

easi-cash agreement

Client number		Account number		Date of disclosure	
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Important: why you should read this document

This document tells you the key things you need to know about your agreement with us. Please read it carefully. If there is anything you don't understand, talk about it with someone you trust. The person you talk to should be someone who doesn't work for us. Keep this document in a safe place, in case you need to look at it again. Your right to cancel this agreement is detailed further down in this document. Note, you must cancel within the strict time limits. This document should be read together with the terms and conditions, and the schedule of payments.

Who are you, and how can we contact each other?

Your name
Physical address
Phone number
Mobile number
Work number
Email address

You can contact us by:

- phoning us on 0800 080182
- emailing us at services@tgfs.co.nz
- writing to us at PO Box 204365, Highbrook, Manukau 2161
- contacting us at the branch shown at the top of this document.

How much are you borrowing and how do you make payments?

Initial unpaid balance

This is the amount you owe at the date you enter into this document and we advance the funds to you. This is also the total of all advances we will make under this agreement. The amount includes any fees payable to or by us at the time we advance the funds to you.

Initial unpaid balance –

Made up of:
Funds advanced -
Fees –

First payment date
Number of payments
Amount of each payment
Total of all payments (calculated as at the date of this agreement)

A \$5.00 per month administration fee is charged for each month while any amount remains outstanding under this agreement. This is included in the payments described above and in the schedule of payments on page 5. If we change the variable interest rate or monthly administration fee in accordance with this agreement, your payments may change, and we will notify you as required by law.

Timing of payments

Frequency

How much interest will we charge you?

Variable interest rate and term of the agreement

% per annum – Variable annual interest rate (as at the date of this agreement)



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Term of the agreement (months)

that we add your accrued but unpaid interest to your unpaid balance (on which we charge interest). We start calculating interest from the date of this document.

Total amount of interest payable under this agreement (calculated as at the date of this agreement)

We calculate your interest by multiplying your average unpaid daily balance for each month by our monthly interest rate. We calculate our monthly interest rate by dividing our annual interest rate by 12. Your unpaid balance includes interest charged to your account monthly (until it is paid).

How we calculate and charge interest

Our annual interest rate is a variable rate. We can vary this rate under clause 9.1 of the terms and conditions.

We charge interest to your account each month in arrears, starting on the first payment date. This means

What credit fees and charges will you have to pay?

You will have to pay credit fees and charges in connection with your account (not included in the initial unpaid balance above). We may vary these fees and charges under clause 9.3 of the terms and conditions.

Our current credit fees and charges (not included in the initial unpaid balance above) are:

Monthly administration fee	\$	Charged to your account monthly (to cover the costs of maintaining and administering your account)
Buy-out administrative fee	\$	Charged to your account if you repay us in full before the last payment date (to cover the costs of the office work required for a full prepayment) – see also 'What happens if you pay in full before the last payment date?' below
Re-finance fee	\$	Charged to your account each time we have been required to re-finance an agreement (to cover the cost of processing and documenting the re-finance)

All credit fees and charges are charged to your account at the time the relevant fee or charge is incurred (or, in the case of the monthly administration fee, monthly starting on your first payment date). This means that they are added to your unpaid balance (on which we charge interest).

Service and data charges may also be charged by your service provider where you communicate with us by electronic message.

How will we keep you informed?

We must provide you with regular statements (this is known as 'continuing disclosure'). We'll provide you with statements at least six monthly. These statements will give you information about your account.

What happens if you repay in full before the last payment date?

If you pay the total unpaid balance before the final payment is due (called 'full prepayment'), you may need to pay the buy-out administrative fee.

What could happen if you don't keep to this agreement?

If you think you might have trouble making a payment, please talk to us before the payment is due. If you're experiencing hardship, or certain other circumstances, we may be able to help.

Default interest

You must pay default interest charges if you don't make a payment on the date it is due. You must pay these charges until you've caught up with your payments. We calculate this default interest every day on the amount you are overdue (excluding any amount that has become payable early because of a default). Our default interest rate is 5% per annum above the prevailing variable interest rate as at the date of this agreement. We can vary the default interest rate under clause 9.2 of the terms and conditions.

Default fees

If you don't keep to this agreement, you may need to pay default fees.

Our current default fees are as follows:

Late Fee	\$33	Charged to your account each time you are more than 2 days late in paying an amount that is due (to cover the additional cost of administering your account while payments are overdue)
Door Knock Fee	\$30	Charged to your account each time we are required to visit you to discuss an event of default (to cover the cost of the visit)

We'll also charge you other losses, costs and expenses that an event of default may cause, as described in clause 12.3(b) of the terms and conditions. We may vary these fees and charges under clause 9.3 of the terms and conditions.

All default fees and charges are charged to your account at the time the relevant fee or charge is incurred. This means that they are added to your unpaid balance (on which we charge interest).

You have the right to cancel this agreement

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this agreement have been disclosed to you to cancel the contract.

Time limits for cancellation

You can cancel this agreement by letting us know in writing within 30 days from when we sent the agreement to you by email.

If you want to cancel this agreement, you must let us know in writing by:

- giving the notice to us in person at any branch of dtr or the office of Thorn Group Financial Services Limited
- posting the notice to us at PO Box 204365, Highbrook, Manukau 2161
- emailing us at services@tgfs.co.nz.

You must also return to us any advance and any other property you've received under this agreement.

What you may have to pay if you cancel

If you cancel this agreement we can charge you:

- a) 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
 - b) interest for the period from the day you received the advance until the day you repay the advance.
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What do you need to do if you suffer unforeseen hardship?

If you can't keep up your payments because of an unexpected event that causes you hardship—for example illness, injury, loss of employment or the end of a relationship—you can apply to us for a hardship variation. To apply, you need to write to us explaining your situation and ask us to do one of the following:

- a) extend the term of this agreement, and reduce the amount of each payment due under this agreement accordingly (without changing the interest rate)
- b) give you longer to pay by postponing, during a specified period, the dates on which payments are due under this agreement (without changing the interest rate)
- c) both of the above – postpone payments for a specified time and reduce the amount of your payments by extending the term.

Write to us as soon as possible because, if you leave it for too long, we do not have to consider your application.

Who to contact if you have a dispute with us

Financial Services Complaints Limited
Level 4, Legal House

101 Lambton Quay
PO Box 5967

We are registered on the Financial Service Providers Register

We are registered on the Financial Service Providers Register under the name Thorn Group Financial Services Limited (registration number FSP39861).

I acknowledge that I am entering into this agreement of my free will and have not been forced to enter into it by Thorn Group Financial Services Limited or anyone else.

Borrower name

I acknowledge that I understand this agreement fully.

Borrower signature

I agree to borrow money from Thorn Group Financial Services Limited.

Signed on

This agreement includes:

- this easi-cash agreement
 - the schedule of payments
 - the terms and conditions
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Schedule of payments

This schedule of payments is provided for your convenience. In the event of any conflict between this schedule of payments and any other provision of this agreement (or any other agreement between you and us), that other provision will prevail. We may provide you with an amended schedule of payments at any time.

If we change the variable interest rate or the monthly administration fee in accordance with this agreement, this schedule of payments may change and we will notify you as required by law.

Schedule Date	Principal	Interest Amount	Account fee	Principal Remaining

TERMS AND CONDITIONS

1 How to interpret this agreement

1.1 Why these terms and conditions are important

These terms and conditions form part of your agreement with Thorn Group Financial Services Limited. Please read them carefully.

1.2 What the words in this agreement mean

In this agreement, unless the context otherwise requires:

Account means the account in your name maintained by us in connection with this agreement.

Agreement has the meaning given to it on page 4 of this agreement.

Business day has the meaning given to the term 'working day' in the CCCFA.

CCCFA means the Credit Contracts and Consumer Finance Act 2003.

Default interest rate means the default interest rate specified on page 2 of this agreement. Default interest is charged in accordance with clause 9.2.

Event of default means an event outlined in clause 10 of these terms and conditions.

Initial unpaid balance means the amount you owe at the date you enter into this agreement and we advance the funds to you, as specified in the easi-cash agreement.

Interest rate is the annual interest rate specified on page 1 of this agreement. This rate may change in accordance with clause 9.1. Interest is charged in accordance with clause 9.1.

Payment date means each date for payment specified in on page 1 of this agreement (or such other date as we may agree with you from time to time).

Schedule of payments means the list set out on page 5 of this agreement

Statement means the regular statement we send you about your account.

Terms and conditions means these terms and conditions as set out on pages 6 to 7 of this agreement.

Total unpaid balance means the amount you owe to us (as shown on your last statement), plus any other amounts charged to your account or accruals since that last statement.

1.3 What we include in a meaning

In this agreement, unless the context otherwise requires, each of the following words has the meaning given.

- a 'Us', 'we' and 'our' means Thorn Group Financial Services Limited.
- b 'You' and 'your' means the person whose name appears as 'Your name' in this agreement.
- c When this agreement refers to you, us, or anyone else, it also means anyone to whom legal responsibility passes; that is, an executor, administrator, successor or assignee.
- d References to legislation (which includes all related regulations) will be construed as references to that legislation as amended or re-enacted or as its application is modified by other legislation from time to time.
- e Words that are in the singular also carry the plural meaning and vice versa.
- f References to any agreement or document (including references to this agreement) are to the agreement or document as amended, varied, supplemented, novated or replaced.

2 By entering into this agreement, you agree that certain things are true

2.1 By entering into this agreement, you agree to all of the following:

- a you accept the obligations in this agreement, and you understand that these obligations can be enforced according to this agreement
- b you have not given us false or misleading information, and you have told us (or given us access to) all information that could be material to our decision to lend money to you
- c all information that you have provided us with is true, accurate, and not misleading
- d you have not defaulted on any other loan, and you are not about to default

2.2 You agree that the things you tell us by entering into this agreement, as listed in clause 2.1, will continue to be true while this agreement lasts.

3 By entering into this agreement you make a commitment to us

3.1 You will commit to:

- a give us any information about your finances that we have a reason to ask for at any time while this agreement lasts, and
- b let us know straight away if anything happens (including pending legal action) that may prevent you from carrying out your obligations under this agreement.

4 How you can use your loan

4.1 We will loan you money, and you will pay the money back

We will advance the initial unpaid balance listed on the easi-cash agreement (less fees payable to or by us) on the date of the easi-cash agreement provided we are satisfied that all the information that you provided us with is true, accurate, and not misleading. We will pay the money to you or as you direct. In return, you agree to make payments as listed in this agreement.

5 When and how to make payments

5.1 When you must pay us

You will pay:

- a on each payment date the payment specified on page 1 of this agreement (or as otherwise agreed), and
- b immediately on demand by us any other sums that may be owing under this agreement.

5.2 The time of day you must pay by

Each payment must be made either:

- a no later than 4.00 pm on the payment date, if the payment date is a business day, or
- b no later than 4.00 pm on the business day immediately before the payment date, if that date is not a business day.

If you make a payment on a day that is not a business day, or after 4.00 pm on a business day, we consider that payment to have been made on the next business day.

5.3 You can make full prepayment

You may at any time before the last payment date repay the total unpaid balance in full (full prepayment). We stop charging interest on the total unpaid balance on the actual day you make payment. Please see further information on page 2 of this agreement.

5.4 We can refuse part prepayment

We have the right to refuse a payment of part of what you owe us made before the payment date (part prepayment). We will notify you if we refuse a part prepayment. See clause 6.1 for our rights if we accept a part prepayment.

5.5 How you can pay

You can pay by any of the following:

- a direct debit
- b automatic payment
- c electronic payment
- d credit card
- e cheque.

Payments may be made to us or to any third party authorised to accept payments on our behalf.

In each case, you must provide enough details for us to determine which account to pay the money into, and what the payment is for, as set out in your statement.

5.6 You must make your payments free of restrictions

Except to the extent required by law, you must make all payments:

- a free of any restrictions or conditions;
- b free of any deduction or withholding for tax; and
- c free of any other deduction, including set-off or counter claim.

6 What we do with your payments

6.1 We credit your payment on the payment date

The payments you make will be credited against the payment that is due on the payment date. If we accept a payment from you before the payment date (other than a full prepayment), we will hold it unallocated until the payment date and then credit it to your account.

6.2 We can apply your payment to any part of your debt

We can use the money you pay us to reduce your debt with us. We can apply it to the initial unpaid balance, interest, fees, or any other moneys due (in any order we choose, subject to our obligations at law).

7 We will send statements to you regularly

We will send you statements at least six monthly unless we are not required to do so by law.

Unless there is an obvious error, any statement given by us or our agent will be evidence of the amount you owe under this agreement.

8 At any time, we can use any and all deposits held for your account and anything that we owe you, to pay what is owed under this or any other agreement you have with us.

8.1 You agree that:

- a we do not have to give you notice;
- b we do not have to ask you to pay what you owe.
- c We agree to tell you immediately after we have used money to pay what is owed under other agreements.

9 You may have to pay interest, default interest, or fees and charges

9.1 You may have to pay interest

a We charge interest (at the interest rate) on the unpaid balance of your account. Please see further information on pages 1 and 2 of this agreement.

b We can change the interest rate (or how it is calculated or applied) at any time. If we do, we'll notify you as required by law.

9.2 You may have to pay default interest

a We charge default interest if you fail to make a payment required by this agreement. Please see further information on page 2 of this agreement.

b We can change the default interest rate (or how it is calculated or applied) at any time. If we do, we'll notify you as required by law.

9.3 You may have to pay fees and charges

- a Please see further information on pages 1 and 2 of this agreement.
- b We can vary the amount, frequency, time for payment or method of calculation of any fees or charges or introduce new fees or charges. If we do, we'll notify you as required by law. A full schedule of all fees is available from us on request.

10 If you don't keep to this agreement, you are in default

10.1 You are in default if any of the events listed in this clause 10 happen:

- You break this agreement**
- a You breach this agreement in any way, and fail to remedy that breach within 15 business days of a notice from us asking for you to do so.
- b Any provision of this agreement is no longer enforceable against you, or you claim that this is so.
- You give us incorrect or misleading information**
- c You provide us with information about yourself, your circumstances, or your application that we determine to be untrue, not accurate, or misleading.
- We decide you can't meet this agreement**
- d You have a change of circumstances that gives us reasonable grounds to decide that you will not be able to meet this agreement.
- You don't, or can't, pay**
- e You fail to make a payment when due as required by this agreement.
- f You are deemed unable to pay your debts under any relevant legislation, such as if you become bankrupt or go into liquidation.
- g A court issues a warrant to allow seizure of any of your property or assets to cover a debt in excess of \$2,000.
- h A court issues a judgment against you for an amount in excess of \$2,000, and the judgment is not cancelled with 14 days.
- 11 If you are in default, we can take action**
- 11.1 We can require immediate payment**
If you're in default, we can require immediate payment of the total unpaid balance under this agreement, or any other agreement you have with us. You must immediately pay us the amount required as soon as you receive notice from us, whether or not the time for payment has arrived.
- 11.2 We can cancel this agreement or sue,**
If you are in default, we may do any or all of the following:
- a cancel this agreement
- b without notice, sue for recovery of the total unpaid balance
- 11.3 You will pay all losses, costs and expenses**
- a You may need to pay the default fees described on pages 2 and 3 of this agreement.
- b You agree that you will pay all other losses, costs or expenses that an event of default might cause. This includes legal costs, any interest, fees, penalties, expenses, or other sums paid or payable. It also includes solicitor/client costs, repossession fees, dishonour fees, door-knocking fees, debt collection agency costs, and costs for locksmiths, collection, storage, or disposal.
- 11.4 You will pay default interest**
If you fail to make a payment when due as required by this agreement, you will be charged default interest as described in clause 9.2.
- 12 Other amendments to this agreement**
- 12.1 We may at any time (without your prior agreement) change any term in this agreement where, in our reasonable opinion, the change:**
- a is necessary or expedient to comply with any applicable law
- b is of a formal, technical or administrative nature, or
- c will not prejudice or disadvantage you in any material respect.
- We will give you notice of any change as required by law.
- 13 We don't waive any of our rights**
- 13.1 Even if we don't exercise a particular right under this agreement, we still retain that right.**
- 13.2 If we exercise any right under this agreement, we can still exercise that right again, or any other right.**
- 13.3 In addition to any and all of the rights under this agreement, we can also seek any other remedies allowed us in law.**
- 14 You cannot assign your rights under this agreement, but we can**
We may at any time assign or transfer our rights and/or obligations under this agreement. We can assign or transfer to anyone we choose to, on any terms we consider fit. We do not have to let you know (unless required by the CCCFA or any other applicable law).
- 15 You will communicate with us and we will communicate with you**
- 15.1 Unless otherwise specified, all notices or other communications from us to you (including statements) or from you to us must be:**
- a in writing (which may be by means of an electronic message)
- b delivered, forwarded or sent by personal delivery, post, or electronic message to the address specified in this agreement or otherwise given by the addressee.
- c deemed to have been received by the addressee:
- if served personally, at the time of service
 - if sent by post, on the fourth business day after being posted, correctly addressed, by prepaid postage
 - if sent by electronic message, on the second business day after sending to the correct address.
- 15.2 You agree that the conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law Act 2017 (and any other mandatory law applicable from time to time) and you agree to receive notices and other communications from us in electronic form, by means of an electronic communication, and signed by means of electronic signature.**
Where you have given us an electronic message address, you acknowledge and agree that (unless you ask otherwise):
- a we'll typically use that address as the primary means of communicating with you
- b we may send you electronic messages allowing you to access your statements from a website or by means of the Internet.