

**Stortford Auto Sales Ltd**  
**PO Box 2196**  
**Hastings 4153**  
**06 876 8421**

## DISCLOSURE STATEMENT

Mr D Smith  
1 Gray Street  
Marewa  
Hastings 4120

<b>Account</b>	11111
<b>Effective date of Statement</b>	4 May 2020

# INFORMATION ONLY

<b>Account Name:</b>	Smith, David
<b>Account Type:</b>	Consumer Credit Loan

### IMPORTANT INFORMATION

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 credit contract and disclosure statement in a safe place.

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below for full details of your right to cancel. **Note that strict time limits apply.**

### FULL NAME AND ADDRESS OF CREDITOR

This is the person or company providing you the credit.

You may send notices to the Creditor by:	<b>Name:</b>	<b>Stortford Auto Sales Ltd</b>
• Writing to the Creditor at its postal address; or	<b>Physical Address:</b>	919W Heretaunga Street Hastings
• Sending a fax to the number specified (if any); or	<b>Postal Address:</b>	PO Box 2196 Hastings 4153
Sending an email to the address specified (if any)	<b>Fax:</b>	06 876 0296
	<b>Email:</b>	sasales@xtra.co.nz

### FULL NAME AND ADDRESS OF DEBTORS

This is the person responsible for making payments to the Creditor.

Borrower	<b>Mr David Smith</b> 1 Gray Street Marewa Hastings 4120	
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### CREDIT DETAILS

#### Initial unpaid balance

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

\$9,345.00 made up of:

Cash Price	\$12,995.00
less	
Cash Deposit	(\$4,000.00)
plus	
Statutory Fees	\$8.00
Documentation Fee	\$342.00

<b>Subsequent advance(s)</b> There are no subsequent Advances.	<b>Total Advances</b> This is the total amount of all advances made or to be made to you.  <b>\$9,345.00</b>
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**PAYMENTS**

You are required to make each payment in the amount specified and on the date specified.

36 Payments due Monthly. First Regular Payment of \$320.25 on 4 June 2020. Final Regular Payment of \$319.86 on 4 May 2023.	<b>Total amount of Payments</b>  <b>\$11,528.61</b>
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**INTEREST**

<b>Interest Rate</b> 12.95% fixed for the whole term of the contract being 36 months and thereafter until the balance is fully repaid. Daily Interest Rate: 0.035479452055%	<b>Total Interest charges</b> This is the total amount of the interest charges payable under the contract.  <b>\$1,985.61</b>
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**Method of charging interest**  
 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 monthly.

**CREDIT FEES AND CHARGES**

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract.  
 Your credit contract may allow the Creditor to vary this/these fee(s) and charge(s).

Settlement Fee for repayment of \$110 payable when you repay all amounts borrowed and your account is closed.  
 Monthly Administration Fee of \$5.50 every month  
 Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

**CONTINUING DISCLOSURE**

The Creditor will give you statements with information about your account on:  
**Statement frequency:** Half Yearly

**WHAT COULD HAPPENED IF YOU FAIL TO MEET YOUR COMMITMENTS**

**Security Interest(s)**  
 This is secured credit. You will be required to give the Creditor a security. **If you fail to meet your commitments**

Initials \_\_\_\_\_

**under the contract, the creditor may be entitled to repossess and sell this property.** The extent to which your obligations are secured to the property noted below is the unpaid balance of your account.

If the Creditor were to exercise and sell the property, and if the net sale proceeds were not sufficient to repay all amounts then owing under the contract, you will remain liable to pay the Creditor the shortfall.

### Motor Vehicle

Registration:                    **abc123**  
VIN:                                **ASASASASA12121212**  
Make and Model:                **Nissan Elgrand**  
Colour:                            **Black**  
Year:                                **2006**

**INFORMATION ONLY**

### Default Interest charges and Default fees

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the Creditor to vary these fees and charges.

Default Interest is charged from the time you fail to make a due payment until the arrears are paid. The Default Interest Rate will be charged on the overdue amount instead of the Annual Interest Rate for so long as the default in payment continues.

The daily Default Interest rate is calculated by dividing the annual Default Interest rate by 365. Interest is charged to your Account monthly.

Annual Default Interest rate is 24%.

**Default Fees:** 'Part Payment Overdue Reminder Letter 1' correspondence fee; \$3.00 fee per correspondence sent. 'Overdue Reminder Letter 1' correspondence fee; \$3.00 fee per correspondence sent. 'Overdue Reminder Letter 1A' correspondence fee; \$3.00 fee per correspondence sent. 'Overdue Reminder Letter 2' correspondence fee; \$3.00 fee per correspondence sent. 'Repossession Authority' correspondence fee; \$3.00 fee per correspondence sent. 'Repossession Warning' correspondence fee; \$3.00 fee per correspondence sent.

The following default fees and charges are or may be payable by you on demand by the Creditor:

- An administration fee of \$3.00 is payable if you are in default on any of your payments and we have to send you a letter or notice advising of the default;
- An administration fee of \$3.00 is payable if a payment is not received within 5 working days of the date on which the Creditor sends to you a letter or notice advising of the default;
- Repossession costs at the cost invoiced to the Creditor by the Creditor's repossession agent; and
- All other costs incurred by the Creditor in connection with the enforcement of, taking advice on or taking any action under, the credit contract or its security or any guarantee, on a full indemnity basis.

### FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate the Creditor for any loss resulting from the full prepayment. The Creditor may have suffered a loss if the Creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the Creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the Creditor for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004.

## **RIGHT TO CANCEL**

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You are entitled to cancel the consumer credit contract by giving notice to the Creditor.

### Time limits for cancellation

If this disclosure document is handed to you directly you must give notice that you intend to cancel within 5 working days of the Effective Date.

If this disclosure document is 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 this disclosure document is mailed to you, you must give the notice within 9 working days after it was posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

### How to cancel

To cancel, you must give the Creditor written notice that you intend to cancel the contract by:

- giving notice to the Creditor or an employee or agent of the Creditor; or
- posting the notice to the Creditor or an agent of the Creditor; or
- emailing the notice to the Creditor's email address (if specified on the front of this disclosure statement); or
- sending the notice to the Creditor's fax number (if specified on the front of this disclosure statement).

If you are entering into the credit contract for the purpose of deferring payment of the property to the Creditor (a "credit sale") and you have taken possession of the property then you must pay the cash price of the property (or the balance of the cash price after deducting any amount paid by you) within 15 working days of the date that you give the cancellation notice. In all other instances, you must, within the same time as you are required to give the cancellation notice, return to the Creditor any advance received by you under the contract.

### 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).

If you cancel the contract, the Creditor can also charge you interest for the period from the day you received the property or advance (whichever is applicable) until the day you either pay the cash price for the property (for a credit sale) or repay the advance.

## WHAT TO DO IF YOU SUFFER 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 the Creditor for a hardship variation.

To apply for a hardship variation, you need to:

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- (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 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 (specify the period for which you want this to apply); or
  - both of the above; and
- (d) 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

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 dispute resolution scheme:

**Name:** Financial Service Complaints Limited

**Phone:** (0800) 347 257

**Email:**

**Website:** www.fscl.org.nz  
**Business Address:** PO Box 5967, 101 Lambton Quay  
Wellington 6011

**REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER**

**Credit Registration Name:** Stortford Auto Sales Limited  
**Registration Number:** FSP44454

**DEBTOR'S SIGNATURE**

***INFORMATION ONLY***

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Mr D Smith

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