

# BUSINESS LOAN AGREEMENT

European Financial Services Limited. Level 1, 6 Mackelvie Street, Grey Lynn, Auckland 1021.

## CUSTOMER ("you", "your")

FULL NAME:	FULL NAME:
TRADING NAME:	TRADING NAME:
PHYSICAL ADDRESS:	PHYSICAL ADDRESS:
POSTAL ADDRESS:	POSTAL ADDRESS:
E-MAIL ADDRESS: Home: Work:	E-MAIL ADDRESS: Home: Work:

FULL NAME:	FULL NAME:
PHYSICAL ADDRESS:	PHYSICAL ADDRESS:
POSTAL ADDRESS:	POSTAL ADDRESS:
E-MAIL ADDRESS: Home: Work:	E-MAIL ADDRESS: Home: Work:

## GUARANTOR

FULL NAME:	FULL NAME:
PHYSICAL ADDRESS:	PHYSICAL ADDRESS:
E-MAIL ADDRESS: Home: Work:	E-MAIL ADDRESS: Home: Work:
FULL NAME:	FULL NAME:
PHYSICAL ADDRESS:	PHYSICAL ADDRESS:
E-MAIL ADDRESS: Home: Work:	E-MAIL ADDRESS: Home: Work:

## PROPERTY

<b>PROPERTY</b> (other than Vehicle):	DETAILS:			
<b>VEHICLE</b> (if applicable):				
NEW / USED / DEMO	ODOMETER READING	YEAR OF MANUFACTURE	MAKE	MODEL
VIN (or chassis if no VIN)	REGISTRATION NO.	COLOUR	ACCESSORIES	

## DEALER (if applicable)

NAME:	ADDRESS:
TRADING NAME:	

## GST DECLARATION

GST DECLARATION – Customer 1 <span style="float: right;"><i>(circle correct one)</i></span> Are you GST registered? <span style="margin-left: 100px;">YES</span> <span style="margin-left: 20px;">NO</span> If yes, GST No.	GST DECLARATION – Customer 2 <span style="float: right;"><i>(circle correct one)</i></span> Are you GST registered? <span style="margin-left: 100px;">YES</span> <span style="margin-left: 20px;">NO</span> If yes, GST No.
At least 75% of all supplies made by you in the last 12 months had been subject to GST? <span style="float: right;"><i>(circle correct one)</i></span> <span style="margin-left: 100px;">YES</span> <span style="margin-left: 20px;">NO</span> <span style="margin-left: 20px;">N/A</span>	At least 75% of all supplies made by you in the last 12 months had been subject to GST? <span style="float: right;"><i>(circle correct one)</i></span> <span style="margin-left: 100px;">YES</span> <span style="margin-left: 20px;">NO</span> <span style="margin-left: 20px;">N/A</span>
Industry Type	Industry Type
Customer Name	Customer Name

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

## SPECIFIC TERMS

**OUR FULL NAME & ADDRESS:** This is the person providing you the credit

You may send notices to us by: <ul style="list-style-type: none"> <li>writing to us at our postal address; or</li> <li>sending an email to us to the address given.</li> </ul>	Name: European Financial Services Limited Trading Name: Phone: 09-376 8760 Email: info@europeanfinance.co.nz Physical Address: Level 1, 6 Mackelvie Street, Grey Lynn, Auckland 1021
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### CREDIT DETAILS (amounts GST inclusive)

### INTEREST

Advance  Establishment Fee  PPSR Fee  <i>Optional Services</i> Property Insurance Gap Insurance Payment Protection Insurance Property Warranty  TOTAL ADVANCE:  Effective Date: Being the date the Advance (referred to above) is to be made or such other date agreed by us.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>Annual Interest Rate:</b></td> <td style="width: 20%; text-align: right;"><b>%</b></td> </tr> <tr> <td colspan="2">fixed for the whole term of this agreement being</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>months</b></td> </tr> <tr> <td colspan="2"><b>Total Interest Charges:</b></td> </tr> <tr> <td colspan="2">This is the total amount of the interest charges payable under this agreement.</td> </tr> <tr> <td colspan="2">The Total Interest Charges are added to the Total Advance (the sum being the "Total Owing") on the Effective Date so that as at that date the unpaid balance is the Total Owing.</td> </tr> <tr> <td colspan="2"><b>CREDIT FEES AND CHARGES</b></td> </tr> <tr> <td colspan="2">The following credit fees and charges are, or may become payable under, or in connection with, this agreement:</td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>A <b>variation fee</b> of <b>\$20.00</b> if we agree to vary this agreement.</li> <li>An <b>assignment fee</b> of <b>\$50.00</b> if we agree to an assignment of this agreement.</li> <li>A <b>refund fee</b> of <b>\$10.00</b> if we refund any early payment you make to us.</li> <li>An <b>account closing fee</b> of <b>\$35.00</b> to be paid when you pay back all moneys you owe us under this agreement.</li> </ul> </td> </tr> <tr> <td colspan="2">Our General Terms allow us to change the amount of these fees and charges.</td> </tr> </table>	<b>Annual Interest Rate:</b>	<b>%</b>	fixed for the whole term of this agreement being		<b>months</b>		<b>Total Interest Charges:</b>		This is the total amount of the interest charges payable under this agreement.		The Total Interest Charges are added to the Total Advance (the sum being the "Total Owing") on the Effective Date so that as at that date the unpaid balance is the Total Owing.		<b>CREDIT FEES AND CHARGES</b>		The following credit fees and charges are, or may become payable under, or in connection with, this agreement:		<ul style="list-style-type: none"> <li>A <b>variation fee</b> of <b>\$20.00</b> if we agree to vary this agreement.</li> <li>An <b>assignment fee</b> of <b>\$50.00</b> if we agree to an assignment of this agreement.</li> <li>A <b>refund fee</b> of <b>\$10.00</b> if we refund any early payment you make to us.</li> <li>An <b>account closing fee</b> of <b>\$35.00</b> to be paid when you pay back all moneys you owe us under this agreement.</li> </ul>		Our General Terms allow us to change the amount of these fees and charges.	
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### PAYMENTS

You are required to make each Payment Amount and Number of Payments below at the Frequency below starting (and including) on the first Payment Date shown on the first row. Each payment is to be made before **4pm** on the relevant date.

Total Amount of Payments:	
If there is no date which corresponds to the date you are to make your payment, you must make that payment before <b>4pm</b> on the last day of that month.	

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

### Security Interest

This is secured credit. We will have a security interest in the Property (described on page 1) to secure your commitments to us under this agreement. If you do not meet your commitments under this agreement, then to the extent of the security interest, we may be entitled to repossess and sell the Property.

If we sell the Property and there is a shortfall after the sale to cover what you owe us, you will still owe us the shortfall. Also, if you give someone else a security interest over the Property you will be in breach under this agreement and we may repossess and sell the Property and/or we may do anything else as set out in paragraph 23 of the General Terms.

## DEFAULT INTEREST CHARGES AND DEFAULT FEES

In the event of a default in payment and while the default continues you must pay the default charges. In the event of a breach of this agreement or on the enforcement of this agreement, the default fees specified below are payable.

The **default rate** is the rate per annum (expressed as a percentage) which is **3% above the annual interest rate** (referred to above) or our default interest rate displayed on our website at [www.europeanfinance.co.nz](http://www.europeanfinance.co.nz) whichever is the higher. This is charged on any amount in arrears from the time you fail to make the due payment until the arrears are paid.

The default fees are:

- **\$10.00** if any payment you make to us is dishonoured.
- **\$20.00** if we have to prepare and send you a repossession warning notice.
- **\$60.00** if we have to prepare and send you a post repossession notice.
- **\$35.00** if we engage a repossession agent.

### Note:

There may be charges we incur if we engage third parties as a result of your breach under this agreement or if we enforce this agreement.

These charges could include debt collection and repossession fees. These are in addition to the default fees listed above.

Our General Terms allow us to change the default interest rate and default fees.

## FULL REPAYMENT

If you want to pay the amounts you owe us under this agreement in full before the final payment is due, you will pay us the amount calculated as follows:

The Total Amount of Payments **less** the payments made by you in reduction of the Total Amount of Payments (the sum being the "Balance of Payments");

**Less** 80% on the total interest charges remaining on the Balance of Payments\*

**Plus** All other amounts you may owe us under this agreement\*\*

\*You are not entitled to a rebate on any portion of the Balance of Payments that is overdue.

\*\*For avoidance of doubt this will include any portion of the Balance of Payments that is overdue.

*This agreement can be signed by each of you using a separate copy of this agreement.*

*If you do sign separately then all the signed agreements together will be treated as one and the same agreement.*

## CUSTOMER

In signing this agreement you (each Customer named on page 1):

- **Acknowledge** that this agreement (which includes the General Terms) was disclosed to you and a copy received by you before you signed it and that you understand its terms.
- **Consent** to us sending notices and other communications to your email address on page 1 or any other email address you might later give to us in writing.
- **Authorise** us (on your behalf) to pay (where applicable):
  - The Advance (or part of it) to pay any third party
  - The charges for any Optional Services (referred to in the Specific Terms on page 2) to the relevant entity.
- **Make** the GST declaration as set out on page 1.
- **Confirm** that you will be buying the Property for your business purposes.
- **Agree** that the guarantees contacted in the Consumer Guarantees Act 1993 ("CGA") will not apply to you.
- **Acknowledge** that you do not rely on any representations by us or other conduct by us, whether made before or after this agreement was entered into and contract out of sections 9 (misleading or deceptive conduct generally), 12A (unsubstantiated representations) and 13 (false [or misleading] representations) of the Fair Trading Act 1986.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**GUARANTEE AND INDEMNITY**

You (each Guarantor named on page 1):

- **Guarantee** to us payment of all money owed to us and the performance of all the Customer’s obligations under this agreement.
- **Indemnify** us for any loss or damage we may incur if the Customer does not perform any of his or her obligations under this agreement.
- **Agree** that this guarantee and indemnity will continue until all money owed to us under this agreement is paid back in full and the other obligations under this agreement are performed.

You also **agree and acknowledge** that:

- Your liability to us is not affected under this guarantee and indemnity by things we may or may not do. For example, we might not have taken steps to recover money owing by the Customer first but we might still ask for you to pay that money to us. This is because between us and you, we can treat you as though you are the Customer.
- We may, at any time, assign or transfer our rights and interests under this guarantee and indemnity to anyone else. If we do this you understand that the person we assign or transfer this guarantee and indemnity to will replace us and have all our rights and interests. You agree that we may give such person any information (including personal information) we have relating to you to any such assignee.
- If there is more than one Guarantor named above each one of you is individually liable to us under this guarantee and indemnity. This means, for example, we may look to you to recover any money owing and not to another Guarantor.

**GUARANTOR**

In signing this agreement (which includes the guarantee and indemnity above) you (each Guarantor named on page 1):

- **Acknowledge** that this agreement was disclosed to you **before** you signed it and that you understand its terms.
- **Consent** to us sending notices and other communications to your email address on page 1 or any other email address you might later give us in writing.

\_\_\_\_\_  
*Guarantor Signature*

\_\_\_\_\_  
*Date*

# GENERAL TERMS

## What is This Agreement About

We agree to lend you the Total Advance on the terms set out in this agreement.

Your agreement with us is set out in the Specific Terms and these General Terms and includes any agreed changes. Your agreement also includes the information on the signing page and the Guarantee and Indemnity, if applicable.

## The Meaning Of Some Words & Phrases In This Agreement

1. In this agreement some words and phrases have the following meaning:

**Security interest** means an interest in property created or provided for by a transaction that, in substance secures payment or performance of an obligation under a contract.

**Property** means the Property described under the heading "Property" on page 1 and it includes anything you install, attach or affix to the Property.

2. Other words and phrases have the meaning as set out elsewhere in this agreement, for example in the Specific Terms.

## We Have A Security Interest In Your Property & Things You Should Know And Do In Relation To Your Property

3. You grant us a security interest in the Property and all proceeds to secure your obligations to us (including the payment of money) under this agreement and any other agreement you have with us. If we already have a security interest in the Property and proceeds that security interest will continue in the Property and proceeds to secure your obligations under this agreement and any other agreement you have with us. In this paragraph "proceeds" means identifiable or traceable personal property that is derived directly or indirectly from dealing with the Property or the proceeds of the Property. This includes any right to an insurance payment or other payment as indemnity or compensation for loss of or damage to the Property or proceeds.

4. We will register (if we have not already done so) our security interest in the Property on the Personal Property Securities Register ("PPSR") and you waive your right to receive a copy of the verification statement confirming our registration on the PPSR or any changes to that registration. *You also:*

- Agree that nothing in sections 114(1)(a), 133 and 134 of the Personal Property Securities Act 1999 ("PPSA") will apply to this agreement; and
- Waive your right to receive any notice of any proposal by us to retain the Property under section 120(2) of the PPSA or object to such proposal under section 121 of the PPSA.

5. You must tell us immediately if you change your address or name.

6. As we will have a security interest in the Property you must:

- Not destroy, damage, endanger, disassemble, sell, lease, hide or give the Property to someone else to use or otherwise lose possession of the Property, move the Property out of New Zealand or allow another security or lien to attach to the Property.
- Keep the Property in good condition and working order (*Fair Wear and Tear* excepted) and carry out all maintenance in accordance with any manufacturer's specifications. In this paragraph, *Fair, Wear and Tear* means such deterioration in the working order, repair, condition and appearance of the Property as is reasonably consistent with careful maintenance and use of the Property.
- Comply with all legal requirements relating to your possession and use of the Property.
- Allow us time to inspect the Property at a reasonable time when we ask to.
- Not allow anything to occur which could adversely affect the Property or our security interest in the Property and tell us straight away if any of those things does or could happen.

7. If you install, attach or affix anything to the Property now or later on, for example replacement parts, personalised plate, roof rack or tow bar, that thing will be part of the Property. Our security interest in the Property therefore includes any such items.

## You Must Keep the Property Insured

8. As from the Effective Date (referred to on page 2) the Property must be insured for its full replacement value against all loss, damage and other usual risks. The Property must be kept insured with an insurer we approve and you must not make any changes to the insurance or the insurer unless we agree. You must give us evidence of the insurance when we ask you to.

9. You must make sure that the insurance policy notes our interest in the Property and names us as the entity that is to be paid for any loss.

10. You must not do or allow anything which will affect the insurance of the Property.

## What If The Property Is Lost Or Damaged

11. If the insurance company decides not to remedy any loss or damage to the Property then we can (instead of you) do anything we think is necessary or desirable in our or your name. For example we may decide to take the insurance money and either:

- Use the insurance money to fix any damage to the Property and pay you any money left over; or
- End this agreement and use the insurance money towards paying the amounts mentioned in paragraph 19. If after doing that there is any money left over we will pay that to you. However if the insurance money is not enough to cover the amounts you owe us under this agreement, you must pay the difference to us when we ask you to.

## We Can Enter Any Place Where The Property Is

12. We (and our agents) can enter any premises where the Property might be (even if you or any other occupier of the premises is not present) to repossess the Property if we choose to (where paragraph 23 applies) or to inspect the Property (under paragraph 6).

## How You Must Make Payments To Us

13. You must make your payments to us at the times and in the amounts as set out (or referred to) in the Specific Terms.

14. You must not deduct any money off any payment you make for any reason. For example, if the Property has broken down, is defective or damaged you must still make your payments to us in full when they are due.

15. Where a date for payment falls on a date which is not a business day then payment is to be made (or is deemed to have been made) on the next business day. In this paragraph business day means any day our bank is open for normal banking business.

16. We can at any time ask you to pay us all amounts you owe us under this agreement on demand except (but provided you are not in default under this agreement) the moneys you owe us as set out (or referred to) under the heading "Payments" in the Specific Terms.

## How Do We Apply Your Payments And What If You Want to Pay Back What You Owe Us Early

17. We will apply payments you make on the dates and in the amounts set out (or referred to) under the heading "Payments" in the Specific Terms. However if you make a payment before the date specified we may decide to accept that payment but we do not need to apply that payment towards the amounts you owe us under this agreement on the date we receive it from you. We can hold that payment and apply it on the date it is due. This means you will still be paying interest as if the payment was made on the date it was due. If we don't accept your early payment we will refund that payment to you as soon as practicable. This paragraph 17 does not apply if paragraph 19 applies.

18. If there is a credit balance owing to you under this agreement we can, at any time without giving you notice, set off and apply that amount against any money you may owe us under any other agreement you may have with us.

#### **What If You Want To Pay Back What You Owe Us Early Or The Agreement Otherwise Ends Early**

19. If you want to pay the amounts you owe us under this agreement early or if this agreement ends early under paragraph 23, you will pay us the amounts as set out in the Specific Terms under the heading "Full Prepayment".

#### **When Will You Have To Pay Fees And Other Charges**

20. The Specific Terms sets out the credit fees, default interest charges and default fees you might have to pay us. We can change these amounts from time to time if we think that is necessary but we will let you know if the change means an increase in the fee or charge.

21. There may be charges we incur if we engage third parties as a result of your breach under this agreement or if we enforce this agreement. These charges could include debt collection and repossession fees. These are in addition to the default fees set out in the Specific Terms.

#### **When Will You Be In Default Under This Agreement**

22. You will be in default under this agreement if any of the following happens:

- You do not make a payment to us when it is due under this agreement or under any other agreement you may have with us;
- You do not do anything else you have agreed to under this agreement or under any other agreement you may have with us;
- You allow something to happen which should not have happened under this agreement or under any other agreement you may have with us. For example, you allow another security interest or repairers lien to attach to the Property;
- You, or a Guarantor makes a representation or gives us information which is untrue and material;
- We believe, on reasonable grounds, that the Property has been, or will be, destroyed, damaged, endangered, disassembled, removed, concealed, sold or otherwise disposed of contrary to the provisions of this agreement;
- You or a Guarantor become (or steps are taken to become) insolvent. For example, you or a Guarantor is bankrupted, in receivership, in liquidation, apply for entry to the no asset procedure or is otherwise unable to pay debts as they fall due; or
- You are in default under any other agreement you have with us.

#### **What Could Happen If You Are In Default**

23. If you are in default under this agreement, we may (if we are allowed to at law) do any one or more of the following things:

- Ask that you pay to us all amounts you owe us under the agreement;
- Charge you interest at the default rate and any default fees as set out in the Specific Terms;
- End any obligations we may have to you under this agreement;
- Repossess the Property;
- Sell the Property; and/or
- Anything else we are allowed to at law and under this agreement.

#### **You Appoint Us Your Attorney**

24. If you do not do anything you have agreed to do under this agreement, we may decide to do it on your behalf (at your expense) and we might also decide (if the law allows us) to do anything else we think is necessary (at your expense) to protect our interest under this agreement and in the Property. You irrevocably appoint us (and each of our directors and managers) as your attorney to do any of those things.

#### **You Will Compensate Us For Any Costs We Incur**

25. You will indemnify us against all costs, taxes, losses and expenses we incur under this agreement, in relation to the Property, our security interest and if we enforce our rights under this agreement. For example this includes third party costs mentioned in paragraph 21, costs on a solicitor/client basis, court and tribunal fees and our time spent in a court or tribunal.

#### **Our Rights Are Not Lost**

26. If we do not do something when we are able under this agreement or at law, that does not mean we are giving up that right or power. We can exercise that right or power later if we want to.

#### **How Are Notices Given To You**

27. Service of notices and other communications under this agreement will be given to you as required by law or as may be set out in this agreement.

#### **More Than One Customer**

28. If more than one of you is named as a Customer, each of you is individually liable to us for all matters under this agreement except if paragraph 29 applies to you. For example, this means we can ask one of you to pay money owing under this agreement without asking the other to do so.

#### **If you are an independent trustee**

29. If we have confirmed (in writing) to you that you are an independent trustee, then your liability to us under this agreement is limited to the assets of the relevant trust document unless you have lost your right to be indemnified under the trust document in which case you will be personally liable to us under this agreement.

#### **Other Agreements You Have With Us**

30. You acknowledge that any other agreement you have with us (whether that agreement exists now or in the future) will be collateral to this agreement. This means a default under any other agreement will be a default under this agreement.

#### **We can Transfer This Agreement To Someone Else**

31. We can without notice to you and at any time assign or transfer or grant a security interest in this agreement to any other person and if we do this then that person will replace us and have all our rights, title and interest under this agreement. You agree that we may give such person any information we have relating to you.

32. You may not transfer or assign any of your rights, title and interest under this agreement without our prior written consent which we might refuse to give.

#### **Setting Off Payments**

33. If there is a credit balance owing to you under this agreement we can, at any time without giving you notice, set off and apply that amount against any money you may owe us under any other agreement you may have with us.