

# Retail Financial Services Ltd trading as Farmers Finance ("Creditor")

111 Carlton Gore Road, Newmarket, Auckland 1023, Private Bag 94013, Manukau City, Auckland 2241

(notices can be sent to the creditor at this address)

Freephone: 0800 10 11 70 From a mobile phone: 09 580 7200

## Fixed Instalment Agreement



### Disclosure Statement

This statement sets out some of the key information about this Agreement. You should read it thoroughly. If you do not understand anything in this Agreement you should seek independent advice. You should keep a copy of this Agreement in a safe place.

### RFS copy

#### The "Goods"

Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			

Department name

Date

 /  / 

Please tick one:

- Goods taken  
 Standard delivery  
or  
 Delayed delivery

Approximate date required

 /  / 

CSO number

Full term (months)

Red/Int period (months)

FARMERS COST OF GOODS - Premiums  
Tax Invoice GST Incl.  
THE FARMERS TRADING COMPANY LTD GST REG NO 10-219-825

#### Credit Details

Cash Price (incl. GST)	\$	:	ARTICLE no.
Establishment fee	\$	:	<b>9100001</b>
Freight/Delivery	\$	:	ARTICLE no.
Installation	\$	:	
Extended Warranty	\$	:	
	\$	:	
Total Gross Cost	\$	:	
Less Deposit	\$	:	
Initial Unpaid Balance	\$	:	
<small>This is also the total of all advances to be made under this Agreement.</small>			

#### Interest

Annual Interest Rate:  % per annum, fixed for the term of this Agreement

Total Interest Charges \$  This is the total amount of the interest charges payable under this Agreement.

**Method of Charging Interest:** Interest charges are calculated by multiplying the unpaid balance at the end of each month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12. Interest is charged to your account monthly (except during a deferred payment period).

Number of Payments		<b>Payment Schedule</b>
Amount of each Payment	\$ :	You are required to make each payment of the amount specified by the time specified.
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Deferred Payment Period:  months. Your first payment due will be disclosed on the first monthly statement immediately preceding the expiry of the deferred payment period.

#### Full Name and Address of Customer

Primary Customer

Joint Customer

Full address

Ph - Hm  Bus  Mobile

Permanent location of goods (full address if different from above)

Account no.

Delivery address (if different from above)

#### WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR OBLIGATIONS

##### DEFAULT FEES

Payable upon each separate event of default including default administration services and the issuing of default notices in relation to collection activities and the age of the default:

- Stage One: when we have not received payment in full and you have been issued with a default notice - \$15.00;
- Stage Two: when we have not received payment in full and you have been issued with a second default notice - \$15.00;
- Stage Three: when we have not received payment in full and your outstanding account has been passed to our collection specialists for further action - \$0; and
- Stage Four: when we have not received payment in full and you have been issued with a final demand notice - \$15.00.

In the event part payment is received on an outstanding balance we may at our absolute discretion defer your transition through the various stages of the collection process. In the event of a serious default we may in our absolute discretion accelerate your transition through the various stages of the collection process.

##### RESTRUCTURE FEE & STATEMENT RE-PRINT FEE

\$15 Restructure Fee payable on provision of a permanent or temporary restructure of your credit contract following any default in payment including but not limited to payment arrangements and variations. \$7.50 Statement Re-print Fee for up to 5 statements, then \$1 per statement thereafter, payable on each request for additional statement copies. This agreement provides that these fees may vary.

#### Full Prepayment

You are able to pay the unpaid balance in full before the final payment is due (Full Prepayment). There will be no fee or penalty payable in the event of a Full Prepayment.

You agree you have read and understood this Agreement and have received a signed copy and agree to be bound by the terms and conditions of this Agreement.

Signature of Primary Customer	Dated
Signature of Joint Customer	Dated
Signed on behalf of the Creditor	Salesperson
Name	Position

**Continuing Disclosure** – Every month, we will send you or make available to you a monthly statement. You must advise us of any changes to your contact details.

**Further Disclosure Information** – Please refer to the shaded box over the page for important information about cancellation rights, unforeseen hardship and dispute resolution.

# Fixed Instalment Terms and Conditions

## Definitions

In this Agreement unless the context otherwise requires:

**Agreement** means this Fixed Instalment Agreement which comprises the front page and these terms and conditions.

**Business Day** means any day that registered banks are open for business in Auckland not being a Saturday, Sunday or a statutory public holiday.

**CCCFA** means the Credit Contracts and Consumer Finance Act 2003.

**CGA** means the Consumer Guarantees Act 1993.

**Closing Balance** means the Initial Unpaid Balance plus the interest that is payable over the term of the Agreement.

**Creditor** means Retail Financial Services Ltd and its assigns.

**Customer** means the person or persons named on the front page of this Agreement.

**Enforcement Fees** mean fees or charges incurred by us on a default or enforcement or attempted enforcement action being taken.

**Goods** means the goods detailed on the front page of this Agreement including all goods supplied free of charge (or where those Goods have been lost, stolen, destroyed or replaced for any reason, any goods substituted for them) together with all attachments and accessories and the proceeds of such goods.

**Merchant** means a retailer or any other person, firm or company bound by our merchant agreement.

**Money** means all money (including the Initial Unpaid Balance) which you owe (whether actually or contingently) now or in the future to us under this Agreement.

**Notice** means a written notice or demand we give to you including a statement.

**Related Company** means a related company of the Creditor, within the meaning of section 2(3) of the Companies Act 1993.

The terms **Annual Interest Rate** and **Initial Unpaid Balance**, have the meanings set out on the front page of this Agreement.

A reference to any **legislation** is deemed to be a reference to that legislation as amended, replaced or substituted from time to time. The singular includes the plural and vice versa.

A reference to **"you"** and **"your"** are references to the Customer named on the front page of this Agreement and includes your executors, administrators and successors, and references to **"we"**, **"our"** and **"us"** are references to the Creditor. If there is more than one of you named as the Customer, each of you is jointly and severally liable under this Agreement.

## Operative Provisions

- We agree to advance, and you agree to borrow, the Initial Unpaid Balance on the terms and conditions of this Agreement to complete the purchase of the Goods.
- You agree to pay upon signing this Agreement the deposit (if any) set out on the front page.
- You direct us to pay the Initial Unpaid Balance (less fees and amounts payable to third parties) to the Merchant to complete the purchase of the Goods.

## 1. Payments

- You will make the monthly payments on the due date in accordance with the specified payments in the Payment Schedule on the front page of this Agreement. We are only required to credit payments made in accordance with the Payment Schedule, and are not required to accept any part prepayment.
- You agree that interest is calculated and charged to your account in accordance with the Interest section on the front page of this Agreement. Interest is included in the amount of each monthly payment.
- We will forward to you a monthly statement. Our failure or omission to provide such a statement will not in any way affect your obligations to make payments under this Agreement. A statement may not be issued if you are in default under this Agreement and we have commenced enforcement proceedings.
- You may make full prepayment at any time of the Money together with all interest and fees accrued to the date of prepayment. If you make full prepayment before the end of the Agreement the amount due will be less than the Closing Balance. We will calculate the balance owing if you repay early.
- Payment of all amounts under this Agreement will be by way of direct debit from your bank account unless otherwise agreed by us. You authorise us to do all things to effect any and all direct debits. You will pay to us any fee for any dishonoured or cancelled payment. Except where payments are to be made by direct debit, you will pay all amounts due to us at the address shown on the front page of this Agreement or such other address as stated in any Notice.
- All payments are to be made without any deduction or set-off by 3.00pm on the due date. Any payment received after 3.00pm will be deemed to have been made on the next Business Day. Where a date for payment falls on a non-Business Day, the payment is to be made on the next Business Day. Payments will not be effective until we have received cleared funds.

## 2. Fees and Charges

- You will pay to us on demand the fees and charges specified on the front page of this Agreement at the times specified.
- We may from time to time change the amount of fees and charges payable or introduce new fees and charges by giving you at least 14 days' Notice. A full schedule of fees is always available from us.

## 3. Protection of Goods

You will:

- at all times keep the Goods under your control and will not remove the Goods from the location stated in this Agreement without our prior written consent.
- not allow the Goods to be or become a fixture to land or an accession to other property.
- at your cost and at all times keep the Goods fully insured. We will be entitled to the proceeds of any claim involving damage or loss of the Goods. Upon receipt of the insurance money, we will apply such money in repayment of the Money even though the time for payment may not have arrived.
- not modify, damage, alter or deface the Goods.
- at all times keep the Goods in good condition and repair.
- pay for all repairs carried out to the Goods (unless carried out under any warranty given by us or the manufacturer) and will not allow any charge to be created over the Goods for any work done on the Goods. If the CGA applies and a repair arises from a breach of a guarantee as set out in the CGA, you will have the Goods repaired by us (or our nominee), unless the repair cannot be completed within a reasonable time, in which event the

repairs will be carried out in a proper and workmanlike manner by a person agreed to by us.

- permit us to inspect the Goods on giving you reasonable notice (oral or written).

## 4. Default and Enforcement

Each of the following events is a default under this Agreement:

- you fail to pay to us any amount when due; or
  - you breach any obligation under this Agreement; or
  - you make an incorrect statement or misrepresentation to us; or
  - you commit an act of bankruptcy (as defined in the Insolvency Act 2006); or
- the Goods are seized, sold, removed or disposed of; or
  - you default under any other agreement with us or a Related Company; or
  - we have reasonable grounds to believe that the Goods have been or will be destroyed, damaged, endangered, disassembled, removed, concealed, sold, or otherwise disposed of contrary to the provisions of this Agreement; or
  - you voluntarily return the Goods.
- If a default occurs under this Agreement:
  - we may give notice that the Money is immediately due and payable (even though the time for payment may not have arrived).
- We are not liable, whether in contract or tort to you for any loss or damage (including consequential loss) suffered or incurred by you or any other person under or in connection with this Agreement.

## 5. Further Terms

- You:
  - Will immediately notify us in writing of any change in your name and/or address.
  - Should the Goods be destroyed or damaged by any cause or be stolen or lost, you indemnify us against any resulting loss we may suffer.
  - We do not waive any of our rights except if we do so in writing.
  - Any costs we incur through remedying your failure to perform or to protect our interest are payable by you to us on demand.
  - If you are acquiring, or holding yourself out as acquiring, the services for a business purpose and it would be fair and reasonable to do so, the CGA will not apply. In all other circumstances nothing in this Agreement is intended to limit your rights (if any) under the CGA.

## 6. Set Off

Where you have any actual or contingent liability to us or any Related Company through any other agreement or arrangement, then we or the Related Company (as the case may be) may at any time and without notice set off the amount of that liability against any money which might otherwise be due by us or the Related Company to you. This right shall survive the termination, completion or cancellation of this Agreement.

## 7. Assignment

- You cannot assign your rights or obligations under this Agreement.
- We may assign or transfer our rights under this Agreement to any person.

## 8. Service of Notices

- A Notice is deemed to be sufficiently served or given by us if any one of the following methods is used:
  - It is delivered to you; or
  - It is left at your usual or last known residence, place of work or at an address specified for that purpose; or
  - It is posted in a letter addressed to you to that residence, place of work or address specified (in which case service will be deemed to have been completed 4 Business Days following the posting date); or
  - It is faxed or emailed to you on a facsimile number or an email address you have specified for that purpose; or
  - If the notice relates to a change to an interest rate or fee, by advertising the change according to the CCCFA.
- You agree to accept disclosure electronically at the email address specified on the front page of this Agreement.

## 9. Financial Difficulty

You should notify us immediately if you are in financial difficulty and believe you might not be able to meet your obligations. Please call us on 0800 588 188. From a mobile phone: 09 580 7200.

## 10. Privacy Statement - Your Information

- We may hold, use and share any information you provide to us or to Farmers with our Related Companies, merchants and third parties who help us deliver our products and services for the following purposes:
  - Assessing your credit worthiness;
  - Administering this Agreement;
  - Managing and maintaining your relationship with us;
  - Updating and enforcing defaults;
  - Offering you insurance;
  - Maintaining credit records with us, a Related Company and external agencies;
  - Marketing goods and services provided by us, a Related Company or any other supplier nominated by us;
  - Improving your customer experience or for statistical purposes;
  - Complying with the laws of any relevant jurisdiction.
- You authorise us and a Related Company to obtain:
  - Information about you from other sources.
  - Retain and use information about you or this Agreement and provide this information to external agencies for the purposes listed above (such information may be used in updating and maintaining credit reporting agency/ies files and databases, which are accessible to their customers).
  - Disclose information to any potential assignee with whom we may wish to enter into contractual relations.
- All such information will be held securely by us and by other parties for the purposes described above.
- Where the information can be readily retrieved you will have access to it. You have the right to have the information corrected.

## Statement of Right to Cancel

You are entitled to cancel this Agreement by giving written notice to us.

**Time limits:** You must provide written notice that you intend to cancel to us within:

- 5 working days after you receive this Agreement by hand; or
- 7 working days after this Agreement is sent to you by electronic means (for example, by email); or
- 9 working days after this Agreement is sent to you by post.

Saturday, 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 this Agreement by:

- giving notice to us or to any Farmers store; or
- posting the notice to us at the address specified in this Disclosure Statement or to any Farmers store.

You must also, within the same time, return to us any advance and any other property received by you under this Agreement.

**What you may have to pay if you cancel:** If you cancel this Agreement we can charge you:

- the amount of any reasonable expenses we had to pay in connection with this Agreement 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.

## 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:**

- make an application in writing; and
- explain your reason(s) for the application; and
- request a postponement of the dates on which payments are due under this Agreement (specify the period for which you want this to apply) and 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.

## Dispute Resolution

We are a member of the external dispute resolution scheme run by Financial Services Complaints Limited ("FSCL"), a scheme approved by the Minister for Consumer Affairs. It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreement you have with us.

You can contact FSCL by:

**Telephone:** 0800347257 or 04472FSCL (04 472 3725)

**Email:** info@fscl.org.nz

**Post:** Financial Services Complaints Limited, PO Box 5967, Lambton Quay, Wellington 6145

**Website:** www.fscl.org.nz

**Fax:** 04 472 3727

## Financial Service Providers Registration

We are registered on the Financial Service Providers Register under the name Retail Financial Services Limited with registration number FSP34723.

# Retail Financial Services Ltd trading as Farmers Finance ("Creditor")

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## Fixed Instalment Agreement



### Disclosure Statement

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## Store copy

The "Goods"

Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			

Department name

Date

/ /

Please tick one:

- Goods taken  
 Standard delivery  
 or  
 Delayed delivery

Approximate date required

/ /

CSO number

Full term (months)

Red/Int period (months)

FARMERS COST OF GOODS - Premiums  
 Tax Invoice GST Incl.  
 THE FARMERS TRADING COMPANY LTD GST REG NO 10-219-825

### Credit Details

Cash Price (incl. GST)	\$	:	ARTICLE no.
Establishment fee	\$	:	<b>9100001</b>
Freight/Delivery	\$	:	ARTICLE no.
Installation	\$	:	
Extended Warranty	\$	:	
	\$	:	
Total Gross Cost	\$	:	
Less Deposit	\$	:	
Initial Unpaid Balance	\$	:	
<small>This is also the total of all advances to be made under this Agreement.</small>			

### Interest

Annual Interest Rate:  % per annum, fixed for the term of this Agreement

Total Interest Charges \$  This is the total amount of the interest charges payable under this Agreement.

**Method of Charging Interest:** Interest charges are calculated by multiplying the unpaid balance at the end of each month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12. Interest is charged to your account monthly (except during a deferred payment period).

Number of Payments		<b>Payment Schedule</b>
Amount of each Payment	\$ :	You are required to make each payment of the amount specified by the time specified.
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Deferred Payment Period:  months. Your first payment due will be disclosed on the first monthly statement immediately preceding the expiry of the deferred payment period.

### Full Name and Address of Customer

Primary Customer

Joint Customer

Full address

Ph - Hm  Bus  Mobile

Permanent location of goods (full address if different from above)

Account no.

Delivery address (if different from above)

### WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR OBLIGATIONS

#### DEFAULT FEES

Payable upon each separate event of default including default administration services and the issuing of default notices in relation to collection activities and the age of the default:

- Stage One: when we have not received payment in full and you have been issued with a default notice - \$15.00;
- Stage Two: when we have not received payment in full and you have been issued with a second default notice - \$15.00;
- Stage Three: when we have not received payment in full and your outstanding account has been passed to our collection specialists for further action - \$0; and
- Stage Four: when we have not received payment in full and you have been issued with a final demand notice - \$15.00.

In the event part payment is received on an outstanding balance we may at our absolute discretion defer your transition through the various stages of the collection process. In the event of a serious default we may in our absolute discretion accelerate your transition through the various stages of the collection process.

#### RESTRUCTURE FEE & STATEMENT RE-PRINT FEE

\$15 Restructure Fee payable on provision of a permanent or temporary restructure of your credit contract following any default in payment including but not limited to payment arrangements and variations. \$7.50 Statement Re-print Fee for up to 5 statements, then \$1 per statement thereafter, payable on each request for additional statement copies. This agreement provides that these fees may vary.

#### Full Prepayment

You are able to pay the unpaid balance in full before the final payment is due (Full Prepayment). There will be no fee or penalty payable in the event of a Full Prepayment.

You agree you have read and understood this Agreement and have received a signed copy and agree to be bound by the terms and conditions of this Agreement.

Signature of Primary Customer	Dated
Signature of Joint Customer	Dated
Signed on behalf of the Creditor	Salesperson
Name	Position

**Continuing Disclosure** – Every month, we will send you or make available to you a monthly statement. You must advise us of any changes to your contact details.

**Further Disclosure Information** – Please refer to the shaded box over the page for important information about cancellation rights, unforeseen hardship and dispute resolution.

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## Despatch copy

### The "Goods"

Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
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Details			
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Department name

Date

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Please tick one:

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- iv) Stage Four: when we have not received payment in full and you have been issued with a final demand notice - \$15.00.

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#### RESTRUCTURE FEE & STATEMENT RE-PRINT FEE

\$15 Restructure Fee payable on provision of a permanent or temporary restructure of your credit contract following any default in payment including but not limited to payment arrangements and variations. \$7.50 Statement Re-print Fee for up to 5 statements, then \$1 per statement thereafter, payable on each request for additional statement copies. This agreement provides that these fees may vary.

#### Full Prepayment

You are able to pay the unpaid balance in full before the final payment is due (Full Prepayment). There will be no fee or penalty payable in the event of a Full Prepayment.

You agree you have read and understood this Agreement and have received a signed copy and agree to be bound by the terms and conditions of this Agreement.

Signature of Primary Customer	Dated
Signature of Joint Customer	Dated
Signed on behalf of the Creditor	Salesperson
Name	Position

**Continuing Disclosure** – Every month, we will send you or make available to you a monthly statement. You must advise us of any changes to your contact details.

**Further Disclosure Information** – Please refer to the shaded box over the page for important information about cancellation rights, unforeseen hardship and dispute resolution.

# Fixed Instalment Terms and Conditions

## Definitions

In this Agreement unless the context otherwise requires:

**Agreement** means this Fixed Instalment Agreement which comprises the front page and these terms and conditions.

**Business Day** means any day that registered banks are open for business in Auckland not being a Saturday, Sunday or a statutory public holiday.

**CCCFA** means the Credit Contracts and Consumer Finance Act 2003.

**CGA** means the Consumer Guarantees Act 1993.

**Closing Balance** means the Initial Unpaid Balance plus the interest that is payable over the term of the Agreement.

**Creditor** means Retail Financial Services Ltd and its assigns.

**Customer** means the person or persons named on the front page of this Agreement.

**Enforcement Fees** mean fees or charges incurred by us on a default or enforcement or attempted enforcement action being taken.

**Goods** means the goods detailed on the front page of this Agreement including all goods supplied free of charge (or where those Goods have been lost, stolen, destroyed or replaced for any reason, any goods substituted for them) together with all attachments and accessories and the proceeds of such goods.

**Merchant** means a retailer or any other person, firm or company bound by our merchant agreement.

**Money** means all money (including the Initial Unpaid Balance) which you owe (whether actually or contingently) now or in the future to us under this Agreement.

**Notice** means a written notice or demand we give to you including a statement.

**Related Company** means a related company of the Creditor, within the meaning of section 2(3) of the Companies Act 1993.

The terms **Annual Interest Rate** and **Initial Unpaid Balance**, have the meanings set out on the front page of this Agreement.

A reference to any **legislation** is deemed to be a reference to that legislation as amended, replaced or substituted from time to time. The singular includes the plural and vice versa.

A reference to **"you"** and **"your"** are references to the Customer named on the front page of this Agreement and includes your executors, administrators and successors, and references to **"we"**, **"our"** and **"us"** are references to the Creditor. If there is more than one of you named as the Customer, each of you is jointly and severally liable under this Agreement.

## Operative Provisions

- We agree to advance, and you agree to borrow, the Initial Unpaid Balance on the terms and conditions of this Agreement to complete the purchase of the Goods.
- You agree to pay upon signing this Agreement the deposit (if any) set out on the front page.
- You direct us to pay the Initial Unpaid Balance (less fees and amounts payable to third parties) to the Merchant to complete the purchase of the Goods.

## 1. Payments

- You will make the monthly payments on the due date in accordance with the specified payments in the Payment Schedule on the front page of this Agreement. We are only required to credit payments made in accordance with the Payment Schedule, and are not required to accept any part prepayment.
- You agree that interest is calculated and charged to your account in accordance with the Interest section on the front page of this Agreement. Interest is included in the amount of each monthly payment.
- We will forward to you a monthly statement. Our failure or omission to provide such a statement will not in any way affect your obligations to make payments under this Agreement. A statement may not be issued if you are in default under this Agreement and we have commenced enforcement proceedings.
- You may make full prepayment at any time of the Money together with all interest and fees accrued to the date of prepayment. If you make full prepayment before the end of the Agreement the amount due will be less than the Closing Balance. We will calculate the balance owing if you repay early.
- Payment of all amounts under this Agreement will be by way of direct debit from your bank account unless otherwise agreed by us. You authorise us to do all things to effect any and all direct debits. You will pay to us any fee for any dishonoured or cancelled payment. Except where payments are to be made by direct debit, you will pay all amounts due to us at the address shown on the front page of this Agreement or such other address as stated in any Notice.
- All payments are to be made without any deduction or set-off by 3.00pm on the due date. Any payment received after 3.00pm will be deemed to have been made on the next Business Day. Where a date for payment falls on a non-Business Day, the payment is to be made on the next Business Day. Payments will not be effective until we have received cleared funds.

## 2. Fees and Charges

- You will pay to us on demand the fees and charges specified on the front page of this Agreement at the times specified.
- We may from time to time change the amount of fees and charges payable or introduce new fees and charges by giving you at least 14 days' Notice. A full schedule of fees is always available from us.

## 3. Protection of Goods

You will:

- at all times keep the Goods under your control and will not remove the Goods from the location stated in this Agreement without our prior written consent.
- not allow the Goods to be or become a fixture to land or an accession to other property.
- at your cost and at all times keep the Goods fully insured. We will be entitled to the proceeds of any claim involving damage or loss of the Goods. Upon receipt of the insurance money, we will apply such money in repayment of the Money even though the time for payment may not have arrived.
- not modify, damage, alter or deface the Goods.
- at all times keep the Goods in good condition and repair.
- pay for all repairs carried out to the Goods (unless carried out under any warranty given by us or the manufacturer) and will not allow any charge to be created over the Goods for any work done on the Goods. If the CGA applies and a repair arises from a breach of a guarantee as set out in the CGA, you will have the Goods repaired by us (or our nominee), unless the repair cannot be completed within a reasonable time, in which event the

repairs will be carried out in a proper and workmanlike manner by a person agreed to by us.

- permit us to inspect the Goods on giving you reasonable notice (oral or written).

## 4. Default and Enforcement

Each of the following events is a default under this Agreement:

- you fail to pay to us any amount when due; or
  - you breach any obligation under this Agreement; or
  - you make an incorrect statement or misrepresentation to us; or
  - you commit an act of bankruptcy (as defined in the Insolvency Act 2006); or
- the Goods are seized, sold, removed or disposed of; or
  - you default under any other agreement with us or a Related Company; or
  - we have reasonable grounds to believe that the Goods have been or will be destroyed, damaged, endangered, disassembled, removed, concealed, sold, or otherwise disposed of contrary to the provisions of this Agreement; or
  - you voluntarily return the Goods.
- If a default occurs under this Agreement:
  - we may give notice that the Money is immediately due and payable (even though the time for payment may not have arrived).
- We are not liable, whether in contract or tort to you for any loss or damage (including consequential loss) suffered or incurred by you or any other person under or in connection with this Agreement.

## 5. Further Terms

- You:
  - Will immediately notify us in writing of any change in your name and/or address.
  - Should the Goods be destroyed or damaged by any cause or be stolen or lost, you indemnify us against any resulting loss we may suffer.
  - We do not waive any of our rights except if we do so in writing.
  - Any costs we incur through remedying your failure to perform or to protect our interest are payable by you to us on demand.
  - If you are acquiring, or holding yourself out as acquiring, the services for a business purpose and it would be fair and reasonable to do so, the CGA will not apply. In all other circumstances nothing in this Agreement is intended to limit your rights (if any) under the CGA.

## 6. Set Off

Where you have any actual or contingent liability to us or any Related Company through any other agreement or arrangement, then we or the Related Company (as the case may be) may at any time and without notice set off the amount of that liability against any money which might otherwise be due by us or the Related Company to you. This right shall survive the termination, completion or cancellation of this Agreement.

## 7. Assignment

- You cannot assign your rights or obligations under this Agreement.
- We may assign or transfer our rights under this Agreement to any person.

## 8. Service of Notices

- A Notice is deemed to be sufficiently served or given by us if any one of the following methods is used:
  - It is delivered to you; or
  - It is left at your usual or last known residence, place of work or at an address specified for that purpose; or
  - It is posted in a letter addressed to you to that residence, place of work or address specified (in which case service will be deemed to have been completed 4 Business Days following the posting date); or
  - It is faxed or emailed to you on a facsimile number or an email address you have specified for that purpose; or
  - If the notice relates to a change to an interest rate or fee, by advertising the change according to the CCCFA.
- You agree to accept disclosure electronically at the email address specified on the front page of this Agreement.

## 9. Financial Difficulty

You should notify us immediately if you are in financial difficulty and believe you might not be able to meet your obligations. Please call us on 0800 588 188. From a mobile phone: 09 580 7200.

## 10. Privacy Statement - Your Information

- We may hold, use and share any information you provide to us or to Farmers with our Related Companies, merchants and third parties who help us deliver our products and services for the following purposes:
  - Assessing your credit worthiness;
  - Administering this Agreement;
  - Managing and maintaining your relationship with us;
  - Updating and enforcing defaults;
  - Offering you insurance;
  - Maintaining credit records with us, a Related Company and external agencies;
  - Marketing goods and services provided by us, a Related Company or any other supplier nominated by us;
  - Improving your customer experience or for statistical purposes;
  - Complying with the laws of any relevant jurisdiction.
- You authorise us and a Related Company to obtain:
  - Information about you from other sources.
  - Retain and use information about you or this Agreement and provide this information to external agencies for the purposes listed above (such information may be used in updating and maintaining credit reporting agency/ies files and databases, which are accessible to their customers).
  - Disclose information to any potential assignee with whom we may wish to enter into contractual relations.
- All such information will be held securely by us and by other parties for the purposes described above.
- Where the information can be readily retrieved you will have access to it. You have the right to have the information corrected.

## Statement of Right to Cancel

You are entitled to cancel this Agreement by giving written notice to us.

**Time limits:** You must provide written notice that you intend to cancel to us within:

- 5 working days after you receive this Agreement by hand; or
- 7 working days after this Agreement is sent to you by electronic means (for example, by email); or
- 9 working days after this Agreement is sent to you by post.

Saturday, 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 this Agreement by:

- giving notice to us or to any Farmers store; or
- posting the notice to us at the address specified in this Disclosure Statement or to any Farmers store.

You must also, within the same time, return to us any advance and any other property received by you under this Agreement.

**What you may have to pay if you cancel:** If you cancel this Agreement we can charge you:

- the amount of any reasonable expenses we had to pay in connection with this Agreement 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.

## 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:**

- make an application in writing; and
- explain your reason(s) for the application; and
- request a postponement of the dates on which payments are due under this Agreement (specify the period for which you want this to apply) and 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.

## Dispute Resolution

We are a member of the external dispute resolution scheme run by Financial Services Complaints Limited ("FSCL"), a scheme approved by the Minister for Consumer Affairs. It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreement you have with us.

You can contact FSCL by:

**Telephone:** 0800347257 or 04472FSCL (04 472 3725)

**Email:** info@fscl.org.nz

**Post:** Financial Services Complaints Limited, PO Box 5967, Lambton Quay, Wellington 6145

**Website:** www.fscl.org.nz

**Fax:** 04 472 3727

## Financial Service Providers Registration

We are registered on the Financial Service Providers Register under the name Retail Financial Services Limited with registration number FSP34723.

# Retail Financial Services Ltd trading as Farmers Finance ("Creditor")

111 Carlton Gore Road, Newmarket, Auckland 1023, Private Bag 94013, Manukau City, Auckland 2241

(notices can be sent to the creditor at this address)

Freephone: 0800 10 11 70 From a mobile phone: 09 580 7200

## Fixed Instalment Agreement



**Farmers**  
finance

### Disclosure Statement

This statement sets out some of the key information about this Agreement. You should read it thoroughly. If you do not understand anything in this Agreement you should seek independent advice. You should keep a copy of this Agreement in a safe place.

## Salesperson copy

The "Goods"

Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			
Quantity	ARTICLE no.	Price \$	:
Details			

Department name

Date

 /  / 

Please tick one:

- Goods taken  
 Standard delivery  
 or  
 Delayed delivery

Approximate date required

 /  / 

CSO number

Full term (months)

Red/Int period (months)

FARMERS COST OF GOODS - Premiums  
 Tax Invoice GST Incl.  
 THE FARMERS TRADING COMPANY LTD GST REG NO 10-219-825

### Credit Details

Cash Price (incl. GST)	\$	:	ARTICLE no.
Establishment fee	\$	:	<b>9100001</b>
Freight/Delivery	\$	:	ARTICLE no.
Installation	\$	:	
Extended Warranty	\$	:	
	\$	:	
Total Gross Cost	\$	:	
Less Deposit	\$	:	
Initial Unpaid Balance	\$	:	
<small>This is also the total of all advances to be made under this Agreement.</small>			

### Interest

Annual Interest Rate:  % per annum, fixed for the term of this Agreement

Total Interest Charges \$  This is the total amount of the interest charges payable under this Agreement.

**Method of Charging Interest:** Interest charges are calculated by multiplying the unpaid balance at the end of each month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12. Interest is charged to your account monthly (except during a deferred payment period).

Number of Payments		<b>Payment Schedule</b>
Amount of each Payment	\$ :	You are required to make each payment of the amount specified by the time specified.
Total amount of Payments	\$ :	<b>Timing of Payments</b>
<small>(Initial unpaid balance + total interest charge)</small>		Frequency: Monthly Your first payment due date will be disclosed on the first monthly statement, payments thereafter are due on the same date in each month following.

Deferred Payment Period:  months. Your first payment due will be disclosed on the first monthly statement immediately preceding the expiry of the deferred payment period.

### Full Name and Address of Customer

Primary Customer

Joint Customer

Full address

Ph - Hm  Bus  Mobile

Permanent location of goods (full address if different from above)

Account no.

Delivery address (if different from above)

### WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR OBLIGATIONS

#### DEFAULT FEES

Payable upon each separate event of default including default administration services and the issuing of default notices in relation to collection activities and the age of the default:

- Stage One: when we have not received payment in full and you have been issued with a default notice - \$15.00;
- Stage Two: when we have not received payment in full and you have been issued with a second default notice - \$15.00;
- Stage Three: when we have not received payment in full and your outstanding account has been passed to our collection specialists for further action - \$0; and
- Stage Four: when we have not received payment in full and you have been issued with a final demand notice - \$15.00.

In the event part payment is received on an outstanding balance we may at our absolute discretion defer your transition through the various stages of the collection process. In the event of a serious default we may in our absolute discretion accelerate your transition through the various stages of the collection process.

#### RESTRUCTURE FEE & STATEMENT RE-PRINT FEE

\$15 Restructure Fee payable on provision of a permanent or temporary restructure of your credit contract following any default in payment including but not limited to payment arrangements and variations. \$7.50 Statement Re-print Fee for up to 5 statements, then \$1 per statement thereafter, payable on each request for additional statement copies.

This agreement provides that these fees may vary.

#### Full Prepayment

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You agree you have read and understood this Agreement and have received a signed copy and agree to be bound by the terms and conditions of this Agreement.

Signature of Primary Customer	Dated
Signature of Joint Customer	Dated
Signed on behalf of the Creditor	Salesperson
Name	Position

**Continuing Disclosure** – Every month, we will send you or make available to you a monthly statement. You must advise us of any changes to your contact details.

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