



## Consumer Credit Contract Disclosure Statement

<b>Contract number:</b> CFSDXXXXX	<b>Contract date:</b> Day Month Year
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**IMPORTANT** - This Disclosure Statement sets out key information about this Contract. You should read it thoroughly. *If you do not understand anything in this Disclosure Statement or the remainder of this Contract, you should seek independent advice.* You should keep this Contract in a safe place. The law gives you a limited right to cancel this Contract (see below for further details). **Note that strict time limits apply.**

This Disclosure Statement and the General Terms provided to you with it form the contract between you and us (**Contract**).

<b>Creditor</b> (us, we, our)	<b>Name:</b> Community Financial Services Limited (trading as CFS Finance) <b>Address:</b> PO Box 11096, Ellerslie, Auckland 1542	<b>Email:</b> customercare@cfsfinance.co.nz <b>Phone:</b> 0800 88 2000
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**Borrower details (you, your)**

	Borrower 1	Borrower 2	Borrower 3
Full Name:	Mr CFS Test Account	Mrs CFS Test Account Two	
Date of birth:	DD/MM/YYYY	DD/MM/YYYY	
Address:	XXX Sultan Street, Ellerslie, Auckland 1051	XXX Sultan Street, Ellerslie, Auckland 1051	
Email:	Account@email.co.nz	Account2@email.co.nz	
Home phone:	(09) XXXXX	(09) XXXXXXXX	
Mobile phone:	(021) XXXXXX	(021) XXXXXXXXX	

**Vehicle (as Security)**

Make	Model	Year	Reg number	VIN or Chassis number	Colour
Mazda	Mazda6	2014	XXXXXX	XXXXXXXXXXXXXXXXXXXX	White

**Term**

The commencement date is the date the first advance is made (**Commencement Date**).

The term of this Contract is **XX Months** from the Commencement Date (**Term**).

**Loan details**

Initial Unpaid Balance: <b>\$XX,XXX.00</b> This is the amount you owe us as at the date of this Contract which is made up of:	
Cash Price	\$XX,000.00
Accessories	\$X00.00
Credit Contract Indemnity*	\$X,XXX.00
GAP Cover*	\$XXX.00
Mechanical Breakdown*	\$X,XXX.00
Other Charges	\$XXX.00
Establishment Fee	\$XXX.00
Encumbrance	\$XXX.00
<b>Less</b>	
Cash Deposit	\$X00.00
Trade In Allowed	\$X,000.00

**Payments**

You must pay each amount on the date it is due, as specified below.	
Frequency of payments	Weekly
Your first payment is due on	DD/MM/YYYY
Your last payment is due on*	DD/MM/YYYY
Number of payments*	XXX Weekly
Amount of regular payment	\$XX.00
Amount of last payment	\$XX.00
Total amount of all payments (made up of the initial unpaid balance, interest and monthly administration fees)	\$XX,XXX.XX
Payment method	Direct Debit.
<small>Note: This Contract allows us to vary the amount, frequency or timing of your payments. *If all payments are made on time.</small>	

**Interest**

<b>Annual interest rate:</b>	XX.XX% fixed for the whole of the Term.
<b>Total interest charges:</b>	\$X,XXX.XX (This is the total amount of interest you pay if this Contract runs for the whole Term, and you make all payments on time and comply with the terms of this Contract).
<b>Method of charging interest:</b>	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 at the end of each monthly cycle.

**Credit fees and charges**

The following credit fees and charges which are not included in the Initial Unpaid Balance are, or could be payable, under this Contract. This Contract allows us to vary these fees and charges.

Fee description	Amount	When payable
Administration fee	\$5.00	This is a monthly fee. This fee amount is not included in the Initial Unpaid Balance, but is included in the regular payment amount listed under the <b>Payments</b> heading.
Withdrawal fee	\$62.50	This fee will be charged for any approved withdrawals.
Processing fee	\$15.00	This fee will be charged for any refunds made due to prepayments of your loan.
Settlement fee	\$125.00	This fee will be charged for processing the early full prepayment.
Loss Recovery Fee	As below	This fee will be charged for losses incurred by CFS Finance due to full prepayment.

**Full prepayment Loss Recovery Fee calculation**

If you pay the unpaid balance (including interest and other credit fees and charges due) in full before the final payment is due (**Full Prepayment**), you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment. The amount you may have to pay us for this loss (**Loss Recovery Fee**) is calculated as follows:

$$[a \times \frac{(b - c)}{100}] \times \frac{d}{365}$$

Where:

a = the principal sum outstanding at prepayment date;

b = annual interest rate under this Contract;

c = Westpac Bank 90 day bank bill rate current at the prepayment date; and

d = the lesser of: the number of days between the prepayment date and the date the final payment under this Contract is due; or 90 days.

**What could happen if you don't make your payments on time or fail to meet your commitments**

**Default interest charges and default fees**

If you do not pay us any amount under this Contract when it is due, we will charge you interest at the Default Interest Rate on that amount until it is paid, and you will be charged any applicable default fees.

If you commit any other breach of this Contract you will be charged any applicable default fees.

This Contract allows us to vary these fees and charges.

**Default Interest Rate:** The annual interest rate plus 5% per annum (**Default Interest Rate**).

Default fees	Amount	When payable
Payment reminder letter fee	\$5.00	This will be charged every time we write to you to remind you of a missed payment.
Late payment fee	\$25.00	This will be charged each time a payment is not received by the due date.
Prepossession fee	\$25.00	This fee is charged once you have missed multiple payments and we write to you to notify you of our intention to repossess the Vehicle.
Repossession fee	\$100.00	This fee is charged as a result of the Vehicle being repossessed.

You will also be charged such other fees we incur with third parties that relate to your default.

**Security interest(s)**

This is a secured loan. We will have a security interest in the Vehicle to secure your obligations to us under this Contract. If you fail to meet these obligations, we may repossess and sell the Vehicle. If there is a balance outstanding after we have repossessed and sold the Vehicle, we may apply the net sale proceeds to that remaining balance and if there is still a balance outstanding you must pay that amount to us.

**Disabling device**

If a disabling device is attached to the Vehicle, and if you fail to meet your commitments under this Contract, we have the right to disable the Vehicle (meaning the Vehicle will not be able to be driven). If there is an emergency, and you require use of the Vehicle, you may obtain limited use of it by calling us on 0800 88 2000.

***Your right to relief on the grounds of unforeseen hardship***

If you are unable to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you can apply to us 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:
  - (i) An extension of the Term (which will reduce the amount of each payment due under this Contract); or
  - (ii) A postponement of the dates on which payments are due under this Contract (specify the period for which you want this to apply); or
  - (iii) Both of the above; and
- (d) Give the application to us.

You should do this as soon as possible, because if you leave it for too long, we may not have to consider your application.

***Continuing disclosure***

We may be required to provide you with regular statements with information about your loan account. Statements will be provided every six months, at our option, by post, email, through our website or through any application.

***Your right to cancel***

You are entitled to cancel this Contract by giving written notice to us within the below time limits.

**Time limits for cancellation**

- (a) If this Contract was handed to you directly you must give notice that you intend to cancel within 5 Working Days after you receive this Contract.
- (b) If this Contract was sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 Working Days after the electronic communication is sent.
- (c) If this Contract was mailed to you, you must give notice that you intend to cancel within 9 Working Days after it was posted.
- (d) Saturdays, Sundays, and national public holidays are not counted as Working Days.

**How to cancel**

To cancel, you must give us written notice that you intend to cancel this Contract by –

- (a) Giving written notice to us or any of our employees or agents; or
- (b) Posting the notice to us or to any of our agents; or
- (c) Emailing the notice to our email address (if specified on the front of this disclosure statement); or
- (d) Sending the notice to our fax number (if specified on the front of this disclosure statement).
- (e) You must also, within in the same timeframe, return to us any advance and any other property received by you under this Contract.

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

If you cancel this Contract, we can charge you –

- (a) The amount of any reasonable expenses we had to pay in connection with this Contract and its cancellation (including legal fees and fees for credit reports, etc.);
- (b) Interest for the period from the day you received the advance until the day you repay the advance; and
- (c) If any returned property has been damaged while in your possession, the cost of repairing the damage.

**Dispute resolution and registration on financial service provider register**

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

Contact details of our dispute resolution scheme:

Name: Insurance & Financial Services Ombudsman

Phone: 0800 888 2020

Website: [www.ifso.nz](http://www.ifso.nz)

Email: [info@ifso.nz](mailto:info@ifso.nz)

Business address: IFSO Scheme Privacy Officer, PO Box 10-845, Wellington 6143

Community Financial Services Limited is registered under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 under registration number FSP135668; and is a member of the above dispute resolution scheme, registration number 5005563.

**Borrower(s) acknowledgement**

**BEFORE YOU SIGN:**

- (a) **READ THIS CONTRACT** (including the Disclosure Statement and the General Terms) so you know exactly what contract you are entering.
- (b) You should seek **INDEPENDENT LEGAL ADVICE** on this Contract and the nature and extent of your obligations under it from a solicitor that does not act for us.
- (c) Consider seeking **INDEPENDENT FINANCIAL ADVICE**.

**DO NOT SIGN** this Contract if there is anything you do not understand.

You agree this Contract may be entered into by way of electronic signature and that your signature (whether electronic or otherwise) represents your agreement to be bound by its terms.

**By signing this Contract, you:**

- (a) Agree to make the payments referred to in this Contract and otherwise comply with your obligations under it;
- (b) Agree that we may send any documents, notices, statements, disclosures (including continuing disclosure) and other communications in relation to this Contract by email, short message service or other electronic means of communication, and that we may also make disclosure (including continuing disclosure) to you through our website and through any application;
- (c) Agree and certify that the information provided by you in connection with this Contract is true and correct;
- (d) Acknowledge receipt of this Contract; and
- (e) Confirm that the credit provided to you under this Contract is to be used to acquire goods that will be used primarily for personal, domestic or household purposes, and not for business purposes.

**Borrower(s) Signature**

Signed:

Signed:

Mr CFS Test Account

Mrs CFS Test Account Two

**Witness to all signatures**

Signed:

Signature of Witness

Full Name of Witness

Occupation

City/town of residence

### Your Contract with us

1. **The Contract.** These general terms and conditions for your consumer credit contract (**General Terms**) and the Disclosure Statement provided to you with these terms form the contract between you and us (**Contract**).
2. **Meanings of terms used:** In this Contract:
  - (a) **CCCFA** means the Credit Contracts and Consumer Finance Act 2003.
  - (b) **PPSA** means the Personal Property Securities Act 1999.
  - (c) **Related Contract** means any agreement relating to the provision of loans or other financial accommodation by us to you (whether alone or jointly or together with another person), and includes any security agreement.
  - (d) **Working Day** has, in relation to the exercise of any right, power or obligation under the CCCFA, the meaning given to that term under the Act, and in all other cases a day that is not a Saturday, Sunday or statutory public holiday, excluding regional anniversary days.
  - (e) The terms **accession, at risk, proceeds, financing statement, financing change statement, personal property, verification statement and security interest** have the meanings given to them under the PPSA.
  - (f) Other capitalised terms used in these General Terms have the meaning given to them in the Disclosure Statement.
3. **Interpretation:** In this Contract:
  - (a) References to the parties include their executors, successors and permitted assignees;
  - (b) If there is more than one of you named as a Borrower each of you is individually and jointly liable to us under this Contract; and
  - (c) References to persons include individuals, partnerships, associations, corporations and unincorporated bodies of persons, government or local body or municipal bodies, in any case whether having separate legal personality or not.

### When your obligations begin

4. Your obligations under this Contract, including your payment obligations, begin on the Commencement Date and continue for the Term even if:
  - (a) There is damage to, or a defect in, the Vehicle; or
  - (b) The Vehicle is lost, stolen or destroyed.

### Your payments to us

5. **When payments must be made:** You will pay us:
  - (a) The payments in the amounts, at the times and in the manner stated in the Disclosure Statement (**Payments**); and
  - (b) The credit fees and charges, default interest charges and default fees stated in the Disclosure Statement if they apply to you, upon demand by us.
6. **How payments must be made:** You must pay all amounts payable to us by direct debit or in another manner acceptable to us.
7. **Days for payment:** If a date for payment of any amount payable to us is not a Working Day, you must pay that amount on the next Working Day.
8. **Payments to be made in full:** You must not withhold payment of any amount payable to us or set off that amount against any amount we may owe you.
9. **Our right to set-off:** We may set off any amount payable by us to you against any amount you may owe to us. If you do not pay any amounts when due under this Contract or any Related Contract, then we may, without notice to you, debit such amount from any other account you may have with us.
10. **Interest on overdue payments:** If you do not pay any amount you owe us on the date payment is due, we may charge you default interest at the Default Interest Rate on that amount until you pay it. Default interest is charged at the end of each day, and is payable upon demand by us.

11. **Block, delay or refuse a payment:** We can delay, block or refuse to process any payment or other transaction without any liability if we believe the payment or transaction:
  - (a) Breaches, or may cause us to breach, any law in New Zealand or overseas, or does not comply with any of our policies; or
  - (b) May directly or indirectly involve the proceeds of, or be applied for the purposes of, a criminal or unlawful activity including money laundering, financing of terrorism or fraud.
12. **Vary fees and charges:** We can vary all fees and charges or any payment, payable by you under this Contract from time to time if we believe it is necessary. We will notify you of any such changes by written notice or as required by law.

### Prepaying early

13. **Full prepayment:** You can fully prepay all amounts you owe us as at the agreed repayment date. We may require you to pay the Settlement Fee, and a fee to compensate us for any loss we incur, as set out in the Disclosure Statement under *Full prepayment Loss Recovery Fee calculation*.
14. **Prepayments in part:** We may decline to accept a part prepayment from you at our discretion. In the event we do accept a part prepayment, you will still be required to maintain your regular payment schedule as detailed in the Disclosure Statement.

### Our security over the Vehicle

15. **Security interest:** You grant a security interest over the Vehicle, and all proceeds (including insurance proceeds) from any sale, loss, theft or other disposition of it to us, to secure the payment of all amounts you owe us, and the performance of your obligations, under this Contract and any Related Contract (**Security**).
16. **Registering our Security:**
  - (a) We may at your cost register our Security on the Personal Property Securities Register.
  - (b) You must do all things we may require to ensure we have a perfected first ranking Security, including giving us at least 14 days' notice in writing before you change your name or any of your other details.
  - (c) You waive your right to receive any verification statement, financing statement or financing change statement in relation to this Security.

### Taking care of the Vehicle

17. **Possession:** You must keep the Vehicle in your possession and control (except where the Vehicle is being repaired) until you have paid all amounts payable under this Contract. You must not take the Vehicle out of New Zealand.
18. **Protecting the Vehicle:** You must:
  - (a) Secure and protect the Vehicle from theft, loss, destruction and damage;
  - (b) Not sell, transfer, assign the Vehicle or give possession of it to a third party;
  - (c) Not permit any charge, mortgage, lien or security interest (other than our Security) to be placed over the Vehicle or any part of it (including any accessions);
  - (d) Not change the physical appearance of the Vehicle's body or interior without our prior written consent;
  - (e) Not use the Vehicle, or allow anyone else to use it in any way that breaches any law or any insurance policy relating to the Vehicle or this Contract; and
  - (f) Immediately advise us if the Vehicle is lost, damaged, stolen or destroyed or any circumstance has arisen that might give rise to a claim under an insurance policy.
19. **Insuring the Vehicle:** You must:
  - (a) Fully insure the Vehicle at your cost, and keep it insured, against fire, theft, accident, vandalism, and any other risks (including liability to third parties for bodily injury, death, or damage to property) for its replacement value with an insurer we approve;

- (b) Ensure the insurance is issued in both yours and our names for our respective rights including our interest as first security holder;
  - (c) Promptly pay the premiums for any insurance and the amount of the excess under any insurance policies;
  - (d) Give us full details of those insurance policies if we ask for them; and
  - (e) Not let any insurance be affected or invalidated in any way.
20. **Guaranteed Asset Protection insurance cover (GAP):** If you choose to take GAP, you irrevocably authorise us to make a claim under that policy on your behalf where an insured event occurs. You authorise the insurer to pay the proceeds of such policy to us directly.
21. **Insurance proceeds:** If your insurer does not repair or remedy any lost, damaged, stolen or destroyed Vehicle, you authorise us to collect any insurance proceeds and at our discretion, use those proceeds to either:
- (a) Repair the Vehicle, and if the repair costs are more than insurance proceeds received, you must immediately pay us the difference; or
  - (b) To pay all amounts you must pay us under this Contract and any Related Contract (including amounts that may not be due), and if there is a shortfall, you will immediately pay the amount of that shortfall to us.

### Operating and maintaining the Vehicle

22. **Your obligations:** You must at all times throughout the Term:

- (a) Keep the Vehicle in good order, repair and condition;
  - (b) Ensure the Vehicle is properly maintained and serviced by qualified personnel;
  - (c) Ensure the Vehicle is used solely for the purpose intended by the manufacturer having regard to its design capabilities and limitations;
  - (d) Pay all fines, infringement notices and charges relating to the Vehicle or its use;
  - (e) Promptly pay for all work done to the Vehicle;
  - (f) Ensure all licences, certificates, warrant of fitness requirements and registrations relating to the Vehicle are paid and valid; and
  - (g) Ensure the Vehicle is not operated in a way that breaches any law.
23. **We may inspect the Vehicle:** You must allow us (or our agent) to inspect the Vehicle at any time. We may enter any premises where the Vehicle is located for that purpose, in which case you indemnify us in accordance with clause 30.
24. **Excluding warranties:** To the extent permitted by law, no condition or warranty is implied into this Contract whether by law or otherwise, other than those implied by statute which cannot be excluded.

### If you default under this Contract

25. **When you are in default:** You will be in default under this Contract if:

- (a) You do not pay any amount you owe us on the due date for payment;
- (b) You have not complied with any of your other obligations under this Contract or any Related Contract;
- (c) You commit an act of bankruptcy, make an application for entry into the no asset procedure, or you cannot pay your debts as they fall due;
- (d) You stop or suspend the payment of any of your debts, or take any action to reschedule any of your debts, other than any negotiations arising pursuant to sections 55-59 of CCCFA;
- (e) Our Security becomes enforceable;
- (f) You or any person on your behalf makes a statement that is misleading or untrue (including by omission), or we believe any of you have committed fraud;
- (g) The Vehicle is at risk; or
- (h) You are, in our reasonable opinion, in default under any Related Contract;

26. **What happens if you are in default:** If you are in default under this Contract, we may do any one or more of the following things:

- (a) Repossess the Vehicle and sell it. We may as your agent enter any premises where the Vehicle is located and remove it, in which case you indemnify us in accordance with clause 30;

- (b) Require you to immediately pay all costs associated with the recovery of the Vehicle and its preparation for sale;
  - (c) Require you to immediately pay all amounts payable by you (whether or not such amounts are due) including interest, default interest charges and/or default fees;
  - (d) We may exercise any other right we have at law or under this Contract; and
  - (e) If a disabling device is attached to the Vehicle, we may disable the Vehicle.
27. **PPSA sections that do not apply:** Nothing in sections 114(1)(a) (to receive notice of sale of goods), 116 (to receive a statement of account), 117(c) (to receive any surplus), 119 (to recover any surplus), 120(2) (to receive notice of proposal to take goods), 133 (to reinstate security agreement) and 134 (limit on reinstatement) of the PPSA will apply to this Contract or the Security.

28. **PPSA sections waived:** You waive your rights under sections 121 (to object to proposal), 125 (damage to goods on removing accession), 129 (notice of removal of accession), and 131 (court order preventing removal of accession) of the PPSA.

### Recovering our costs or loss

29. **Costs:** You must pay us all costs and expenses (including legal costs and expenses incurred on a solicitor/own client basis), duties or taxes we incur in relation to preparing or varying this Contract, giving any consent, registering or discharging any Security, and protecting or enforcing our rights under this Contract, including recovering any amounts which are or become payable by you.
30. **Indemnity:** You indemnify us against all costs, expenses (including all taxes and all costs and expenses incurred on a solicitor/own client basis) liabilities and loss we incur, and all proceedings, claims or demands, brought against us, arising directly or indirectly from us exercising our rights under this Contract, or from any breach of this Contract by you, or any other act or omission by you, or at law.

### Other general terms

31. **Power of attorney:** You irrevocably appoint us and each of our agents (each an **Attorney**) severally, to be your attorney to do and execute on your behalf all acts and documents which you agree to do under this Contract, or that are required to fully exercise any of our rights under this Contract or granted by law.
32. **Assignment:** We may assign our rights or obligations under this Contract without your consent. You cannot assign or transfer any of your rights or obligations under this Contract unless we have agreed to you doing so in writing.
33. **Legal compliance:** We may change the terms of this Contract if it is required by law. We will notify you of any such changes by written notice or as we are required by law.
34. **Signing in counterpart:** This Contract may be signed in counterparts, which together form one document. A copy of this Contract signed by a party and received by email may be relied on as if it were an original copy of this Contract.
35. **Notices and communications:** We may send any documents, notices, statements, disclosures (including continuing disclosure) and other communications in relation to this Contract by post, email or similar means of communication in accordance with the PPSA and the CCCFA.
36. **Electronic signature:**
- (a) Unless you state otherwise in writing, we may retain your signature electronically (including any digital signature) for the purpose of evidencing your entry into this Contract.
  - (b) You agree that any disclosure statement, document, notice or other communication we send electronically will be treated as being received by you at the time it is sent, provided we have not received a notification that it has not been delivered.
37. **Privacy:** The purpose of the CFS Privacy Policy is to inform our clients and any users of our digital platforms, i.e. website and social media sites, about how we comply with the requirements of the NZ Privacy Act 2020 ("the Privacy Act") in managing this personal information.

We are committed to the security and protection of your personal information that we hold and use. If you have any questions relating to our compliance with the Privacy Act 2020, please read the CFS Privacy Policy at <https://www.cfsfinance.co.nz/privacy-policy>.

<b>Re: Account, CFS Test</b> <b>Application for Finance [Loan No: CFSDXXXXX]</b>	<b>Community Financial Services Limited</b> <b>2-4 Sultan Street, Ellerslie, Auckland 1051</b>
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1. I/We as, or on behalf of, the applicant named above:

- (a) Declare that I am/we are over the age of eighteen years and that I am/we are not an undischarged bankrupt; and
- (b) Declare that all information provided to Community Financial Services Limited (**CFS**), whether in any application or otherwise, is true and correct in every particular.

2. I/We as, or on behalf of, the applicant named above:

- (a) Agree that CFS, and any of CFS' associated entities, related companies, affiliates or subsidiaries in accordance with the NZ Privacy Act 2020, may collect, hold, use and disclose commercial, personal and credit information (including credit default information, ongoing credit account information and repayment history information) (**Information**) about me/us for the purposes of:
  - (i) assessing my/our application, or the application of the applicant named above (**related applicant**), for a loan, lease or other credit facility from CFS (**facility**), including completing a credit check which includes Ministry of Justice (MoJ) fines;
  - (ii) assessing whether to accept me/us as a guarantor or other security provider;
  - (iii) confirming and verifying my/our, or the related applicant's, identity and address, including electronically matching my/our Information with identification information on third party databases;
  - (iv) for work visa holders, completing a visa verification enquiry;
  - (v) sourcing any required insurances or confirming valid insurance is in place on any vehicle the subject of an application;
  - (vi) making credit decisions about me/us or the related applicant, including reviewing or managing any facility, collecting or recovering any amounts I/we or a related applicant owes CFS or any of CFS' associated entities, related companies, affiliates or subsidiaries, or to better service any facility provided to me/us or the related applicant;
  - (vii) complying with any laws in New Zealand and overseas, including any mandatory obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
  - (viii) utilising services provided by other third parties (including credit reporters) in connection with the assessment of any application or the provision of any facility, or other products and services provided by CFS;
  - (ix) monitoring and screening any facility I/we have or any related applicant has with CFS for anti-money laundering and countering financing of terrorism purposes and for fraud and crime detection purposes;
  - (x) providing me/us or any related applicant with information about any facility, or any other products or services that either CFS, any of CFS' associated entities, related companies, affiliates or subsidiaries or any other organisations with which CFS does business, can provide to me/us or the related applicant, or for other marketing purposes, unless I/we tell CFS not to;
- (b) Agree my/our Information may for the purposes listed above (**Purposes**) be collected from or disclosed to:
  - (i) any of CFS' associated entities, related companies, affiliates or subsidiaries;
  - (ii) any third party that provides services to, or on behalf of, CFS, such as mail houses, lawyers, motor vehicle dealers, insurers, computer system providers and data service and hosting providers including those utilising cloud computing technology in New Zealand and overseas, so they can perform those services for CFS;
  - (iii) reputable research firms engaged by CFS to carry out customer surveys and conduct market research;
  - (iv) the police, certain governmental agencies or other financial institutions where CFS believes collection or disclosure is required by law or disclosure will assist with the investigation, detection and/or prevention of money laundering or other criminal offences;
  - (v) any credit reporter or debt recovery agency;
  - (vi) guarantors or proposed guarantors;
  - (vii) any of my/our authorised signatories; and
  - (viii) any other party authorised by me/us.

3. I/We also agree that CFS may produce this authority to such parties for the above Purposes;

- (a) Agree Information disclosed by CFS to credit reporters may be listed on their systems, used by them to provide their credit reporting services, and supplied to their customers who use their services to make credit decisions about me/us. I/We authorise those parties to hold and disclose such information for the purposes set out in this clause; and
- (b) Understand the provision of my/our driver licence number(s) for disclosure to a credit reporter is voluntary.

4. I/We as, or on behalf of, the applicant named above:

- (a) Acknowledge that if I/we do not provide the information sought by CFS for the above Purposes, CFS may be unable to process my/our application, or the application of the related applicant, or be unable to continue providing any facility or other products and services to me/us, or the related applicant; and
- (b) Acknowledge that while CFS will do its best to ensure my/our Information is accurate, it is my/our responsibility to inform CFS of any changes in my/our Information. Where my/our Information collected by CFS may be readily retrieved, I/we can access it and, if necessary, shall have the right to request correction thereof where required by notice in writing to CFS at PO Box 11096, Ellerslie, Auckland 1542. To protect the security of your personal information, CFS may require you to provide identification before updates or access to your personal information is provided. CFS are only able to delete your personal information to the extent that it is not required to be held by CFS to satisfy any legal, regulatory or similar requirements.

5. I/We as, or on behalf of, the applicant named above:

- (a) Agree to meet the cost of an independent valuation of the security to support this application such valuation to be obtained by you and also I/we agree to pay all legal costs reasonably incurred by you in consequence of this application. My/Our solicitor/agent is authorised to accept notification on my/our behalf.

<b>Signed by Mr CFS Test Account</b>  _____ Signature  _____ Date	<b>Signed by Mrs CFS Test Account Two</b>  _____ Signature  _____ Date
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## Addendum to Consumer Credit Contract

### Disclosure Statement

<b>Contract number:</b> CFSDXXXXX	<b>Contract date:</b> DD/MM/YYYY
-----------------------------------	----------------------------------

**Borrower details (you, your)**

	Borrower 1	Borrower 2	Borrower 3
Full Name:	Mr CFS Test Account	Mrs CFS Test Account Two	
Date of birth:	DD/MM/YYYY	DD/MM/YYYY	
Address:	,XXX Sultan Street, Ellerslie Auckland 1051	XXX Sultan Street, Ellerslie, Auckland 1051	
Email:	Account@email.co.nz	Account2@email.co.nz	
Home phone:	(09) XXXXXXXX	(09) XXXXXXXX	
Mobile phone:	(021) XXXXXXXX	(021) XXXXXXXX	

**Vehicle (as Security)**

Make	Model	Year	Reg number	VIN or Chassis number	Colour
Mazda	Mazda6	2014	XXXXXX	XXXXXXXXXXXXXXXXXXXX	White

Since we have a security interest in the motor vehicle described in the Contract we have a policy of "tracking" the vehicle while there are payments owing to us.

We do this by requiring a tracking unit (Unit) be installed in the vehicle, this having GPS capability enabling us to monitor the vehicle's whereabouts. You agree as follows:-

1. To the Unit being installed in the vehicle for the purposes described above.
2. To pay for the Unit and installation charge. This forms part of the Initial Unpaid Balance.
3. Not to disable or tamper with the Unit while there are still payments due under the Contract.
4. To notify us immediately if the Unit is tampered with or disabled by anyone else.
5. If the Unit is disabled by you or anyone else (apart from us) we will treat the vehicle as being "at risk" and be able to repossess the vehicle without notice.
6. You agree that should you default under the Contract then we may disable the vehicle via the Unit until the outstanding payment is made. We may do this in addition to the other rights we have to repossess the vehicle and collect payments due under the Contract.
7. We will not be responsible for any loss or damage to the vehicle following it being disabled however caused, nor will we be responsible for any consequential loss you or others may suffer because the vehicle has been disabled.
8. Only our authorised representative is permitted to repair the Unit or its components. Should the Unit require replacement or repair we will notify you. You agree to deliver the vehicle to us as requested after we give you reasonable notice to enable that work to be completed. We will meet all costs of repairs and maintenance to the Unit except for repairs which are being caused by you breaching paragraphs 3 or 4 above. You are responsible for the cost of those repairs.

A breach of this Addendum amounts to a default by you under the Contract.

**Credit fees and charges**

The following credit fees and charges are, or could be, payable under this Addendum to the Consumer Credit Contract. This Contract allows us to vary these fees and charges.

Fee description	Amount	When payable
Monthly Service charge	\$19.55	This is a monthly charge (GST inclusive) to be paid at the same time as Payments under the Contract are due.
Early Termination fee	\$103.50	This fee (GST inclusive) will be charged in the event that the monitoring is cancelled within the first 24 months through any circumstances.

<b>Signed by Mr CFS Test Donald Tee Account</b>  _____ Signature  _____ Date	<b>Signed by Mrs CFS Test Account Two</b>  _____ Signature  _____ Date	<b>Signed by</b>  _____ Signature  _____ Date
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## Direct Debit Authority Form

**COMMUNITY FINANCIAL SERVICES LTD**  
**AUTOMOTIVE FINANCE DIRECT DEBIT FORM**

<b>BANK INSTRUCTIONS</b>				
NAME (Of Bank Account) <b>Mr CFS Test Account</b>				
BANK ACCOUNT FROM WHICH PAYMENT TO BE MADE				
X X	X 4 X X	X X X X X X X	0 0	
BANK	BRANCH	ACCOUNT NUMBER	SUFFIX	
(Please attach an encoded deposit slip to ensure your number is loaded correctly)				

AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)							
<b>AUTHORIZATION CODE</b> <table style="margin: auto;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> </tr> </table>	X	X	X	X	X	X	X
X	X	X	X	X	X	X	

To the Bank Manager

BANK: ASB Bank BRANCH: TOWN/CITY:
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I/We authorise you until further notice in writing to debit my/our account with you all amounts which  
**COMMUNITY FINANCIAL SERVICES**  
 (hereinafter referred to as the Initiator)  
 the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

**INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT:**

PAYER PARTICULARS <table border="1" style="margin: auto;"> <tr> <td style="text-align: center;">C</td> <td style="text-align: center;">F</td> <td style="text-align: center;">S</td> <td style="text-align: center;"> </td> <td style="text-align: center;">F</td> <td style="text-align: center;">I</td> <td style="text-align: center;">N</td> <td style="text-align: center;">A</td> <td style="text-align: center;">N</td> <td style="text-align: center;">C</td> <td style="text-align: center;">E</td> </tr> </table>	C	F	S		F	I	N	A	N	C	E	PAYER CODE <table border="1" style="margin: auto;"> <tr> <td style="text-align: center;">C</td> <td style="text-align: center;">F</td> <td style="text-align: center;">S</td> <td style="text-align: center;">D</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	C	F	S	D	X	X	X	X	X			PAYER REFERENCE <table border="1" style="margin: auto;"> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>										
C	F	S		F	I	N	A	N	C	E																								
C	F	S	D	X	X	X	X	X																										

YOUR SIGNATURE(S)

Date        /        /

Approval Code: <b>XXXX</b> <b>0X/XX</b>	For Bank Use Only Original Retain At Branch    Copy – Forward to initiator if requested			Bank Stamp
	Date Received	Recorded by	Checked by	

**CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

- 1. The Initiator:**
    - (a) Has agree to give advance notice of the net amount of each direct debit and the due date of debiting **at least 10 calendar days before** (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This notice will be provided either:
      - (i) in writing; or
      - (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

The advance notice will include the following message:  
 "unless advice to the contrary is received from you by (date\*) the amount of \$..... will be direct debited to your Bank account on (initiating date)."  
 \* This date will be at least two (2) days prior to the initiating date to allow for amendments of Direct Debits.
  - (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- 2. The Customer may:-**
  - (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
  - (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
  - (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in term of clause 1(a) above, request the Bank to reverse or alter any such direct debit initiated by the Initiator by debiting the amount of the reversal or alteration of a direct debit back to the Initiator through the Initiator's bank, PROVIDED such request is made not more than 120 days from the date when the direct debit was debited to my/our account.
- 3. The Customer acknowledges that:-**
  - (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
  - (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
  - (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.
  - (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-
    - the accuracy of information about Direct Debits on Bank statements
    - any variations between notices given by the Initiator and the amounts of Direct Debits
  - (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- 4. The Bank may:-**
  - (a) In its absolute discretion conclusively determine the order of priority payment by it or any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
  - (b) At any time terminate this authority as to future payments by notice in writing to me/us.
  - (c) Charge its current fees for this service in force from time-to-time.

These terms and conditions are Payments NZ Limited approved and are non-negotiable.