFL's interests and accordingly the Borrower agrees to mortgage all of the Borrower's present and future right, title and interest in the Land Collateral (or any property purchased in substitution of the Land Collateral) in favour of DFL to the intent that a caveatable interest is created in the Land Collateral as security for payment of all moneys payable by the Borrower under this Agreement. The Borrower agrees that on request from DFL the Borrower will execute a registerable mortgage in a form required by DFL over the Land Collateral for this purpose.

17. Attorney

The Borrower irrevocably appoints DFL and each of DFL's officers severally as the Borrower's attorney to do anything the Borrower is required to do under this Agreement to the extent permitted by law including, without limitation, to execute any mortgage pursuant to clause 13.1 or any insurance claim. For the avoidance of doubt DFL are unable, as the Borrower's attorney, to take a security interest in consumer goods which the Borrower has acquired after this Agreement has been signed.

18. Financial Difficulty and Unforeseen Hardship

18.1 If the Borrower is in financial difficulty and believes that the Borrower will not be able to meet its obligations to DFL, the Borrower should contact DFL immediately on 0800 884 466.

18.2 Any application in respect of unforeseen hardship pursuant to the CCCFA must be made by the Borrower to DFL in writing and specify the Borrower's reasonable cause for the Borrower's inability to meet the Borrower's obligations under this Agreement.

18.3 A Borrower is not able to make another unforeseen hardship application in respect of the same agreement less than four months after their previous application except where:

- (a) the reasonable cause is materially different; or
- (b) DFL agrees to consider the application

18.4 On receiving an unforeseen hardship application DFL will Acknowledge receipt in writing to the Borrower within 5 working days;

- (a) request further information from the Borrower if required within 10 working days;
- (b) give written notice of their decision to the Borrower within 20 working days (or if further information has been requested pursuant to 18.4(a), the later of 10 working days after receiving such information or 20 working days after the request for such information).

19. Breach by the Borrower

If any Enforcement Event occurs, then, subject to the relevant Legislation:

19.1 All moneys owing and unpaid under this Agreement will be immediately payable even if the time for payment has not arrived.

19.2 DFL may repossess the Collateral and take possession of the Collateral

19.3 DFL or its agents may enter the Premises or enter any other premises (including, where necessary, when the occupier is not present) where the Collateral is located as the

Borrower's agent for the purpose of repossessing the Collateral and take possession of the Collateral.

19.4 DFL or its agents may sell the Collateral or any part of it in such manner as DFL or its agents consider expedient and may do anything necessary to give effect to any sale.

20. General

20.1 Conflict: In the event of conflict between the terms of this Agreement and the terms of any collateral security the terms of this Agreement will prevail.

20.2 Severance: The Borrower agrees that if any provision of this Agreement is illegal, that provision will be severed from this Agreement without affecting the remaining provisions.

20.3 Rights at law: The rights in this Agreement (or related documents) do not affect the rights of either party at law.

20.4 Reinstatement: If any payment made by the Borrower under this Agreement is required to be repaid by DFL by any law, that payment will be deemed not to have affected or discharged the Borrower's liability.

20.5 Indemnity: The Borrower agrees to indemnify DFL against the following:

- (a) any liability arising in connection with the possession or use or operation of the Collateral by the Borrower;
- (a) any loss or, damage to or destruction of the Collateral; and
- (a) any liability, loss or expense DFL incurs as a result of the Borrower's default under this Agreement or the exercise of any right power and remedy under this Agreement

20.6 Costs: The Borrower agrees to reimburse DFL for all costs as set out in the Schedule of Standard Fees and Charges applied to Consumer Contracts attached to this Agreement.

20.7 Performance by DFL: If the Borrower fails to observe or perform any of the Borrower's obligations in this Agreement then DFL may perform such obligations and any moneys paid or expenses incurred will be payable by the Borrower to DFL.

20.8 No waiver: DFL will not be prevented from enforcing any of DFL's rights under this Agreement because on an earlier occasion DFL did not enforce those rights or delayed enforcing those rights.

20.9 Notices: All notices to be given pursuant to this Agreement shall be given in accordance with the Repossession Legislation. Without limitation, the Borrower consents to disclosure under the CCCFA being made in electronic form including via DFL's website (if relevant) and by means of electronic communication.

20.10 Variation: Subject to any variations permitted by this Agreement, this Agreement may only be varied or modified as agreed between the parties.

20.11 Set Off: In addition to any other rights DFL may have, DFL has the following rights:

- (a) DFL may debit any account the Borrower may have with DFL any amount the Borrower is liable for under this Agreement
- (b) DFL may set off sums the Borrower has with DFL towards satisfying any liability that the Borrower has with DFL under this Agreement without prior notice to the Borrower

20.12 Governing Law: This Agreement shall be governed by New Zealand law.

20.13 Commission: The Borrower acknowledges that DFL or any broker, agent, dealer or other person who introduces the Borrower to DFL may receive commission, fees or other remuneration for providing such introduction.

20.14 Counterparts: This Agreement may be signed in any number of counterparts (including by facsimile or scanned copy), all of which together shall constitute one and the same document. Any Party may enter into this Agreement by signing any such counterpart. Such document or documents may be relied on by any party and presented in legal proceedings as though it were an original.

21. Assignment

DFL may assign its rights under this Agreement provided that the Borrower has and may exercise the same rights under the Agreement against the assignee as the Borrower has against DFL.

22. Interpretation

In this Agreement the following terms and expressions have the following meanings:

22.1 "Advance" means the Initial Total Advances, any Subsequent Advances and all other moneys advanced or amounts payable under this Agreement; "Annual Interest Rate" means the annual interest rate described in:

- (a) the Schedule; or
- (b) the Overview Schedule, and as amended by DFL by notice in accordance with clause 10 from time to time.

"CCCFA" means the Credit Contracts and Consumer Finance Act 2003;

"Collateral" means the property described as the Collateral in the Schedule and includes both Personal Property Collateral and Land Collateral and any proceeds of that property;

"CRA" means the Credit (Repossession) Act 1997;

"DFL" and "Creditor" are references to Dorchester Finance Limited;

"Enforcement Event" means the occurrence of any of the following events:

- (a) the Borrower does not pay any money payable under this Agreement when due or a payment is dishonoured or reversed;
- (b) the Borrower does not perform or comply with any other obligation the Borrower has under this Agreement;
- (c) the Borrower dies, ceases to be of full capacity or commits and act of bankruptcy;
- (d) any insurance policy in respect of the Collateral is cancelled by the insurer;
- (e) if DFL believe the Collateral is "at risk" (as defined in section 7 of the CRA and section 83E(2) of the CCCFA);
- (f) the Borrower stops payment to or enters into any composition or other arrangement with the Borrower's Creditors generally;
- (g) any distress or execution is levied upon or against any of the Borrower's assets or any of the Borrower's property or assets are seized or appropriated by any person or a security over any of the Borrower's assets becomes enforceable; or
- (h) any judgment is obtained against the Borrower and remains unsatisfied for more than 14 days

"Financing Statement" has the same meaning as that term is defined in the PPSA.

"Interest Date" means the interest date set out in the Schedule;

"Interest Period" means the period from (and including) the Interest Date (or in the case of the first Interest Period, from the Interest Commencement Date) to (but excluding) the next Interest Date;

"Land Collateral" means Collateral being any right, title or interest in land;

"Laws" means Acts of Parliament, regulations and by-laws;

"Personal Property Collateral" means all Collateral which is not Land Collateral;

"PPSA" means the Personal Property Securities Act 1999;

"Premises" means the premises described in the Schedule at which the Personal Property Collateral is to be kept;

"Repossession Legislation" means the CRA for agreements entered into prior to 6 June 2015 and the CCCFA for agreements entered into, amended or renewed from 6 June 2015;

"Schedule" means the disclosure statement provided in accordance with section 17 of the CCCFA (together with DFL's loan approval letter, if applicable) forming part of this Agreement to which these terms and conditions are attached.

"Security Interest" has the meaning given to that term in the PPSA;

"Subsequent Advance" means any subsequent advance described in the Schedule;

"Term" means the period commencing on the date of this Agreement and ending on the date all moneys payable under this Agreement have been paid in full.

22.2 Other terms: All other capitalised terms have the meaning set out in the Schedule.

22.3 Headings: Headings are for guidance only and do not affect the interpretation of this Agreement.

22.4 Plural and singular: References to the plural include the singular and vice versa.

22.5 Successors: References to a person include (as applicable) that person's successors, executors and permitted assigns.

22.6 Joint and several: If more than one person executes this Agreement as Borrower, references to the Borrower in this Agreement shall include each such person and any two or more of them and shall bind each such person under this Agreement jointly and severally.

Schedule of Standard Fees and Charges

(Applicable from 6 June 2015)

Application Fee \$250.00

This is a fee for receiving and processing the loan applications together with acceptance and establishment of the loan and is added to the loan contract when the loan is drawn.

Account Maintenance Fee

This fee is part of the loan instalment and is for the maintenance service provided. The fee is charged at: Loan Instalment plus \$2.50

PPSR \$14.00

This fee is charged to the loan contract when drawn for the cost of lodging security and releasing security when the contract has been completed.

Assignment Fee \$250.00

This fee is charged when assigning a contract from one Borrower(s) and/or Guarantor(s) name to another Borrower(s) and/or Guarantor(s) name.

Caveat Fee

Where a loan is secured by a caveat / agreement to mortgage we will register a caveat over the property, caveat registration costs will be charged to the loan to a maximum of \$322.00 for each property. NB: Upon settlement, costs may be incurred for the release of the caveat.

Mortgage Fee

For any loan where we register a mortgage over a property, mortgage registration costs will be charged to the loan to a maximum of \$386.00 for each property. NB: Upon settlement, costs may be incurred for the release of the mortgage.

Legal Costs

If the structure of your loan or financing is such that we require solicitors to prepare any documentation or advice, you will be responsible for the reasonable legal costs of the legal work undertaken.

Early Repayment Fee \$15

Administration fee charged to the loan account when the account is settled early.

Settlement Loss Fee

A variable fee to cover any loss derived from breaking the funding associated with your loan (as described in the disclosure statement and credit contract).

Modifications

Contract Variation (Security) \$30.00

Fee is charged when the goods/security on the loan contract are to be changed.

Collections

Default Interest Charge

Default interest (also known as penalty interest) is calculated at the rate of the Annual Interest rate plus 10% in respect of the amount of the default while the default continues.

Dishonoured Payment Fee \$10.00

Fee is charged to the loan account in the event of a payment tendered to the account is dishonoured by the Borrower's bank.

Repossession Warning Notice \$15.00

Fee is charged to a loan account when a Repossession Warning Notice is issued. This is generally 9 days after a breach of terms (e.g. overdue instalments).

SMS Charge \$0.20

Fee is charged to the loan account where we are attempting to contact the client by SMS message service after a breach of agreement has occurred (e.g. overdue instalments).

Phone Call \$3.00

Fee is charged to the loan account where a Credit Controller is attempting to contact the Borrower regarding overdue amounts on the loan account where the loan account has been in arrears more than 10 days.

Repossession Authority \$50.00

Fee is charged to the loan account when it is necessary to issue a Repossession Authority as a result of a serious default (e.g. overdue instalments). This amount along with the arrears and any agent costs are due and payable immediately to avoid repossession.

Recovery Costs

Costs incurred by a third party (e.g. repossession agent, legal provider on a solicitor-client basis, repairer) will be charged to a loan account for the invoiced amount, copies of which are available upon request.

Formal Demand (Mortgage) \$30.00

Fee is charged to a loan account for a Demand issued when the loan account has a serious breach of agreement. Formal demand is issued prior to a Property Law Notice.

Property Law Notice (Mortgage) \$50.00

Fee is charged to the loan account when a serious breach of agreement has occurred (e.g. overdue instalments).

Post-Repossession Notice \$25.00

A Post Repossession Notice is issued within 14 days of the taking of goods by the Creditor. Fee for the issue of Post Repossession Notice will be charged to the loan account.

Statement of Account After Sale \$35.00

Fee is charged to the loan account following production and service of this notice after sale of goods within 7 days of the sale being effected.

Insurance

The cost of insurance cover for Loan Repayment Insurance, Motor Vehicle Insurance, Mechanical Breakdown Insurance and Accidental Death Insurance may be included in the loan. The premium financed will be paid to the relevant insurance company and provide insurance cover for the period stated in each insurance policy.

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.

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 and Financial Services Ombudsman Scheme (IFSO). 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
Business address: PO Box 10-845,
Wellington 6143, New Zealand

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