

**1. Withdrawal of facility**

- 1.1. 1Loan ("Creditor") may at any time prior to the Borrower drawing on the Advance and after consulting and advising the Borrower, cancel this Agreement immediately if 1Loan consider that:
- (a) there has been a material delay in the Borrower drawing on the Advance;
  - (b) information 1Loan 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 1Loan relied when 1Loan offered the Advance to the Borrower.

**2. Credit's rights and obligations**

- 2.1. 1Loan agrees to provide the Advance to the Borrower upon the terms and subject to the conditions set out in the following documents:
- (a) Credit Contract and Disclosure Statement ("the Contract"); and
  - (b) these Terms and Conditions;
- together referred to as "the Agreement". Defined terms in these Terms and Conditions will apply to all documents in (a) to (c) above.
- 2.2. Where the Collateral is to be purchased by the Borrower, 1Loan may pay the Advance directly to the seller of the Collateral.

**3. Payments**

- 3.1. The Borrower must pay 1Loan when due:
- (a) all payments as shown in the PAYMENTS section of the contract; and
  - (b) any other amounts owing pursuant to this Agreement.
- 3.2. Payments shall be made to 1Loan by way of:
- (a) Direct debit/automatic payment: these can be arranged by contacting 1Loan's customer service department on 09 473 3313 or by emailing [info@1Loan.co.nz](mailto:info@1Loan.co.nz)
  - (b) Internet/telephone banking: internet or telephone banking payments can be made from the Borrower's nominated bank account.
- 3.3. All payments must be referenced by the Borrower's contract/account number. If they are not, they may be deemed as having not been paid.

**4. Interest**

Interest is normally charged to the Borrower's account on the last day of the month.

**5. Financial Difficulty**

If the Borrower is in financial difficulty and believes that the Borrower will not be able to meet its obligations to 1Loan, the Borrower should contact 1Loan immediately.

**6. Default Interest**

- 6.1. If the Borrower fails to make a payment on the due date, or any moneys payable by the Borrower in accordance with clause 3.1 1Loan may charge the Borrower Default Interest (also known as Penalty Interest) at the rate of the greater of the Annual interest rate + 5%, or 30% per annum on the amount overdue until the date of payment.
- 6.2. Default Interest is normally charged to the Borrower's account on the last day of the month.

**7. Prepayment**

- 7.1. The Borrower may repay part of the Advance early if the Borrower also pays:
- (a) interest to the date of repayment at the interest rate for the Advance; and
  - (b) A fee for the administrative costs arising from the part prepayment.
- 7.2. The Borrower may repay the full amount of the Advance early if 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;
  - (c) less a proportionate rebate of the repayment waiver (if any) financed under the Advance calculated in accordance with the CCCFA.

**8. Statements**

- 8.1. 1Loan will send a statement once every 6 months (except in circumstances set out in clause 8.2 below) which shows payments made by the Borrower and Subsequent Advances (if any).
- 8.2. 1Loan will issue statements unless:
- (a) 1Loan cannot reasonably locate the Borrower;
  - (b) There have been no transactions during the period and the total closing balance is nil; or
  - (c) The Borrower has breached this Agreement and 1Loan have commenced enforcement proceedings.

**9. Changes to Agreement**

- 9.1. 1Loan may:
- (a) Change the Annual Interest Rate if you have a variable Annual Interest Rate;
  - (b) Change the Charges and fees payable, 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, 1Loan may only change to the extent permitted by and subject to the requirements of that law.

9.2. If 1Loan changes this Agreement pursuant to clause 9.1, 1Loan will give you notice of the changes in writing no later than 30 days before the change takes effect.

## 10. 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.

## 11. Repayment Waiver

- 11.1. 1Loan offers a Comprehensive Repayment waiver or a Death Only Repayment waiver, depending on the Borrower's circumstances. The Repayment waiver the Borrower got (if any) is set out in the CREDIT DETAILS section of the contract.
- 11.2. Events covered by the Comprehensive Repayment waiver:
- (a) Total disablement - An accident causing total physical disablement. Payments waived: Any instalments due whilst certified unfit for work, excluding arrears, calculated on a daily basis, provided that the company shall not be liable for the first 7 days of such disablement.
  - (b) Serious illness - Any illness unless specifically excluded which causes total disablement of the purchaser from attending to employment provided the illness does not become manifest within 28 days of the commencement of this cover. Payments waived: Any instalments due during such Serious illness, excluding arrears, calculated on a daily basis provided that the company shall not be liable for the first 7 days of such disablement.
  - (c) Redundancy - Redundancy other than voluntary redundancy from full time employment, provided that you have been in permanent employment for at least 4 consecutive months prior to the redundancy. Payments waived: Any instalments payable during the period of unemployment commencing 1 month following redundancy and terminating 4 months following redundancy.
  - (d) Death – The Borrower's death. Payments waived: The outstanding debt payable at the time a death certificate is produced, excluding any arrears older than 3 months.
- 11.3. Events covered by the Death Only Repayment waiver:
- (a) Death – As set out in 11.2(d)
- 11.4. Conditions - The benefit of the waiver is conditional on the Borrower take all precautions, which can reasonably be expected in the circumstances, to prevent the occurrence of an event covered by the waiver.
- 11.5. Exclusions – No payments are waived for the following occurrences or any conditions arising from such occurrences:
- (a) Any illness or physical defect existing at or prior to the date of this waiver or manifesting itself within 28 days of such date including, without limitation, any illness or condition for which the Borrower have received treatment in the prior 6 months;
  - (b) Parachuting, paragliding, hang-gliding, racing on horseback or wheels, bungee-jumping, underwater activities involving oxygen breathing apparatus or any professional sporting activity;
  - (c) Suicide, attempted suicide, intentional self-injury or deliberate exposure to exceptional danger (except in an attempt to save human life);
  - (d) Aerial activity except as a passenger in a fixed wing aircraft owned and operated by a licensed airline;
  - (e) Under the influence of intoxicating liquor or drugs;
  - (f) Venereal disease, pregnancy, childbirth, menopause or human immunodeficiency virus (HIV);
  - (g) War (including civil war) whether declared or not, invasion, contamination by ionizing radiation or radioactivity from nuclear fuel.
- 11.6. Cancellation and Rebate - The Repayment Waiver may be cancelled by giving 1Loan 7 days notice in writing. The Repayment Waiver also automatically cancels upon full prepayment of the Credit Contract. Premium refunds will be credited to the Borrower's account and will be calculated using the following formula: Rebate = Amount of the waiver fee x (Number of whole months left on contract / Term of contract in months).

## 12. Collateral and Security

- 12.1. The Borrower grants 1Loan 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 1Loan and that 1Loan 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 1Loan 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 1Loan'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 1Loan 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.
  - (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 in a proper and workmanlike manner.
- (h) Not to alter the Collateral without 1Loan's prior approval.
- (i) To notify 1Loan 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 1Loan to inspect the Collateral at any time between the hours of 8am and 5pm 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 any Collateral fully insured throughout the term of the Agreement for full replacement value not being less than the amount, if any, specified by 1Loan, 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 1Loan. The insurer must be approved by 1Loan and the interests of 1Loan noted on the policy accordingly.
- 13.2. Where 1Loan 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 1Loan and with an insurer approved by 1Loan with 1Loan'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 1Loan. The Borrower agrees that any amount payable under any insurance policy will be paid to 1Loan 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 1Loan 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 1Loan 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. 1Loan may exercise its rights, powers and remedies under any of the documentation in such order as 1Loan think fit.

### 15. Information

The Borrower confirms that the information provided by the Borrower is true and correct. The Borrower will promptly notify 1Loan 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 1Loan such information about the Borrower's financial position or operations as 1Loan may reasonably require.

### 16. Agreement to mortgage

The Borrower acknowledges that the Personal Property Collateral may not be sufficient security to protect 1Loan'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 1Loan 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 1Loan the Borrower will execute a registerable mortgage in a form required by 1Loan over the Land Collateral for this purpose.

### 17. Attorney

The Borrower irrevocably appoints 1Loan and each of 1Loan'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 or any insurance claim.

### 18. Breach by the Borrower

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

- 18.1. all moneys owing and unpaid under this Agreement will be immediately payable even if the time for payment has not arrived.
- 18.2. 1Loan may enter the Premises or enter any other premises where the Collateral is located as the Borrower's agent for the purpose of repossessing the Collateral and take possession of the Collateral.
- 18.3. 1Loan may sell the Collateral or any part of it in such manner as 1Loan consider expedient. 1Loan may allow time for payment or purchase money and may buy in the Collateral at auction. 1Loan can rescind or vary the terms of sale and resell without being answerable for loss or expense occasioned by the resale. 1Loan may do anything necessary to give effect to any sale.

### 19. General

- 19.1. **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.
- 19.2. **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.
- 19.3. **Rights at law:** The rights in this Agreement (or related documents) do not affect the rights of either party at law.
- 19.4. **Reinstatement:** If any payment made by the Borrower under this Agreement is required to be repaid by 1Loan by any law, that payment

will be deemed not to have affected or discharged the Borrower's liability.

- 19.5. **Indemnity:** The Borrower agrees to indemnify 1Loan against the following:
- (a) Any liability arising in connection with the possession or use or operation of the Collateral by the Borrower;
  - (b) Any loss or, damage to or destruction of the Collateral; and
  - (c) Any liability, loss or expense 1Loan incurs because of the Borrower's default under this Agreement or the exercise of any right power and remedy under this Agreement.
- 19.6. **Costs:** The Borrower agrees to reimburse 1Loan for all costs as set out in the Contract.
- 19.7. **Performance by 1Loan:** If the Borrower fails to observe or perform any of the Borrower's obligations in this Agreement, then 1Loan may perform such obligations. Any moneys paid or expenses incurred will be payable by the Borrower to 1Loan.
- 19.8. **No waiver:** 1Loan will not be prevented from enforcing any of 1Loan's rights under this Agreement because on an earlier occasion 1Loan did not enforce those rights or delayed enforcing those rights.
- 19.9. **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 and by means of electronic communication.
- 19.10. **Variation:** Subject to any variations permitted by the Agreement, this Agreement may only be varied or modified as agreed in writing between the parties.
- 19.11. **Set Off:** In addition to any other rights 1Loan may have, 1Loan has the following rights:
- (a) 1Loan may debit any account the Borrower may have with 1Loan, any amount the Borrower is liable for under this Agreement. 1Loan may open an account in the Borrower's name for this purpose.
  - (b) 1Loan may set off sums the Borrower has with 1Loan towards satisfying any liability that the Borrower has with 1Loan under this Agreement without prior notice to the Borrower.
- 19.12. **Governing Law:** This agreement shall be governed by New Zealand law.
- 19.13. **Commission:** The Borrower acknowledges that 1Loan or any broker, agent, dealer or other person who introduces the Borrower to 1Loan may receive commission, fees or other remuneration for providing such introduction.
- 19.14. **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.

## 20. Assignment

1Loan 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 1Loan.

## 21. Interpretation

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

- "**Advance**" means the Initial Total Advances, any Subsequent Advances and all other moneys advanced or amounts payable under this Agreement;
- "**Future Advance**" means an amount further advanced to the client during the term of the existing loan
- "**Annual Interest Rate**" means the annual interest rate described in the Contract; or as amended by 1Loan by notice in accordance with clause 9 from time to time.
- "**CCCFA**" means the Credit Contracts and Consumer Finance Act 2003;
- "**Collateral**" means the property described in the SECURITY AND SPECIAL CONDITIONS section of the Contract and includes both Personal Property Collateral and Land Collateral and any proceeds of that property;
- "**CRA**" means the Credit (Repossession) Act 1997;
- "**Debtor**" and "**Borrower**" are references to the party named as Debtor in the Contract;
- "**1Loan**" and "**Creditor**" are references to 1Loan;
- "**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 1Loan 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.
- "**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 Contract at which the Personal Property Collateral is to be kept;
- "**Regulations**" means the Credit Contracts and Consumer Finance Regulations 2004;
- "**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;
- "**Security Interest**" has the meaning given to that term in the PPSA;

**"Subsequent Advance"** means any subsequent advance described in the Contract;

**"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.

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

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

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

**Joint and several:** If more than one person executes this Agreement as Debtor, references to the Debtor 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.