

OPERATIVE TERMS AND CONDITIONS

YOU THE BORROWERS ACKNOWLEDGE THE DEBT TO THE LENDER OF THE INITIAL UNPAID BALANCE AND AGREE:

Meaning

1. The expression "borrowers" or "you" means the person(s) shown as borrower(s) in the disclosure statement and includes their/your executors, administrators and successors in title. "Collateral" means the goods and any other personal property described in the disclosure statement in the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**" "Personal Property – Collateral" section and includes an interest in such goods or other personal property. "Default under this agreement means that you the borrower do something you are required not to do or fail to do something you are required to do. "Default fees" and "default interest" are as described under those headings in the disclosure statement. "Financial default" means that you have failed to pay and still fail to pay an instalment or other amount when due or demanded as the case may be; "Guarantor" means the person shown as guarantor in this agreement and the attached guarantee and includes his or her executors, administrators and successors in title. "Land" includes an interest in land. "Land to be mortgaged" means the land shown in the disclosure statement in the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**" "Land to be Mortgaged" section. "The money secured" means the unpaid balance plus any money you must pay to the lender under any collateral or subsequent loan agreement. "Own" includes "having an interest in" and "owner" is interpreted accordingly. "Person" includes an organisation as defined in the PPSA. "PPSA" means the Personal Property Securities Act 1999. Each gender shall include other genders. . All obligations on your part are joint and several. Any expression not described or defined in this agreement shall have the meaning ascribed to it in the PPSA or the Credit Contracts and Consumer Finance Act 2003 unless the context requires otherwise. Unless the context prevents it, the singular shall include the plural and vice versa and one genders includes others.

Grant of security interest in personal property ('Collateral')

2. In exchange for the lender lending you the initial unpaid balance (of which you are acknowledging receipt) and any subsequent advances, you grant to the lender a security interest over any collateral registered in your name or of which you are the owner as described in the "Security Interests" section of the box headed "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**". That includes a security interest in all your present and after-acquired personal property If the description of collateral owned by you in that section includes a reference to such property. The security interests are to secure payment to the lender of the money secured and also to secure your performance of all other terms of this agreement and any associated loan agreement. You promise to the lender that you own the collateral and there is no security interest in the collateral other than that granted by this agreement which you have not disclosed in writing to the lender.

Agreement to Mortgage land

3. In exchange for the lender lending you the initial unpaid balance (of which you are acknowledging receipt) and any other advances, you or such of you who own the land to be mortgaged in the '**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**' section of the disclosure statement shall execute in favour of the lender and at the cost of the borrowers a registrable mortgage over that land. Such a mortgage shall be in an all obligations form published by the Auckland District Law Society Incorporated so as to incorporate memorandum number 2011/4301 or, at the lender's option, any form to the same or similar effect reasonably required by the lender and the terms of the relevant memorandum shall be incorporated into this agreement and the priority figure for further advances by way of financial accommodation for the purposes of section 92(1) of the Property Law Act 2007 shall be (a) Ten times the total advances if the total advances are \$10,000 or less or b) \$150,000 plus five times the total advances if total advances are greater than \$10,000 and less than \$25,000 or c) \$350,000 plus total advances if total advances are \$25,000 or more and less than \$350,000 (in each case plus interest). The mortgage will secure payment of the money secured and the performance of all other terms of this agreement and any variation and the borrowers who own the land to be mortgaged hereby charge that land accordingly. If there is a reference to any other land which the borrowers may own now or may own in future in the '**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**' section of the disclosure statement the land to be mortgaged shall also include the interest of the borrowers in such other land and the borrowers hereby charge or, as the case may be, will charge such other land accordingly. .

Initials: _____

Power of Attorney

4. In exchange for the loan of the initial unpaid balance and any subsequent advances and to enable the lender more effectively to obtain the benefits under this agreement, each borrower jointly and severally irrevocably appoints the lender and any one manager or director of the lender severally to be the attorney of each borrower to do anything which the borrowers agree to do under this agreement and, in addition, (without limitation to carrying out the obligations of the borrower hereunder) to do anything and to sign any document which the attorney thinks desirable to ensure the lender is paid the money secured and otherwise to protect the interests of the lender. Without in any way limiting the generality of the power, the attorney may execute any document for the purposes of (a) the grant and registration of any interest (including a mortgage) under the Land Transfer Act 1952 (including a mortgage of land in which any borrower has no interest at the date of this deed) or (b) creating a security interest under the PPSA or causing one to attach. Or the attorney may transfer ownership of or take or transfer possession of negotiable instruments, of chattel paper, of negotiable documents of title and of investment securities and (without limitation) shall have all rights powers and privileges of the borrower in dealing with any share registry, custodial service, securities depository, clearing house or issuer and (by way of example and not by way of limitation) may sign any request to cancel FIN numbers as security for a loan. The attorney may operate and draw on any bank, building society or credit union account held by any borrower and may debit any credit card or debit card account, in each case to reduce the debt owed to the lender. This power is irrevocable and shall continue in effect until the money secured has been paid to the lender in full and continues after judgment. The borrowers ratify anything done by an attorney under this clause and further indemnify any person acting in reliance upon the power. If the lender assigns the benefit of this agreement the assignee shall have the same rights and powers under this clause as does the lender and each of you named as borrower irrevocably appoints the assignee his attorney accordingly.
5. Subject to sections 352 to 359 of the Property Law Act 2007 any notice, demand, letter or document for service on you shall be deemed to be properly served, in any court proceeding or otherwise, if served in accordance with the wording of Section 38 of the Credit (Repossession) Act 1997 read as if sub-section 1 did not include the words "required or authorised by this Act" and as if sub-section 1 (b)&(c) contained the words "or work" after the word "abode" and excluded sub-section 7. This consent applies although that Act may not apply to the collateral and although the notice or demand is not one required or authorised under that Act. In addition, service on you or any of you shall be deemed to have been effected if such notice demand letter or document is handed to any person in apparent occupation of the address of any of you or of the property shown in this agreement as being the land to be mortgaged or by attaching the document to an external door at such address. In addition if your address is a flat or apartment or room in a building and if the lender or its agents are unable to obtain access to such flat, apartment or room by virtue of the security system of the building or for some other reason, then service will be deemed to have been effected on you if the document is posted at an outside letterbox corresponding to such flat, apartment or room. If there is no such letterbox, service will be deemed to have been effected on you if such document is clearly addressed to you and is affixed to what appears to be the principal external entry to the building for the purposes of obtaining access to the address provided by you or if the document is given to any building manager or receptionist for the building and directed to be given to you. Further, if any borrower has provided an email address or a facsimile number or a mobile phone number in any loan application form, or anywhere in this agreement, or if a borrower is in default and has a public address, including an internet social media address or an address at any other internet communication system (such as, without limitation, Facebook, Skype or Trademe) that address or number shall be an information system specified by that borrower for the purpose of service and general communication.
6. You and the lender consent to using, providing and accepting information in electronic form and the parties agree that the Electronic Transactions Act 2002 applies. In particular, you agree to the lender's providing all forms of disclosure to you at your email address or by your accessing all forms of disclosure by your linking to the lender's website or otherwise obtaining the information by means of the Internet if such terms are provided by the lender.
7. You shall not be released from your obligations under this Agreement or have your liability reduced by any lack of legal capacity or other reason which would result in the Agreement not being enforceable against or any moneys not being recoverable from any other person nor by virtue of any security becoming all or partly void or unenforceable for any reason whatsoever.
8. You irrevocably authorise any person to provide the lender with such information as the lender may request as part of its administration and enforcement of this agreement and further irrevocably authorise the lender to provide to any third party (including any guarantor) any information it may hold about you for the purpose of such administration and enforcement. You consent to personal information provided in support of the application and obtained by the lender from time to time being held by the lender and used by the lender for the administration and enforcement of this agreement and for supplying you and the guarantor with information about services offered by the lender. You must provide the lender with ongoing information and any associated document requested by the lender relating to your financial status or to the collateral or to the land to be mortgaged. You further promise that all information provided by

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you or on your behalf to enable the lender to decide whether or not to lend to you is true and correct and if is not true and correct, the lender may demand payment of the then outstanding balance of the loan and you will pay forthwith on such demand.

9. This agreement is governed by New Zealand law and the parties irrevocably submit to the jurisdiction of the New Zealand courts. Should you wish to dispute the lender's rights or powers or any action of the lender in connection with this agreement, you may do so only in the New Zealand courts. This does not limit the lender's rights to enforce this agreement against you or any judgment against you or against your real and personal property in any country where you or that property may be.
10. The unpaid balance is at call. Until the lender calls up the loan you must make all payments as shown in the PAYMENTS schedule of the disclosure statement when due without any deduction or withholding for any purpose whether by way of set-off or counter-claim or otherwise and in such manner as the lender requires. This may mean that you must allow the lender to directly debit your bank account or that you set up automatic payments. The lender may also use any direct debit authority to pay itself any credit or default fee or penalty interest. If you make any payment(s) which is not in accordance with the schedule of payments in the "PAYMENTS" section of the disclosure statement the lender may credit the payment(s) in accordance with the schedule. The lender may also decline to accept any part prepayment but, if it accepts it, the lender may charge you administrative costs associated with the part prepayment.
11. You must pay to the lender forthwith upon demand or when otherwise due and in any event the lender may debit your account with (i) the lender's credit fees shown in the "CREDIT FEES AND CHARGES" section of the disclosure statement and (ii) any early repayment fee provided for in the FULL REPAYMENT section of the disclosure statement and any part repayment fee charged and (iii) the lender's default fees and default interest shown in the "**WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS** - default interest charges and default fees" section of the disclosure statement and (iv) all of the lender's costs (which include the lender's own internal administration fees), expenses and any other liabilities not now known to the lender (which include legal expenses on a solicitor and own client and on a full indemnity basis) which may be incurred or suffered by the lender in connection with:
 - a Any further application for finance, credit and security checks, interviews for and consideration and refusal or granting of that application and any variation and release of this security agreement or any financing statement or Land Transfer Act registration in relation to this security agreement not provided for in the disclosure and the negotiation and grant of any consent or waiver and
 - b Any dispute negotiation or communication with any other party having or claiming to have any interest (whether registered or not) in any collateral or in the land to be mortgaged and
 - c Any negotiation communication dealing (including any loan settlement that does not proceed) (or if you are in default, dispute) with any of you or with any guarantor and
 - d If you are in default the transfer of the security interest of any other secured party to the lender or the security interest of the lender to another secured party and
 - e The exercise or enforcement or protection or the attempted exercise enforcement or protection of any right or remedy of the lender under this agreement or what the lender believes to be a right or remedy to which it is entitled including the conduct of any Court or tribunal proceedings and any further checks and investigations necessitated by your breach or in pursuance of the enforcement and
 - f The lender's doing anything you should have done but which you have not done.
 - g If the borrower (or any person on his behalf) makes a demand under section 162 of the PPSA (such demand being a breach of this agreement) the lender's obtaining of an order under section 167 of that Act.

and you agree that amounts referred to in this clause 10 are and are deemed to be contractual damages if they are incurred by you with the lender or suffered or incurred by the lender while you are in default hereunder and in any event if not paid shall make you liable to pay default interest until paid in full.

12. The annual Interest rate, default interest rate, credit fees & default fee's payable under this agreement are fixed for the term of the loan.
13. If you fail to pay one or more instalments in full so that you are in default but otherwise are paying on time, the lender, at its absolute discretion may add the unpaid amount to the loan thus extending the term and varying the final payment or payments. The lender may but is not bound to do this more than once.
14. Subject to section 128 of the Property Law Act 2007 if any chattels included in the collateral are at risk, as defined in section 109 of the PPSA, if you breach clause 31 of this agreement, if you default in payment of any money for 5 working days after it is due or if you continue any other default for 8 working days after the posting of any notice of that default to you (or 5 working days if such notice is sent by electronic means), the lender may accelerate repayment of the loan and require you to pay the unpaid balance to the lender forthwith. The lender may call up that money even although the time for payment has not yet been reached.

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15. If you are in financial default you shall pay to the lender default interest on the unpaid balance from the date you fell into financial default until you are no longer in financial default. All default interest shall continue to be payable after and notwithstanding judgment against you and shall compound monthly. Your obligation to pay default interest is independent of and shall not merge with such judgment
16. Subject to the lender's obligations to disclose, it is your responsibility to ascertain from the lender the amount of any default interest and default fee or credit fees incurred by you from time to time and to pay them.
17. To the extent allowed by law, the lender may from time to time without notice set off against any claim or demand which you may have any debt owed by you or claim or demand which the lender may have against you.
18. The lender may receive commission on any insurance included in this agreement or subsequently required.
19. The lender may appropriate any payment received from you or money which is proceeds of the sale of collateral or the land to be mortgaged against any debt owed by you in any manner that the lender may decide, notwithstanding any appropriation you claim to have made but if the lender appropriates a sum intended by you for a particular debt ("debt A") to another debt ("debt B") that appropriation will not be the cause of your being in default under the agreement for debt A and if the two agreements have different interest rates, the interest on the sum will be credited at the higher of the two rates.
20. This agreement secures future advances. This will apply even although any sum has been paid from time to time to the lender or any account between the borrowers and the lender may be or have been in credit or settled. Any further advance will be on the same terms as those of this agreement subject to any changes set out in any variation or agreement for further advance.
21. In accordance with section 50 of the Credit Contracts and Consumer Finance Act 1993 you may repay the outstanding balance of your loan in full before it is due. However, you must also pay the lender the administrative costs arising from the full prepayment or a charge equal to its average administrative costs so arising. The lender may also charge you a fee representing a reasonable estimate of its loss arising from the full prepayment. The lender's method of calculating its loss is set out in the FULL PREPAYMENT section of the disclosure statement.
22. You must maintain a landline or cellular telephone connection subscription as the case may be. If for any reason we are unable to speak to you directly at the latest telephone number provided by you (whether landline or cellular), you authorise us to advise any person who answers **any** telephone number we have for you who we are, that we are trying to communicate with you and that we wish you to contact us and to leave messages with that person.
23. You must not change your name, physical residential or email address or your landline or cellular telephone number without first giving the lender five working days written notice of your intention to do so and of the replacement name, address or landline or cellular telephone number. The lender may write to you at the address last notified to it.
24. You will breach the agreement and the lender may call up the unpaid balance if you commit any act of bankruptcy, enter into the No Asset Procedure or without the lender's consent become subject to a summary instalment order.
25. If the lender accepts any payment or banks any cheque, which you have made or forwarded in purported full settlement of the unpaid balance or in terms connoting any accord and satisfaction, the lender will not be deemed by such acceptance or banking to have accepted the terms upon which the payment is made or the cheque is forwarded unless the lender has, before it receives the payment or cheque, agreed in writing to accept the amount in full settlement or otherwise as an accord and satisfaction.
26. No amendment to this agreement shall have any effect unless in writing and signed by a manager of the lender. The lender may exercise all or any right, power or remedy at any time and failure to do or delay in doing so shall not constitute a waiver unless the lender grants it in writing and a continuous breach shall only be waived if the lender specifies in writing that the waiver is continuous.

Security Interest in Collateral and Mortgage of land

27. You must store any collateral which is goods at the address shown as that of its owner in or above the disclosure statement or at the most recent address provided by you under clause. If you propose to store collateral goods other than where you live, you must notify the lender in advance of such storage. You must not allow any collateral goods to be stored other than at your physical residential address or at an address of which you have notified the lender and you must not allow any collateral to be taken out of New Zealand. In any event you may not change the storage address of any collateral goods while you are in default without the prior written consent of the lender. You must also care for and maintain collateral in good saleable condition and comply with any laws relating to its ownership and use and you must not use it in any dangerous or illegal activity or for any purpose for which it was not intended. If any collateral is a motor vehicle you must additionally repair damage to panels, bumpers lights windows and other exterior and interior surfaces and to paint work when such damage occurs and must ensure that the vehicle at all times is registered and not only has a warrant of fitness but is in a condition that will enable a warrant of fitness to be issued for it. You may not use any collateral motor vehicle for motor sport activity such as (without limitation) racing, rallying, speed or time trials or (and in particular) so that any driver or owner of a collateral motor vehicle receives a written caution under section 129B of the Sentencing Act 2002. The lender may inspect any collateral on giving 24 hours written notice and you shall make such collateral available for inspection at the address that you have provided as the place where the owner lives. The lender need not give notice if the collateral is at risk as defined in s.109 of the PPSA

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and it may enter any place where it believes the goods may be to look for and inspect them. In doing so the lender's employees or agents are your agents.

28. If you have granted security over after-acquired personal property and if you obtain consumer goods after this agreement comes into effect and those consumer goods are replacements for or accessions to consumer goods specifically identified in this agreement as collateral, you must provide any serial numbers for those goods as may be necessary to enable or assist registration.
29. If collateral is or includes shares in a company registered under the Companies Act 1993 or any act in replacement or variation thereof, (a) the lender's security interest includes all issues of bonus shares, rights and newly created shares and all share conversions and dividends and any other issue made in relation to the shares or stock the subject of the security interest, and (b) the lender may vote in place of the borrower at any meeting of the company shareholders and shall have all the rights and powers of the borrower under the company's constitution and at law. The authority of this subclause (b) is irrevocable
30. You must not do anything or allow anything to happen which may impair, challenge or undermine any borrower's ownership of collateral or the lender's security interest in collateral or the registration thereof nor make any application under section 162 of the PPSA. Further you must not grant any other security interest over collateral nor allow any lien to be created over it nor dispose of nor allow the disposal of collateral by sale or gift or lease or in any other way nor cause nor allow collateral to be taken out of the possession of the borrower who owns it, nor destroyed, damaged, endangered, disassembled, removed from the place where you are required to keep it nor concealed from the lender. You must not obtain any personalised registration plate on any collateral motor vehicle nor otherwise alter or remove any collateral serial number unless you first obtain the lender's consent in writing. In any event, if any of these acts or omissions occur, you must immediately advise the lender in writing.
31. Any accessions (including replacements and accessories) which are attached to collateral goods shall become part of the collateral and any replacement for collateral goods shall become part of the collateral. This includes the borrower's interest in any personalised motor vehicle registration plates.
32. The lender may take possession of the collateral for the purposes of perfecting its security interest under the PPSA
33. You must insure or procure the insurance of the collateral and of any buildings or improvements on the land to be mortgaged to their full insurable value (in the case of such buildings or improvements for full replacement value if possible) and keep them insured against fire, accident, theft, flood and storm and all other risks as the lender may require both in the names of the lender and in the names of the owners for the lender's and the owners' respective interests, all payments, in the event of a claim, to be made to the lender. Such insurance must be with an insurer licensed under the Insurance (Prudential Supervision) Act 2010 or any replacement legislation. You must not do or allow any act or omission which causes the insurance be invalidated or cancelled or which may cause the insurer to refuse payment. You must provide premium receipts and an insurance company certificate of the insurance if required by the lender. If the lender so requires insurance must be taken out with a company nominated by it.
34. You must not use the land to be mortgaged or the collateral for any criminal purpose including, without limitation, the commission of an offence under the Misuse of Drugs Act 1975 or any replacement Act.
35. If you fail to do anything which you must do or do anything you must not do, the lender may do or pay anything to remedy the default and may add that cost to the unpaid balance and the lender may charge you default interest.
36. You indemnify the lender and will keep it indemnified against any claim from any person relating to the collateral or the land to be mortgaged or the use thereof. If the lender incurs any loss, liability or expense in respect of the collateral or the land to be mortgaged or this agreement as a result of any act or omission of yours then the amount of such loss, liability or expense if any shall be payable by you to the lender and shall become part of the money secured and the lender may charge default interest thereon.
37. The lender may assign its right, title and interest in the collateral and in the land to be mortgaged and its right, title and interest in this agreement or any of them at any time. You have no such right unless the lender approves the assignee in writing in advance and in any event you will remain liable in all respects under this agreement.
38. Subject to paragraph 14 hereof as to acceleration of payment of the unpaid balance, if you default under this agreement the lender may, without notice save that required by statute, seize the collateral and for such purposes you irrevocably give to the lender the right and licence for its agents, acting as your agents, to enter any premises and if necessary to break into any building where the lender may reasonably believe the collateral may be situated (whether or not you are present) or where you are for the purpose of searching for and seizing the collateral. The lender shall not be liable in any way to you or to any third party for any damage or loss which occurs in the process of entry into any premises or during or as a result of the seizure and subsequent sale of the collateral and you will indemnify the lender against such damage or loss. On seizure (or without seizure if seizure is not necessary to sell the collateral or if the collateral is otherwise in possession of the lender), the lender may sell the collateral by auction or otherwise in any manner and in all respects (including, without restricting the generality of the power, the right to buy in, give credit and allow payment over time) as if the lender were the unencumbered owner subject to any applicable statutory obligations. You must do everything necessary to enable the lender to effect (and if applicable to register and otherwise publicly record) the sale including the signing of all necessary transfers, assignments and other documents and including the making of any necessary decisions or resolutions. On such sale the receipt of the lender or its agent will

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be sufficient discharge to the purchaser for the purchase money and no purchaser shall be bound to investigate the propriety or regularity of any such sale or be affected by any notice express or constructive that such sale is improper or irregular. The lender is not obliged to account for the proceeds of sale of the collateral unless and until it has received the proceeds.

39. The Consumer Guarantees Act 1993 shall not apply if the money secured is applied in the purchase of property for business purposes.
40. The lender shall not be obliged to marshal in your favour or in favour of any other person.
41. You waive your right to receive a verification statement following registration of any security interest and if any of the collateral is not consumer goods, none of sections 114(1)(a), 133 or 134 of the PPSA will apply to any dealings with that collateral under this agreement. and you waive any rights with respect to that collateral under sections 116, 120(2), 121, 125 (if the debtor is in possession), 127, 129 and 131 of the PPSA.
42. If you are borrowing money from the lender for any purpose, you must apply the money to that purpose and the lender may pay the money directly to the seller of any property or service if a purpose of the loan is that purchase. The lender may impose such conditions on the payment or on the application of the money as it sees necessary to protect any security interest it may have or to ensure that the loan is applied in accordance with your advice to the lender.
43. If any amount due or any security interest in property provided under this agreement is paid or provided by any party other than the borrower and on the bankruptcy or liquidation of that other party the Official Assignee ("OA") cancels the transaction under subpart 7 of the Insolvency Act 2006 or the liquidator sets aside the transaction under sections 292 to 301 of the Companies Act 1993 or the transaction is set aside otherwise as a voidable preference, then:
 - a. The lender may repay that sum to the OA or the liquidator and upon demand the borrower must pay to the lender that sum plus interest from the date the lender made payment to the to the OA or the liquidator or
 - b. The borrower must provide alternative security of a nature, quality and value equivalent to that provided by the other party to the satisfaction of the lender in the lender's unfettered discretion.



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INTERNAL COMPLAINTS PROCEDURE

Our complaints procedure may be initiated by telephone, email, via our website or in writing. Our Contact details are as follows:

Loansmart Limited
PO Box 28231
Remuera
Auckland 1050
Phone (09) 529 4566 or 0800 255 155
Email enquires@loansmart.co.nz
Website Loansmart.co.nz

If we can't resolve your issue immediately here is how it will be dealt with:

1. If you have made your complaint verbally or via our website, we will acknowledge your complaint immediately. If you have made your complaint in writing we will acknowledge it within 5 working days of receiving it.
2. We aim to have your complaint resolved within 5 days and will email or write to you outlining the resolution. If we are unable to resolve your complaint within 5 working days we aim to resolve it within 20 working days.
3. In the event that we can't resolve your complaint within 20 working days, we will write to you advising you why we require more time to resolve your complaint.

We are a member of an approved dispute resolution scheme. If you are not satisfied by the Lender's response, you may refer the matter to –

Financial Services Complaints Limited ('FSCL') Contact details for FSCL are:
FSCL
PO Box 5967
Wellington 6145
Phone (04) 472 3725 or 0800 347 257
Email info@fscl.org.nz

Schedule of Standard Fees and Charges applied to Consumer Contracts

Establishment / Approval / Account Maintenance **Establishment Fee**

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

Establishment Fees applied to new loans are as follows:

\$1000 - \$2499	No more than \$295
\$2500 - \$4999	No more than \$395
\$5000 - \$7499	No more than \$495
\$7500 - \$9999	No more than \$595
\$10,000 or more	No more than \$695

Account Maintenance Fee \$15

This fee is part of the loan instalment and is for the maintenance service provided per month
The fee is charged is no more than \$3.50 per week.

PPSR \$10

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.

Caveat Fee \$300 maximum fee

Where a loan is secured by a caveat / agreement to mortgage we will register a caveat over the property, caveat registration and release costs will be charged to the loan to a maximum of \$300.00 for each property.

Mortgage Fee

For any loan where we register a mortgage over a property, mortgage registration costs will be charged to the loan on invoice from the solicitor. NB: Upon settlement, costs may be incurred for the release of the mortgage.

Early Repayment Fee \$50

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

Loss Compensation Due To Early Repayment

You may be required to pay a fee or charge to compensate the lender for any loss resulting from the full prepayment. Please refer to the FULL PREPAYMENT clause on page 4.

Modifications

Contract Variation (Security) \$100

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

Default Fee's

If you loan falls into arrears you will be charged the following Default Fees:

Arrears less than \$500	\$5 P/Week
Arrears more than \$500 but less than \$1000	\$10 P/Week
Arrears greater than \$1000	\$15 P/Week

Dishonoured Payment Fee \$5

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

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Repossession Warning Notice \$25

Fee is charged to a loan account when a Repossession Warning Notice is issued.

Repossession Warrant \$25

Fee is charged to the loan account when it is necessary to issue a Repossession Warrant 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 repossessions.

Recovery Costs

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

Formal Demand (Mortgage) \$100

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)

Fee is charged to the loan account when a serious breach of agreement has occurred (e.g. overdue instalments). This amount will be the amount of the invoice from our solicitor.

Insurance

The cost of insurance/waiver 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 proposal.

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