

## EXPRESS CONTRACT

### DISCLOSURE STATEMENT

**IMPORTANT** – The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. 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.

This disclosure statement must be provided to you before you sign. The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. Note that strict time limits apply.

Agreement Date: 22/01/2019  
Agreement Number: 00000000  
Customer Number: 000000

#### FULL NAME AND ADDRESS OF CREDITOR

(This is the person providing you the credit)

Name: Superloans Hutt Ltd  
Postal Address: 3a Pretoria St  
Lower Hutt  
Phone: 0800 333 000  
SMS: 3300  
Email: lowerhutt@superloans.co.nz

You may send notices to the creditor by: writing to the creditor at the creditor's postal address; sending a fax to the fax number specified (if any); or sending an email to the email address specified (if any).

#### YOUR FULL NAME AND ADDRESS

Name: Sample Customer  
Address:

### CREDIT DETAILS

#### INITIAL UNPAID BALANCE

This is the amount you owe as at the date of this statement (including any fees charged by the creditor).

Cash Advance:	\$500.00
Establishment Fee:	\$0.00
Initial Balance:	\$500.00

#### PAYMENTS

You are required to make each payment of the amount specified and by the date specified.

Number of Weekly Payments:	8
Weekly Payment Amount:	\$62.50
Total Payments:	\$500.00
First repayment:	Tuesday, 29 January 2019
Last repayment:	Tuesday, 19 March 2019

#### INTEREST

Interest is calculated by multiplying the unpaid balance of your loan (including fees and capitalised interest) at the end of each day by the daily interest rate. Interest is applied (capitalised) to your loan at the end of each Weekly pay period.

The Annual interest rate is: 0.0%

The Daily interest rate is: 0.0%

The total amount of interest charges payable under the contract is: \$0.00

#### CREDIT FEES AND CHARGES

There are no credit administration costs or fees chargeable in relation to this contract.

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

Administration costs and fees payable on dishonour of payment are disclosed under the dishonoured payments heading.

#### PAYMENT WAIVER PROTECTION

There is no payment waiver policy included in this contract.

#### FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), there are no additional fees or charges payable.

#### DISHONOURD PAYMENTS

For each dishonoured payment, the payment schedule will be extended by one or more additional pay periods. In addition to payment of the administration fees for each dishonoured payment you will also be required to pay the period interest rate for any additional pay periods.

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Offer accepted by Sample Customer

Signature: \_\_\_\_\_

Date: 22/01/2019

Offer made by Superloans Hutt Ltd

Signature: \_\_\_\_\_

Date: 22/01/2019

## RIGHT TO CANCEL

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

### HOW TO CANCEL

If you want to cancel this contract you must give written notice to the creditor. You must also return to the creditor any advance and any other property received by you under the contract.

### 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, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent. If the documents are 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 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); and
- interest for the period from the day you received the advance until the day you repay the advance.

This statement only contains a summary of your rights and obligation 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 the creditor is being unreasonable in any way, you should seek legal advice immediately.

### UNFORESEEN HARDSHIP

If you are unable to reasonably keep up your payments or other obligations because of illness, injury, 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:

- make an application in writing; and
- explain your reason(s) for the application; and
- request one of the following:
  - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
  - a postponement of the dates on which payments are due under the contract (specifically the period for which you want this to apply); or
  - both of the above; and
- 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

Name of dispute resolution scheme: Financial Dispute Resolution Service ("FDRS")

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: 0508 337 337  
Website: [www.fdrs.org.nz](http://www.fdrs.org.nz)  
Business address: Level 4, 142 Lambton Quay, Wellington 6011

### REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor registration name: Superloans Hutt Limited  
Registration number: 275068

## TERMS OF AGREEMENT

### DEFINITIONS

In this Agreement:

- "Agreement" and "contract" means the Disclosure Statement for Consumer Credit Contracts, the Right to Cancel and this Terms of Agreement;
- "You" and "your" means the party referred in the Disclosure Statement under "Your Full Name and Address";
- "Our" "us", "we" and "creditor" means the party referred to in the Disclosure Statement under "Full Name and Address of Creditor" or our nominee.

### YOUR COMPLIANCE

You agree to comply with the terms of this Agreement at all times.

### INFORMATION REQUIRED

You agree to provide us with the following information which must be satisfactory to us at our discretion:

- 3 consecutive months of bank statements;
- Current photo ID;
- Proof of current residence.

You confirm that all information you have provided and will provide to us is accurate and complete (including, without limitation, all details provided in the Direct Debit Authority).

### OUR OFFER

If the information requested and provided by you is satisfactory to us and in consideration for your compliance with this Agreement, we agree to lend to you \$500.00 ("the advance") and you accept this offer by signing this Agreement.

### DIRECT DEBIT AUTHORITY

Before we lend the advance to you, you must also provide us with a signed Direct Debit Authority authorising us to direct debit from your nominated bank account all amounts which we become owing under this Agreement. You must ensure your nominated bank account can accept direct debiting. If you wish to change your nominated bank account you must advise us and sign a new Direct Debit Authority if required by us.

### FEES AND CHARGES

You must pay all the credit fees and charges and default fees set out in the Disclosure Statement.

### PAYMENTS

The loan is for a period of 57 days. You must repay the loan by paying the amounts set out in the Disclosure Statement to us on the dates specified. Such payments shall be made by direct debit. In the event of you having more than one contract with the creditor, the earliest dated contract must be paid first.

### PREPAYMENT

You may make a full prepayment of your loan at any time. You may only make part prepayments of your loan at the intervals specified in the Disclosure Statement.

### CONTINUED DISCLOSURE

We will provide you with a loan statement online via My Superloans.

### DEFAULT

If you fail to pay an amount due under this Agreement by the due date or if you breach any other provision of this Agreement or any other agreement you have with us:

- You must pay any default fees set out in the Disclosure Statement; and
- We may give you a default notice. The default notice will specify a date by which you must remedy your breach. If you do not or cannot remedy your breach by the date specified in the default notice, all other amounts that you owe us under this Agreement become immediately due and payable; and
- We may direct debit all amounts due under this Agreement. You authorise us to debit such amounts from your nominated bank account; and
- You acknowledge and agree that if your payment is dishonoured for any reason that you will reimburse us for any dishonour fees incurred by us; and
- You agree that if you default in any payment when due that you will indemnify us from and against all costs incurred by us in pursuing the debt including legal costs on a solicitor and own client basis and our collection agency costs.

The rights in this clause are in addition to any other rights we may have under this Agreement, at law or otherwise.

### AGENTS

If we appoint an agent, that agent (including without limitation its officers, employees, contractors or agents) shall have the benefit of any terms that confer benefits upon us.

### CONSENT TO COMMUNICATIONS

We both agree that we accept notices or other communications from each other by:

- Post;
- Delivery to a physical address;
- Phone and SMS;
- Email and other electronic formats.

Our phone number and physical, postal and email addresses are contained in the Disclosure Statement. Your physical address is contained in the Disclosure Statement. We agree to advise the other if any of our respective contact details change. Standard call charges apply. SMS messages from Superloans are at no charge to you. SMS messages to Superloans are at the standard rate.

### PRIVACY ACT 1993

You and the Guarantor/s (if any) authorise us to:

- Collect, retain and use any information about you and/or the Guarantors, for the purpose of assessing your and/or the Guarantors creditworthiness or marketing products and services to you and/or the Guarantors; and
- To disclose information about you and/or the Guarantors, whether collected by us from you directly or obtained by us from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by you and/or the Guarantors.

Where you and/or the Guarantors are an individual the authorities under (this Privacy Act 1993 clause) are authorities or consents for the purposes of the Privacy Act 1993.

You and/or the Guarantors shall have the right to request us for a copy of the information about you and/or the Guarantors retained by us and the right to request us to correct any incorrect information about you and/or the Guarantors held by us.

### GENERAL

#### Assignment

We may assign this Agreement to another party at our discretion and will provide you with notice of any assignment. You are not entitled to assign this Agreement or any benefit or obligation under it to anybody else.

#### Indebtedness

You authorise the creditor to apply (without prior notice or demand) the proceeds of this loan or any part of this loan, on account in or toward satisfaction of, any indebtedness that is not paid by the due time on the due date and owed to any incorporated company carrying on the business of a lender and pawnbroker and trading under the name Superloans. The rights under this paragraph will be without prejudice to and in addition to any right which accrues whether by operation of law, contract or otherwise.

#### Variation

A variation to any provision in this Agreement shall only be effective if it is in writing and signed by both of us and shall only apply to the extent stipulated.

#### Waiver

We are not deemed to have waived any of our rights under this Agreement unless that waiver is in writing and signed by us.

#### Severability

Each clause of this Agreement is separately binding. If for any reason either or both parties cannot rely on any clause all other clauses remain binding.

#### Entire Agreement

This Agreement is the entire agreement between the parties and no earlier representation, warranty or agreement in relation to any matter dealt with in this Agreement has any force or effect from the date of this Agreement.

#### Governing Law

This Agreement shall be governed by the laws of New Zealand.