

**ONYX FINANCE LIMITED  
CREDIT CONTRACT and DISCLOSURE STATEMENT**

**DEBTOR(S)** ("the Borrower, You, Your")

**Debtor:**

**CREDITOR**

**Name:** Onyx Finance Limited ("OFL")  
**Address:** PO Box 1714  
Palmerston North  
**Telephone:** 06 354 2129 or 021 724 858  
**Fax:** 06 354 2125      **Email:** onyx.finance@xtra.co.nz

**DESCRIPTION OF SECURITY INTEREST**

**Motor Vehicle:** Year:  
Make:  
Reg:  
Vin:

This document sets out information about your Credit Contract.

You should read it thoroughly.

**If you do not understand anything in this document you should seek independent advice.**

The law gives you a limited right to cancel the Consumer Credit Contract (see Right to Cancel section). Note that strict time limits apply.

**INSURANCE DETAILS**

Insurer		Amount of Cover	
Expiry Date		Policy Number	

Initials: \_\_\_\_\_

**CREDIT DETAILS**

Initial unpaid balance.

This is the amount You owe as at the date of this agreement (including any fees charged by OFL).

\$.....	made up of:	Cash Price	\$.....
		Payment Protection Insurance	\$.....
		GAP Insurance	\$.....
		Mechanical Warranty	\$.....
		VEDA Credit Check	\$.....
		VEDA License Check	\$.....
		VEDA Motocheck	\$.....
		PPSR Search Fees	\$.....
		PPSR Registration	\$.....
		Other Charges	\$.....
		Establishment Fee	\$.....
		Less	
		Cash Deposit	\$.....
		Trade In Allowed	\$.....

Total advances

This is the total amount of all advances made or to be made to you. \$.....

**PAYMENTS. You are required to make each payment as specified.**

..... monthly payments of \$..... beginning on .....  
(included account maintenance fee as per Schedule of Fees and Charges attached)

Total amount of payments  
\$.....

**INTEREST**

Annual interest rate:  
.....% fixed for the full term of the contract, being  
..... Months.

Total interest charges  
This is the total amount of the interest charges payable under the contract.  
\$.....

**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 at the end of each month.

Initials: \_\_\_\_\_

## CREDIT FEES AND CHARGES

The credit fees and charges set out in the attached “**Schedule of Standard Fees and Charges applied to Consumer Contracts**” (which may not be included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract.

Your Credit Contract may allow OFL to vary this/these fee(s) and charge(s).

Account Maintenance Fee \$8.00; payable on the last day of each calendar month.

Administration costs and fee payable on full prepayment are disclosed under the Full Prepayment section.

## CONTINUING DISCLOSURE

OFL may be required to provide you with regular statements. The statements will give you information about your account, and will be provided to you every six months.

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

Security interest(s)

This is secured credit. OFL has an interest in the ‘Description of Security Interest’ detailed on Page 1 of this document. **If you fail to meet your commitments under the contract, then to the extent of the security interest, OFL may be entitled to repossess and sell this property.**

If you give a person other than OFL a security over the property, you may be in breach of this contract and OFL may exercise its rights under this Credit Contract including demanding payment of all monies outstanding under the contract and repossessing the property.

If OFL’s rights under the security were to be exercised, the Debtor would be liable to OFL for the difference (if applicable) between the amount required to settle the contract and the net proceeds of the sale as at the date of sale.

## 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 OFL to vary these fees and charges.

Annual Default interest rate is 21%. It is charged on the unpaid daily balance from the time that you fall into financial default until you are no longer in financial default and calculated by multiplying the unpaid balance at the end of the day by the daily default interest rate.

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

Default fees and charges that may apply to this contract are detailed on the attached “**Schedule of Standard Fees and Charges applied to Consumer Contracts**”.

## 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 OFL for any loss resulting from the full prepayment. OFL may have suffered a loss if OFL's current interest rate is lower than the interest rate applying to your original consumer credit contract.

You may also have to pay OFL's administrative costs relating to the full prepayment.

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

Administrative costs/fees are detailed in the attached "**Schedule of Standard Fees and Charges applied to Consumer Contracts**".

## RIGHT TO CANCEL

You are entitled to cancel the Consumer Credit Contract by giving notice to OFL.

### Time limits for cancellation

If the documents are handed to you directly you, you must give notice that you intend to cancel within **5** working days of the date of this Credit Contract; or

If the documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within **7** working days of the date of this Credit Contract; or

If the documents are posted to you, you must give the notice within **9** working days of the date of this Credit Contract.

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

### How to cancel

To cancel, you must give OFL written notice that you intend to cancel the Credit Contract by:

- Giving written notice to OFL or an employee or agent of OFL; or
- Posting the notice to OFL or an agent of OFL; or
- Emailing the notice to OFL's email address; or
- Faxing the notice to OFL's fax number.

You must also, within the same time, return to OFL any advance received by you under the Credit Contract.

### What you may have to pay if you cancel

If you cancel the contract OFL can charge you:

- the amount of any reasonable expenses OFL had to pay in connection with the contract 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.

## WHAT TO DO IF YOU SUFFER FROM UNFORSEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury or loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the OFL 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 terms of the contract (which will reduce the amount of each payment due under the contract); or
  - a postponement of the date 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, and any supporting information that may be relevant to the application, to OFL.

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

## DISPUTE RESOLUTION

**Name of dispute resolution scheme:** Financial Services Complaints Limited (FSCL)

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 OFL.

Contact details of the dispute resolution scheme:

Phone: 0800 347 257 or **04 472 3725**

Website: [www.fscl.org.nz](http://www.fscl.org.nz)

Business address: **PO Box 5967, Wellington 6011, New Zealand**

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

**Creditor's Registration Name:** Onyx Finance Limited

**Registration number:** FSP158745

DEBTOR'S SIGNATURE

**Signed as Debtor**

\_\_\_\_\_

Witness Signature

Witness Name

Witness Address

DATE OF CONTRACT \_\_\_\_\_

Signed for and on behalf of **ONYX FINANCE LIMITED**

Signature

Name

Title

COPY

Initials: \_\_\_\_\_

Please read these Terms and Conditions carefully. They contain, amongst other matters, provisions which grant Onyx Finance Limited security in your property. **We strongly advise you to obtain independent legal advice prior to signing this Agreement. These Terms and Conditions are applicable from 6 June 2015.**

1. **Responsible Lending**
  - 1.1 OFL takes its responsibilities under the Responsible Lending Code seriously. A copy of the Code is available at [www.consumeraffairs.govt.nz](http://www.consumeraffairs.govt.nz)
2. **Withdrawal of Facility**
  - 2.1 OFL may at any time prior to the Borrower drawing on the Advance and after consulting and advising the Borrower, cancel this Agreement immediately if OFL consider that:
    - (a) there has been a material delay in the Borrower drawing on the Advance;
    - (b) information OFL relied upon when assessing the Borrower's application is incorrect in a material respect; or
    - (c) there has been a material change in the financial market conditions on which OFL relied when OFL offered the Advance to the Borrower.
3. **What OFL agree to do**
  - 3.1 OFL agrees to provide the Advance to the Borrower upon the terms and subject to the conditions set out in the following documents:
    - (a) OFL's Disclosure Statement ("the Schedule");
    - (b) OFL's Overview Schedule of the Credit Facility Standard Terms, Conditions, Fees and Right to Cancel ("Overview Schedule") if applicable;
    - (c) these Terms and Conditions; and
    - (d) OFL's Schedule of Standard Fees and Charges ("Fees Schedule"),together referred to as "the Agreement". Defined terms in these Terms and Conditions will apply to all documents in (a) to (d) above.
  - 3.2 Where the Collateral is to be purchased by the Borrower OFL may pay the Advance directly to the seller of the Collateral.
4. **Payments**
  - 4.1 The Borrower agrees to the following:

The Borrower agrees to pay OFL as and when due:

    - (a) all payments due to OFL pursuant to the payment schedule; and
    - (b) any other amounts owing pursuant to this Agreement.
  - 4.2 Payments shall be made to OFL by way of:
    - (a) Automatic payment, Wage deduction: these can arranged by contacting OFL on 06 354-2129 or by emailing [onyx.finance@xtra.co.nz](mailto:onyx.finance@xtra.co.nz)
    - (b) Internet/telephone banking: internet or telephone banking payments can be made from the Borrower's nominated bank account in payment of the Borrower's credit facility; or  
Cheque: the Borrower can make a payment by mailing it to Onyx Finance Limited, PO Box 1714, Palmerston North
- 4.3 All payments must be referenced by the Borrower's name or account number. If they are not they may be deemed as having not been paid.
- 4.4 OFL shall credit each payment made under this Agreement in accordance with the Payments Schedule.
5. **Interest**
  - 5.1 Interest is charged to the Borrower's account as set out in the Schedule.
6. **Fees**
  - 6.1 Fees are payable by the Borrower in accordance with the Fees Schedule.
7. **Default Interest**
  - 7.1 If the Borrower fails to make a payment on the due date, or any moneys payable by the Borrower in accordance with clause 4.1 OFL may charge the Borrower Default Interest (also known as Penalty Interest) at the rate of 21% in respect of the amount of the default and while the default continues.
  - 7.2 Default Interest is charged to the account at the end of each Interest Period.
8. **Prepayment**
  - 8.1 The Borrower may repay part of the Advance early provided that the Borrower also pays:
    - (a) interest to the date of repayment at the interest rate for the Advance;
    - (b) a fee equal to the reasonable estimate of OFL's loss arising from the part prepayment; and
    - (c) A fee for the administrative costs arising from the part prepayment.
  - 8.2 The Borrower may repay the full amount of the Advance early provided that the Borrower also pays:
    - (a) the current unpaid balance plus any interest charges (including Default Interest charges, and other fees and charges applicable at the time of the full prepayment); and
    - (b) a fee for the administrative costs arising from the full prepayment; and
    - (c) a fee equal to the reasonable estimate of OFL's loss arising from the full prepayment; less a proportionate rebate where applicable of any insurance premium financed under the Advance calculated in accordance with the CCCFA.
    - (d)
9. **Disclosure**
  - 9.1 OFL takes its disclosure obligations to the Borrower under the CCCFA seriously. The latest version of OFL's standard terms and conditions and costs of borrowing are available at:
    - (a) At the Borrower's request from OFL; and

Initials: \_\_\_\_\_

(b) At OFL's premises.  
9.2 OFL will send a statement as provided for in the Schedule (except in circumstances set out in clause 9.3 below) which shows payments made by the Borrower and Subsequent Advances (if any).

9.3 OFL will issue statements unless:  
(a) OFL cannot reasonably locate the Borrower;  
(b) There have been no transactions during the period and the total closing balance is nil;  
(c) The Borrower has breached this Agreement and OFL have commenced enforcement proceedings; or  
(d) The Borrower has been declared bankrupt or has died and OFL have not received further requests for statements.

9.4 If the Agreement is varied pursuant to the terms of this Agreement, OFL will provide variation disclosure to the Borrower in accordance with the CCCFA.

9.5 OFL will provide any disclosure to the Borrower which is requested pursuant to the CCCFA.

## 10. Changes to Agreement

10.1 OFL may:  
(a) Change the fees payable in the Fees Schedule and the frequency and time for payment of such fees as reasonably required;  
(b) Impose a new fee if reasonable;  
(c) If any law regulates a change, OFL may only change to the extent permitted by and subject to the requirements of that law.

10.2 If OFL changes this Agreement pursuant to clause 10.1 OFL will give you notice of the changes in writing no later than 30 days before the change takes effect.

## 11. No deductions

11.1 Except to the extent that the Borrower has a right of set off granted by law, the Borrower agrees to make all payments due under this Agreement without set-off or deduction.

## 12. Collateral and Security

12.1 The Borrower grants OFL a first registered security interest in the Collateral as security for the repayment of the Advance and all other moneys payable under this Agreement and the performance of all other terms and obligations in this Agreement.

12.2 The Borrower agrees that (where applicable) this Agreement creates a Security Interest in the Collateral as security to OFL and that OFL may register a Financing Statement to perfect such interest pursuant to the PPSA and do all acts necessary to maintain such Financing Statement.

12.3 The Borrower authorises OFL to search the Personal Property Securities Register at any time in respect of the Borrower.

## 12.4 The Borrower agrees:

- (a) **To keep the Collateral** at the Premises when not in use.
- (b) **Not to part with possession** of the Collateral or sell or attempt to sell, pledge or create a Security Interest or permit a lien in the Collateral.
- (c) **To immediately notify OFL** if the Collateral is taken out of the Borrower's possession and advise as to where it has been removed.
- (d) **To ensure the Collateral is used only** in a reasonable and lawful manner and to keep the Collateral registered and licensed if applicable and in the case of a vehicle to maintain a current Warrant of Fitness.
- (e) **To keep the Collateral** in good condition and protect it from loss or damage.
- (f) **To service or repair** the Collateral at the Borrower's cost in a proper and workman like manner.
- (g) **Not to alter** the Collateral without OFL's prior approval.
- (h) **To notify OFL immediately** of any loss of or damage to, defect or fault in the Collateral.
- (i) **That any accessories or goods** (including replacement parts) supplied with or for any Collateral during the term of this Agreement shall become part of the Collateral for all purposes and shall be subject to the Security Interest contained in this Agreement.
- (j) **To promptly pay** all traffic and parking fines, penalties, levies, fees and tax (including road user charges) imposed by any Law or any government agency in relation to the vehicle.
- (k) **To allow OFL to inspect** the Collateral at any time between the hours of 8.00 a.m. and 5.00 p.m. on any week day and at any other time the Collateral is being used, on reasonable notice.

## 13. Insurance

13.1 The Borrower agrees to keep the Collateral fully insured throughout the term of the Agreement for full replacement value not being less than the amount, if any, specified by OFL, for loss or damage by accident, fire, theft (and in the case of a motor vehicle, liability to third parties for bodily injury, death or damage to property) and any other risk required by OFL. The insurer must be approved by OFL and the interests of OFL noted on the policy accordingly.

13.2 Where OFL requires the Borrower to hold life insurance or other insurance such insurance must be maintained throughout the term of the Agreement for not less than the amount specified by OFL and with an insurer approved by OFL with OFL's interests noted accordingly.

13.3 The Borrower must not do or omit to do anything which could result in the insurer declining any claim. The Borrower agrees to make an insurance claim in respect of the Collateral when requested to by OFL. The Borrower agrees that any amount payable under any insurance policy will be paid to OFL and applied towards payment of all amounts outstanding under this

Initials: \_\_\_\_\_



Agreement whether or not the time for payment has arrived or towards the damage to any Collateral, as OFL sees fit.

13.4 The Borrower agrees that where the Borrower has requested loan repayment insurance such insurance is optional and not required as a condition of finance being approved.

#### 14. **Security Documents**

14.1 This Agreement shall be read together with all other deeds, securities, documents and agreements given to OFL by any person to secure the Advance and any other monies payable under this Agreement so that a default under one shall constitute a default under all. OFL may exercise its rights, powers and remedies under any of the documentation in such order as OFL think fit.

#### 15. **Information**

15.1 The Borrower confirms that the information provided by the Borrower is true and correct. The Borrower will promptly notify OFL of any changes in the information, and in the case of the change of name, address or email of the Borrower, 7 days prior to such change taking effect. Upon request the Borrower will provide to OFL such information about the Borrower's financial position or operations as OFL may reasonably require.

#### 16. **Financial Difficulty and Unforeseen Hardship**

16.1 If the Borrower is in financial difficulty and believes that the Borrower will not be able to meet its obligations to OFL, the Borrower should contact OFL immediately on 06 354-2129.

16.2 Any application in respect of unforeseen hardship pursuant to the CCCFA must be made by the Borrower to OFL in writing and specify the Borrower's reasonable cause for the Borrower's inability to meet the Borrower's obligations under this Agreement.

16.3 A Borrower is not able to make another unforeseen hardship application in respect of the same agreement less than four months after their previous application except where:

(a) The reasonable cause is materially different; or  
OFL agrees to consider the application.

16.4 On receiving an unforeseen hardship application OFL will:

- (a) Acknowledge receipt in writing to the Borrower within 5 working days;
- (b) Request further information from the Borrower if required within 10 working days;
- (c) Give written notice of their decision to the Borrower within 20 working days (or if further information has been requested pursuant to 16.4(b), the later of 10 working days after receiving such information or 20 working days after the request for such information).

#### 17. **Breach by the Borrower**

If any Enforcement Event occurs, then, subject to the relevant Legislation:

17.1 all moneys owing and unpaid under this Agreement will be immediately payable even if the time for payment has not arrived.

17.2 OFL may repossess the Collateral and take possession of the Collateral.

17.3 OFL or its agents may enter the Premises or enter any other premises (including, where necessary, when the occupier is not present) where the Collateral is located as the Borrower's agent for the purpose of repossessing the Collateral and take possession of the Collateral.

17.4 OFL or its agents may sell the Collateral or any part of it in such manner as OFL or its agents consider expedient. OFL and may do anything necessary to give effect to any sale.

#### 18. **General**

18.1 **Conflict:** In the event of conflict between the terms of this Agreement and the terms of any collateral security the terms of this Agreement will prevail.

18.2 **Severance:** The Borrower agrees that if any provision of this Agreement is illegal, that provision will be severed from this Agreement without affecting the remaining provisions.

18.3 **Rights at law:** The rights in this Agreement (or related documents) do not affect the rights of either party at law.

18.4 **Reinstatement:** If any payment made by the Borrower under this Agreement is required to be repaid by OFL by any law, that payment will be deemed not to have affected or discharged the Borrower's liability.

18.5 **Indemnity:** The Borrower agrees to indemnify OFL against the following:

- (a) Any liability arising in connection with the possession or use or operation of the Collateral by the Borrower;
- (b) Any loss or, damage to or destruction of the Collateral; and
- (c) Any liability, loss or expense OFL incurs as a result of the Borrower's default under this Agreement or the exercise of any right power and remedy under this Agreement.

18.6 **Costs:** The Borrower agrees to reimburse OFL for all costs as set out in the Schedule of Standard Fees and Charges applied to Consumer Contracts attached to this Agreement.

18.7 **Performance by OFL:** If the Borrower fails to observe or perform any of the Borrower's obligations in this Agreement then OFL may perform such obligations and any moneys paid or expenses incurred will be payable by the Borrower to OFL.

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18.8 **No waiver:** OFL will not be prevented from enforcing any of OFL's rights under this Agreement because on an earlier occasion OFL did not enforce those rights or delayed enforcing those rights.

18.9 **Notices:** All notices to be given pursuant to this Agreement shall be given in accordance with the relevant Legislation. Without limitation, the Borrower consents to disclosure under the CCCFA being made in electronic form including via OFL's website (if relevant) and by means of electronic communication.

18.10 **Variation:** Subject to any variations permitted by this Agreement, this Agreement may only be varied or modified as agreed between the parties.

18.11 **Set Off:** In addition to any other rights OFL may have, OFL has the following rights:

- (a) OFL may debit any account the Borrower may have with OFL any amount the Borrower is liable for under this Agreement. OFL.
- (b) OFL may set off sums the Borrower has with OFL towards satisfying any liability that the Borrower has with OFL under this Agreement without prior notice to the Borrower.

18.12 **Governing Law:** This Agreement shall be governed by New Zealand law.

18.13 **Commission:** The Borrower acknowledges that OFL or any broker, agent, dealer or other person who introduces the Borrower to OFL may receive commission, fees or other remuneration for providing such introduction.

18.14 **Counterparts:** This Agreement may be signed in any number of counterparts (including by facsimile or scanned copy), all of which together shall constitute one and the same document. Any Party may enter into this Agreement by signing any such counterpart. Such document or documents may be relied on by any party and presented in legal proceedings as though it were an original.

## 19. Assignment

19.1 OFL may assign its rights under this Agreement provided that the Borrower has and may exercise the same rights under the Agreement against the assignee as the Borrower has against OFL.

## 20. Interpretation

In this Agreement the following terms and expressions have the following meanings:

20.1 **"Advance"** means the Initial Total Advances, any Subsequent Advances and all other moneys advanced or amounts payable under this Agreement;

**"Annual Interest Rate"** means the annual interest rate described in:

- (a) the Schedule; or
  - (b) the Overview Schedule,
- and as amended by OFL by notice in accordance with clause 10 from time to time.

**"CCCFA"** means the Credit Contracts and Consumer Finance Act 2003;

**"Collateral"** means the property described as the Collateral in the Schedule and includes both Personal Property Collateral and Land Collateral and any proceeds of that property;

**"CRA"** means the Credit (Repossession) Act 1997;

**"Debtor"** and **"Borrower"** are references to the party named as Debtor in the Schedule;

**"OFL"** and **"Creditor"** are references to Onyx Finance Limited;

**"Enforcement Event"** means the occurrence of any of the following events:

- (a) the Borrower does not pay any money payable under this Agreement when due or a payment is dishonored or reversed;
- (b) the Borrower does not perform or comply with any other obligation the Borrower has under this Agreement;
- (c) the Borrower dies, ceases to be of full capacity or commits an act of bankruptcy;
- (d) any insurance policy in respect of the Collateral is cancelled by the insurer;
- (e) if OFL believe the Collateral is "at risk" (as defined in section 7 of the CRA and section 83E(2) of the CCCFA);
- (f) the Borrower stops payment to or enters into any composition or other arrangement with the Borrower's creditors generally;
- (g) any distress or execution is levied upon or against any of the Borrower's assets or any of the Borrower's property or assets are seized or appropriated by any person or a security over any of the Borrower's assets becomes enforceable; or
- (h) any judgment is obtained against the Borrower and remains unsatisfied for more than 14 days.

**"Financing Statement"** has the same meaning as that term is defined in the PPSA.

**"Interest Date"** means the interest date set out in the Schedule;

**"Interest Period"** means the period from (and including) the Interest Date (or in the case of the first Interest Period, from the Interest Commencement Date) to (but excluding) the next Interest Date;

**"Laws"** means Acts of Parliament, regulations and by-laws;

**"Personal Property Collateral"** means all Collateral which is not Land Collateral;

**"PPSA"** means the Personal Property Securities Act 1999;

**"Premises"** means the premises described in the Schedule at which the Personal Property Collateral is to be kept;

**"Repossession Legislation"** means the CRA for agreements entered into prior to 6 June 2015 and the CCCFA for agreements entered into, amended or renewed from 6 June 2015;

**"Schedule"** means the disclosure statement provided in accordance with section 17 of the CCCFA (together with OFL's loan approval letter, if applicable) forming part of this Agreement to which these terms and conditions are attached.

20.2 **Other terms:** All other capitalised terms have the meaning set out in the Schedule.

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- 20.3 **Headings:** Headings are for guidance only and do not affect the interpretation of this Agreement.  
**"Security Interest"** has the meaning given to that term in the PPSA;  
**"Subsequent Advance"** means any subsequent advance described in the Schedule;  
**"Term"** means the period commencing on the date of this Agreement and ending on the date all moneys payable under this Agreement have been paid in full.
- 20.4 **Plural and singular:** References to the plural include the singular and vice versa.
- 20.5 **Successors:** References to a person include (as applicable) that person's successors, executors and permitted assigns.
- 20.6 **Joint and several:** If more than one person executes this Agreement as Debtor, references to the Debtor in this Agreement shall include each such person and any two or more of them and shall bind each such person under this Agreement jointly and severally.

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# Onyx Finance Limited

## Schedule of Standard Fees and Charges applied to Consumer Contracts

### Annual Interest Rate

The annual interest rate will be no higher than 16.95% and is assessed by taking into account the clients' credit history, affordability, asset backing, security value and stability in employment and residence

### Application / Approval / Account Maintenance

#### **Establishment Fee \$375**

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

#### **Credit Check \$16.22.**

This is the cost to carry out a credit check on an individual borrower.

#### **Licence Check \$3.91**

This is the cost to obtain a NZ Drivers Licence check.

#### **Motor Check \$4.49**

This is the cost of obtaining a check on motor vehicle registration details.

#### **PPSR Search Fees \$3**

This is the cost per person/vehicle to search the Personal Property Security Register.

#### **PPSR Registration \$20**

This is the cost associated with the registration of security on the PPSR

#### **Account Maintenance Fee \$8**

This fee is part of the loan instalment and is for the maintenance service provided per month. The fee is charged at Loan Instalment plus \$8.00 per month.

#### **Early Repayment Fee \$75**

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

### Modifications

#### **Contract Variation (Security) \$85**

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

### Collections

#### **Dishonoured Payment Fee \$10**

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

#### **Reminder Letter Fee \$10**

Fee is charged to the loan account where a Credit Controller is required to send a letter to the Debtor regarding overdue amount/s on the loan account.

#### **Repossession Warning Notice \$25**

Fee is charged to a loan account when a Prepossession Notice is issued.

#### **Repossession Authority \$50**

Fee is charged to the loan account when it is necessary to issue a Repossession Warrant as a result of a serious default (e.g. overdue instalments). This amount along with the arrears and any agent costs are due and payable immediately to avoid repossessions.

#### **Repossession Costs**

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

#### **Post-Repossession Notice \$50**

The Creditor issues a Post-Repossession Notice within 21 days of the taking of goods. Fee for the issue of Post-Repossession Notice will be charged to the loan account.

#### **Statement of Account After Sale \$30**

Fee is charged to the loan account following production and service of this notice after sale of goods within 10 days of the sale being affected.

### Insurance

The cost of insurance cover for Loan Repayment Insurance, Motor Vehicle Insurance, Mechanical Breakdown Insurance, Guaranteed Asset Protection Insurance and Accidental Death Insurance may be included in the loan. The premium financed will be paid to the relevant insurance company and provide insurance cover for the period stated in each insurance proposal.

Initials: \_\_\_\_\_

## Qualifying Financial Entity Disclosure Statement

### **It is important that you read this document**

The information provided in this Disclosure Statement should help you in dealing with Onyx Finance Limited ("Onyx Finance") and its staff, and in deciding which financial adviser to use. It provides information about Onyx Finance that you may find useful.

### **Onyx Finance is a Qualifying Financial Entity**

Onyx Finance is licensed by the Financial Markets Authority as a Qualifying Financial Entity for the purposes of the Financial Advisors Act 20087, and is able to provide the financial adviser services described below.

As a Qualifying Financial Entity, Onyx Finance takes responsibility for the adviser services provided by its staff.

### **How can Onyx Finance's Staff help you?**

Onyx Finance staff can provide you with financial adviser services for the following products:

- Onyx Finance Car Loans and other personal loans made by Onyx Finance;
- Loan Protection Insurance and GAP insurance all underwritten by Protecta Insurance

No fees are payable by you for advice from Onyx Finance staff.

### **What should you do if something goes wrong?**

If you have a problem, concern, or complaint about Onyx Finance's services, please tell either the Onyx Finance staff member you are dealing with or the Managing Director of Onyx Finance and we will try to fix the problem. You may initiate Onyx Finance's internal complaints procedures by writing to the Managing Director of Onyx Finance at the above address.

Onyx Finance's internal complaints procedures are intended to provide a timely response to your complaint, but if we cannot agree on how to fix the issue, you can then contact:

Financial Services Complaints Limited  
P O Box 5697,  
Wellington 6140  
Telephone number: (04) 472 3725 or Freephone: 0800 347 257  
Fax: (04) 472 3728

This service will cost you nothing, and will help to resolve any disagreements.

### **How Onyx Finance is regulated by the Government**

You can check that Onyx Finance is a registered Financial Services Provider and a Qualifying Financial Entity at <http://www.fspr.govt.nz>. You can also contact the Financial Markets Authority, which licences and regulates Qualifying Financial Entities, for more information about financial advisers.

You can report information or complain about the conduct of Onyx Finance or its staff to the Financial Markets Authority, but in the event of a disagreement, you may choose first to use the dispute resolution procedures described above (under **What should you do if something goes wrong?**). You can contact the Financial Markets Authority at:

The Financial Markets Authority  
P O Box 1179,  
Wellington 6140  
Telephone: 0800 434 566  
Fax: (04) 472 8076  
Website: [www.fma.govt.nz](http://www.fma.govt.nz)

Initials: \_\_\_\_\_