

## INITIAL DISCLOSURE STATEMENT

Statement Date: 04/05/2021

Transaction Number: 155100004949

Initial disclosure statement - section 17 of the Credit Contracts and Consumer Finance Act 2003 ("CCCFA") for consumer credit contracts other than revolving credit contracts.

IMPORTANT - If the Agreement is a 'consumer credit contract' under the CCCFA, FFNZ is required under section 17 of the CCCFA to provide you with an 'initial disclosure statement which sets out key information about your consumer credit contract ("Initial Disclosure Statement").

This section of the Agreement is the Initial Disclosure Statement.

You should read it thoroughly. If you do not understand anything in this Initial Disclosure Statement, you should seek independent advice. You should also keep this Initial Disclosure Statement (and the Agreement) in a safe place.

The law gives you a limited right to cancel the Agreement (see below for further details).

Note that strict time limits apply.

### FULL NAME AND ADDRESS OF CREDITOR (This is the person providing you the credit)

You may send notices to FFNZ by: <ul style="list-style-type: none"><li>writing to FFNZ at FFNZ's postal address; or</li><li>sending an email to the address specified.</li></ul>	Name: <b>Fee Funders NZ Limited</b> Trading name (if different): Fee Funders, Pet Funders, Real Estate Funders, Boat Funders (as applicable) Physical address: Level 10, 34 Shortland Street, Auckland 1140, New Zealand Postal address: PO Box 125180 St Heliers, Auckland 1740, New Zealand Email: admin@feefunders.co.nz
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### CREDIT DETAILS

	<b>Initial Unpaid Balance</b> This is the amount you owe to FFNZ as at the date of this Initial Disclosure Statement (including any fees charged by FFNZ).
Funded Amount	\$1200.00
Full Term Interest	\$66.60
Setup Fee	\$95.00
<b>Total Advances</b>	<b>\$1,361.60</b>

**PAYMENTS** You are required to make each Instalment payment by the time specified below without deduction or set off.

Payments will be made by way of direct debit authority to the nominated account of FFNZ.

<b>Timing of Instalment payments</b> Frequency: Monthly Number of Instalments: 3 First Instalment Date: 27-04-2021 Final Instalment Date: 27-07-2021	<b>Amount of each Instalment</b> First Instalment amount: \$517.20 Further Instalment amount: \$422.20 Total amount of Instalments: \$1,361.60
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### INTEREST

<b>Monthly interest rate</b> Fixed 1.85% rate for the whole term of the Agreement, being \$22.20 per month	<b>Total interest charges (full term)</b> \$66.60 (This is the total amount of the interest charges payable under the Agreement)
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### Method of charging interest

Interest is calculated and payable by you each month until the end of the month within which Settlement is to occur. Interest is charged at an equated monthly installment (EMI) basis, which means that the payment you make is the same amount each month.

### CREDIT FEES AND CHARGES

The credit fees and charges set out below (which are not included in the Initial Unpaid Balance) are, or may become, payable under, or in connection with, the Agreement:

\$12.50 - Dishonoured Payment Fee  
\$12.50 - Single Payment Variation Fee  
\$65.00 - Pmt Schedule Change Weekly/Fortnightly  
\$125.00 - Loan Refinance Fee  
\$125.00 - Settlement Fee  
\$125.00 - Early Repayment Fee  
\$125.00 - Setup Fee  
\$175.00 - Debt Collect Lodgement Fee  
\$965.00 - Caveat Lodgement and Removal Fee

All reasonable direct and indirect costs and expenses arising or which FFNZ may incur under or in connection with the Agreement, regarding:

- (i) the preparation, signing, registration, administration, variation, release or consent relating to any security agreement, mortgage, security or caveat that FFNZ is entitled to take as security under the Agreement, other than the PPSR registration fee referred to in (c) above; and
- (ii) any act or attempted act to exercise or enforce or protect any right or remedy FFNZ may have under the Agreement or any security thereunder, (referred to in the Agreement as the 'Other Costs').

#### CONTINUING DISCLOSURE

FFNZ may be required to provide you with regular Unpaid Balance Statements which will give you information about your account.

Statements will be provided Monthly. The Borrower consents to receiving electronic disclosure. FFNZ may send electronic disclosure to the email addresses specified on the front page of the Agreement.

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

##### 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 outlined below. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are payable.

**Default interest:** Default interest is charged at the default interest rate of 30.00% per annum in respect of the amount of the default from the date of default until the date the default is fully remedied (including payment of all default interest, default fees and all other monies payable in relation to the default). Default interest is calculated by multiplying the amount of the default by a daily default interest rate that is calculated by dividing the default interest rate by 365. Default interest is charged to your account monthly.

**Default fees:** FFNZ is entitled to charge a fee of \$85.00 in respect of each default made by the Borrower or in relation to each notice or communication FFNZ elects to send to the Borrower in relation to any such default. FFNZ may also charge a reasonable fee (based on its overhead cost at any time) for time spent. You must also pay to FFNZ any and all direct and indirect costs and expenses FFNZ incurs as a consequence of attempting to enforce the Agreement when you are in default including (but not limited to) the costs and expenses incurred by collection agencies, repossession agents, process servers, solicitors, real estate agents, valuers, insurance companies and local bodies.

**Late payment fee:** A late payment fee of \$12.50 is payable by you to the Agent for any and each reversal of a payment initiated by FFNZ or the Agent in accordance with the terms and conditions of the Agreement.

##### Security interests

This is secured credit. You grant to us the security interests in the property set out below to secure repayment of the Unpaid Balance, and the performance of all of the obligations due to be performed by you, under the Agreement ("Borrower's Indebtedness and Obligations"). If you fail to meet your commitments under the Agreement, FFNZ may be entitled to repossess and sell this property. If FFNZ exercises its rights under its security interests and sells this property and the proceeds received from the sale are insufficient to repay the amount outstanding to FFNZ under the Agreement, then you will remain liable for the amount outstanding under the Agreement after the proceeds of sale are applied.

##### Description of security interests:

Personal property

A security interest (as that term is defined in section 17 of the Personal Property Securities Act 1999), in respect of the Borrower's Indebtedness and Obligations, in all of the Borrower's present and after acquired personal property and proceeds and all your other property and proceeds including, without limitation all your present and after acquired right, title and interest to all accounts receivable and all proceeds thereof, and including but not limited to any collateral described below (and all of the proceeds of sale thereof and accounts receivable relating thereto):

Land to be Mortgaged

A registered all obligations mortgage over the following property and all other property owned by you:

Address:

You may not grant any party other than FFNZ a security interest over any of the above property (together, the "Secured Property"). If you do then that will constitute a default under the Agreement and the Secured Property may be liable to repossession and sale.

#### FULL PREPAYMENT

If you pay the Unpaid Balance in full before the final payment is due (full prepayment), you will be required to pay an early repayment fee of \$125.00 to compensate FFNZ for any loss resulting from the full prepayment.

#### RIGHT TO CANCEL

You are entitled to cancel the Agreement by giving notice to FFNZ.

##### Time limits for cancellation

- If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.
- If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.
- If the documents are mailed to you, you must give the notice within 9 working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days.

##### How to cancel

To cancel, you must give FFNZ written notice that you intend to cancel the Agreement by:

- giving notice to FFNZ or an employee or agent of FFNZ; or
- posting the notice to FFNZ or an agent of FFNZ; or
- emailing the notice to Fee Funder's email address (if specified on the front of the Agreement).

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

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

If you cancel the Agreement, FFNZ can charge you the amount of any reasonable expenses FFNZ had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the Agreement FFNZ can also charge you interest for the period from the day you received the advance until the day you repay the advance.

**WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP**

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause ("Unforeseen Hardship"), you may be able to apply to FFNZ for a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and
- (c) request one of the following:
  - an extension of the term of the Agreement (which will reduce the amount of each payment due under the agreement); or
  - a postponement of the dates on which payments are due under the Agreement (specify the period for which you want this to apply); or
  - both of the above; and
- (d) give the application to FFNZ. Do this as soon as possible. If you leave it for too long, FFNZ may not have to consider your application.

**DISPUTE RESOLUTION**

**REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER:**

**Name of dispute resolution scheme:** Financial Services Complaints Limited

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 FFNZ.

**Contact details of dispute resolution scheme:**

Phone: 0800 347 257 Website: [www.fscl.org.nz](http://www.fscl.org.nz)

Business address: Financial Services Complaints Limited, Level 4,  
101 Lambton Quay, Wellington 6145

**Creditor registration name:**

Fee Funders NZ Limited

**Registration number:** FSP287345