

PART B – GENERAL TERMS

1. Definitions
- In this Agreement, unless the context otherwise requires:
- Agreement means this agreement, which comprises Part A - Key Terms and Execution and Part B - General Terms;
 - Claims Monies means the amount of compensation paid to you by the Insurer in the event of a Total Loss;
 - Demand means a written notice from us to you where we require you to do something. This notice may be an email;
 - Insurer means the insurance company set out in the invoice(s) provided to you that represent(s) all or part of the Invoice Total (including GST) in the "Instalment Details" section
 - Invoice Total means the invoice amount (including GST) in respect of the Policy as set out in the "Instalment Details" section of Part A;
 - Policy means the insurance policy issued to you by the Insurer and set out in the invoice(s) provided to you that represent(s) all or part of the Invoice Total (including GST) in the "Instalment Details" section;
 - PPSA means the Personal Property Securities Act 1999;
 - Rothbury Group means Rothbury Group Limited and any subsidiary or associated entity, but does not include us;
 - Secured Property means your present and future rights in relation to the Policy (including any refund or rebate in respect of the Policy) and/or Claims Monies;
 - Total Advances means the total advances set out in the "Instalment Details" section of Part A;
 - Total Loss means an event in which the lost value, repair cost or salvage cost of the risk insured under the Policy exceeds its insured value and the Policy comes to an end; and
 - Unpaid Balance means the total outstanding amount under this Agreement at the relevant time (including principal, accrued interest, fees, charges and other amounts).
2. Interpretation
- The singular includes the plural and the other way around. Headings do not affect interpretation.
- If there is more than one borrower, then "you" or "your" means each borrower jointly and severally.
- A reference to a party includes people that this Agreement is transferred to in any way and for any reason if that transfer is allowed under this Agreement.
- A reference to any legislation includes any amendment to, or replacement of, that legislation and any regulations made under that legislation.
3. Payment of Invoice Total
- When we believe that you have met all our initial requirements under this Agreement, we will pay the Invoice Total (including GST) to Rothbury Group for you. The Invoice Total may only be used to pay all or part of the total invoice amount (including GST) in respect of the Policy. You instruct us to pay the Invoice Total to Rothbury Group. You cannot withdraw this instruction.
4. Repayments
- You agree to repay the Total Advances, plus interest calculated in accordance with this Agreement, by making payments at the times and in the amounts set out in the "Payments Section" of Part A.
- Each payment must be received by us by 5pm on its due date, except for in the case of full prepayments under clause 6, which must be received by us by 4pm. The first instalment amount is principal only, deemed to have been paid on the commencement date of your loan.
5. Part Prepayments
- Except as set out in clause 6, we can decide whether or not to accept any part of the Total Advances that you repay early.
6. Full Prepayments
- You may at any time repay the Total Advances in full. If you do so, you will need to pay us the Unpaid Balance at the time of the prepayment.
7. Calculation of interest
- Interest is calculated and charged at the end of each instalment period, by multiplying the average unpaid balance by the Annual Interest Rate divided by the number of instalments.
- Interest on insurance endorsements is calculated using the flat interest rate disclosed in your current agreement, divided by the total number of days between the first payment and final payment, multiplied by the number of effective days.
8. Fees and Charges
- The following fees and charges may become payable in connection with this Agreement:
- Establishment Fee \$30.00, as described in Part A and capitalised to the Invoice Total;
- Establishment Fee on Variation (payable on variation of this Agreement) \$15.00; and
- Costs as described in clause 16.
- Subject to applicable law, we may from time to time by notice to you introduce a new type of fee or charge or vary a fee or charge payable under this Agreement.
9. Payments in cleared funds
- All Payments must be made:
- 9.1 in cleared funds which means that payments will not have any restrictions or conditions upon them;

9.2 without any tax deductions or withholdings (except to the extent required by law); and

9.3 without any set-off or counterclaim or similar.
- We may use all payments you make under this Agreement to repay or reduce any of the amounts outstanding under this Agreement or any other credit contract between us in any way we think fit unless a law requires us to use it differently.
10. You may cancel the Policy
- You may cancel the Policy at any time as long as you give us prior written notice (and if you do so we are entitled to any refund or rebate in accordance with this Agreement). You must not otherwise do anything to make the Policy fully or partly invalid. Unless we give you consent in writing to do so, or the agreement expressly allows you to do so. You must comply with your Insurer's instructions and requirements in order to keep the Policy valid. You must notify the Insurer of the terms of clauses 12 to 15 below.
11. Acceleration Events
- If any of the following events occur, the Unpaid Balance will be immediately due when we make a Demand. These events are:
- 11.1 the occurrence of a Total Loss; or

11.2 you do not pay any amount due under this Agreement on its due date; or

11.3 the Policy, or any part of it, is cancelled or invalid without our prior written consent; or

- 11.4 you grant a security interest in or over the Secured Property; or

11.5 you do not comply with any of the terms of this Agreement; or

11.6 if you are an individual, you die or are made bankrupt; or

11.7 if you are an incorporated entity (like a company), you do not meet the solvency test in the Companies Act 1993, or you go into liquidation, have a receiver, administrator or manager appointed, or enter into a compromise with any of your creditors; or

11.8 any statement you made regarding this Agreement was false or misleading in a significant way; or

11.9 if we have reasonable grounds to believe that the Secured Property has been or will be dealt with contrary to the provisions of this Agreement, by the likes of appointing an Insurance Broker other than Rothbury (or a subsidiary of Rothbury).
- In addition, we can exercise our other rights under this Agreement, including clauses 12 to 15.
12. Cancellation of your Policy
- If any of the events in clause 11 occur (and the Policy has not already ended or been cancelled), then you must also, immediately when we Demand, cancel the Policy.
13. Refunds or rebates / Payment of Claims Monies
- You must instruct the Insurer to pay us any refunds or rebates in respect of the Policy and/or any Claims Monies which are otherwise payable to you. We will use any such amounts to repay the amount then due to us under this Agreement. We will pay any surplus to you.
14. Authorisation to act on your behalf
- In relation to any instruction to the Insurer that you are required to give under clause 12 or 13 above, you authorise us to:
- give any such instruction to the Insurer on your behalf; and
 - instruct the Insurer to follow any such instruction from us.
- You cannot withdraw this authorisation. Our right to recover any loss or payment shortfall from you will not be affected by the cancellation of the Policy. When using our powers under this clause, we will only take actions that are within the range of actions that a reasonable lender in New Zealand might take in similar circumstances.
15. Security interest
- To secure payment of the amount which you owe to us under this Agreement (including any future advances) and the performance of your other obligations under this Agreement, you grant to us a charge in and over, and assign to us by way of security, the Secured Property.
- If any of the events in clause 11 occur, we can exercise your rights under, take possession of, and retain, the Secured Property and use proceeds of such Secured Property to reduce amounts then due to us under this Agreement. We will pay any surplus to you. If the amount you owe is more than the amount of the Secured Property, you will still need to pay us the rest of the amount you owe us.
- If you grant security over the Secured Property to someone other than us, you will breach this Agreement. If you do so, we have the right to take possession of and retain the Secured Property as set out above.
16. Costs
- You will pay us all costs, losses and expenses (including solicitor costs) which we may incur in exercising or enforcing our rights under this Agreement on an indemnity basis unless a law requires otherwise.
17. Continuing disclosure
- You consent to obtaining transaction information about this Agreement online. Such information can be accessed at any time by clicking on the client statement button contained in Part A (or any other website address notified by us). Consequently, we will not provide you with regular periodic statements.
18. Electronic Communications
- You acknowledge and agree:
- we are able to receive information and any signatures from you in electronic form;
 - we can send information in electronic form and by electronic means to you such as by email or text message (and any email address or mobile number you specify to us may be used by us for this purpose subject to applicable legal requirements), including any disclosure required by the Credit Contracts and Consumer Finance Act 2003; and
 - anything completed electronically is as valid and enforceable as if it were undertaken other than by electronic means.
19. PPSA
- You waive your right to receive any verification statement for any financing statement or financing change statement for the security interest created under this Agreement.
- You and we agree that, to the extent permitted by law:
- you and we contract out of sections 114(1)(a), 133 and 134 of the PPSA;
 - you contract out of your right to receive notice of our proposal to retain personal property under section 120(2) of the PPSA and to object to our proposal to retain any personal property under section 121 of the PPSA
- Where we have additional rights to those in the PPSA, those rights will continue to apply and are not limited or affected by any right under this Agreement or another law.
20. No waiver
- We do not waive any of our rights if we fail to act, delay in exercising or attempting to exercise or do not exercise a right under this Agreement or at law.
21. Assignment
- We may assign any of our rights or transfer any of our rights and obligations under this Agreement to any person at any time. You authorise us to give any such person all relevant information we hold about you. You cannot assign or transfer your rights or liabilities under this Agreement.
22. Privacy
- 22.1 By signing this Agreement, you acknowledge that we, and our related companies, may:

(a) collect personal information about you (or other relevant people associated with you) to assess your application under this Agreement ("Application"). The personal information described in this clause is required for that purpose;

- (b) collect, use or disclose your personal information to assess your Application. If your Application is approved, we may also collect, use or disclose information to administer the Agreement, perform administrative tasks and provide services to you, in relation to the Agreement. Our administrative tasks and services include risk assessment, loan management, modelling, fraud and crime prevention and complying with legislative and regulatory requirements; and

(c) disclose your personal information to credit reporting agencies, other financial institutions or credit providers, service providers, governmental and regulatory organisations, any person you authorise to operate the Agreement, any organisation that you use to make payments to us or our related companies, and to any other entity that we, or any of our related companies, must, or are allowed by you to, provide your personal information to.

(d) If you do not provide the required personal information we may not be able to assess your Application.
- 22.2 You agree that we can transfer your personal information to organisations overseas for any of the purposes and by the mechanisms allowed by this Agreement or the Privacy Act 2020.
- 22.3 You agree to us and our related entities giving information about your credit arrangements and credit worthiness to any credit reporting agency or other organisation and us receiving such information from them. We will give or receive that information so that we can assess your application for credit with us or any related company or so that we can collect any overdue payments.
- 22.4 You acknowledge that you may access and correct any personal information we hold about you, at any time.
- 22.5 You can access your personal information that we hold, and can enquire as to the identity of each of our related entities, by contacting our Privacy Officer at the address shown in Part A. This clause is subject to the Privacy Act 2020.
- 22.6 You confirm that if you have given us personal information about another person they have consented to this and that you have told or will tell that person about this clause.
- 22.7 Please refer to our Privacy Policy on our website for more information.
23. Variations and incorporation of terms
- If we agree to vary this Agreement by making a subsequent advance and/or lending you money for an extended period after the term set out in Part A, we will send you an updated version of Part A setting out the specific applicable terms for that variation. The terms and conditions set out in this Part B, or any replacement terms and conditions, shall continue to be the applicable general terms for your agreement. You and we do not need to execute new documentation. An Establishment Fee on Variation as described in clause 8 is added to your loan to cover our costs of processing and documenting the new advance of credit.

MORE INFORMATION ABOUT US

We are registered on the Register of Financial Service Providers under the name Rothbury Instalment Services Limited. Our registration number is 244985.

Our dispute resolution scheme is Financial Services Complaints Limited. If we are unable to resolve your complaint, you can refer it to Financial Services Complaints Limited by contacting them at:

Phone: 0800 347 257
Website: www.fscl.org.nz
Email: complaints@fscl.org.nz
Mail: PO Box 5967, Wellington 6143

RIGHT TO CANCEL

You are entitled to cancel the Agreement at any time by giving us notice.

Cancellation during cooling off period

You must give us notice that you intend to cancel the contract within:

- 5 working days after you receive this Agreement if it was handed to you directly.
- 7 working days after the electronic communication (e.g. email) was sent if your Agreement was sent to you electronically.
- 9 working days after your Agreement was posted if it was mailed to you.

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 the contract by:

- giving notice to us or our employee or agent; or
 - posting or emailing the notice to us or our agent.
- You must also, within the same time, return to us any advance and any other property you received under the Agreement.

What you may have to pay if you cancel

If you cancel the Agreement outside of the 'cooling off period' (as set out above), we are entitled to any refund or rebate payable under the Policy in accordance with this Agreement).

If you cancel the Agreement, we can charge you the amount of any reasonable expenses we had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc.).

If you cancel the Agreement, we can also charge you interest for the period from the day you received the advance until the day you repay the advance.

Unforeseen hardship

If you are unable reasonably 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 may be able to 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:
- an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); or
 - a postponement of the dates on which payments are due under the Agreement (specify the period for which you want this to apply); or
 - both of the above; and
- (d) give the application to us.

Do this as soon as possible. If you leave it for too long, we may not have to consider your application.