



NEW SALE RESALE

CREDIT SALE AGREEMENT AND DISCLOSURE STATEMENTS FOR CONSUMER CREDIT CONTRACT AND UNINVITED DIRECT SALE AGREEMENT AND LAYBY SALE AGREEMENT.

Statement and Agreement Date / /

AS WELL AS INFORMATION ABOUT YOUR CONSUMER CREDIT CONTRACT THIS PAGE ONE HAS DISCLOSURE INFORMATION REQUIRED BY THE FAIR TRADING ACT FOR UNINVITED DIRECT SALES AND LAYBY SALES.

IMPORTANT: This document sets out key information about your consumer credit contract. You should read it thoroughly. If you do not understand anything in this document you should seek independent advice. You should keep this disclosure statement and a copy of your credit contract in a safe place.

The law gives you a limited right to cancel the consumer credit contract. (See page 2 for further details) Note that strict time limits apply.

FULL NAME AND ADDRESS OF LENDER: This is the person providing you the credit and selling you the goods.

Table with 2 columns: Lender contact information (Name, Trading name, Physical Address, Postal Address, Email, Phone) and instructions on how to send notices to the lender.

BORROWER/CUSTOMER DETAILS

Form fields for Borrower/Customer Details: Full Name, Residential Address, Mobile Phone Number, Email Address.

GOODS YOU ARE BUYING

Table with 2 columns: Product Code & Details, Price.

CREDIT DETAILS

Table for Credit Details: Initial Unpaid Balance, Subsequent Advances, Establishment fee, Balance of goods already received, Total Advances.

PAYMENTS You must make each payment of the amount specified and by the time specified.

Table for Payments: Payment Frequency, First Payment Date, Last Payment Date, Number of Payments, Amount of each Payment, Total Amount of Payments.

Deposit \$..... Made up of Payments of \$.....

Right to Cancel – Uninvited Direct Sales subpart of Fair Trading Act. You may cancel your agreement to buy the goods within 5 working days of our giving you a copy of this agreement or if we have not given you a legible copy of it.

Right to Cancel – Layby Sales subpart of Fair Trading Act. You may also cancel your agreement to buy the goods any time before we deliver the goods to you.

You also have a separate right to cancel the loan agreement - for example if you decide to keep the goods but pay cash. See Right to cancel on page 2

Borrower's initials.....

INTEREST – we do not charge interest unless you are in default. The Interest free period is the term of the loan.

CREDIT FEES AND CHARGES We do not charge credit fees other than the establishment fee.

CONTINUING DISCLOSURE: The lender is required to provide you with regular six monthly statements. These statements will give you information about your account.

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 the lender to vary these. Default interest is calculated at 30% per annum, charged on each overdue payment from the time that the payment falls due until you make the payments and calculated by multiplying the overdue amount 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 as often as you must make your payments. We will only charge you default interest on payments due after we have delivered the goods.

We will also charge to your account:

Any bank fees which we are charged if any automatic payment from or direct debit to your bank account is dishonoured.

\$5.00 if any automatic payment or direct debit payment is dishonoured because you do not have enough money in your account. \$5 for each payment placed on hold if you want to hold more than 5 payments in one year.

\$15.00 if you cancel an automatic payment or direct debit authority and we have to visit you to arrange for you to sign a new authority.

For all other work we must carry out in order to enforce this agreement, we may charge you \$50.00 per hour for the time we spend on trying to obtain payment from you after we have delivered the goods.

You must also pay to us our costs of Court or Disputes Tribunal proceedings and repossession and sale of goods. These include filing fees actual solicitor's fees and disbursements (assessed on a solicitor client basis) and debt collection agency commissions, fees and disbursements. Additionally you must pay us the costs and disbursements of repossession agents, valuers, auctioneers, process servers and any of our agents in enforcing this agreement.

FULL PREPAYMENT. We charge nothing for you to pay the balance of the price early.

RIGHT TO CANCEL. If you do not wish to receive the goods, you have the rights to cancel the purchase as set out on page 1. The following right to cancel applies to the consumer credit contract.

You are entitled to cancel this consumer credit contract by giving notice to the lender.

Time limits for cancellation

You must give notice that you intend to cancel the contract within 5 working days of the statement date on the front of this document. The lender will also accept your cancellation of this contract up to 5 working days after delivery of the goods. Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel you must give the lender written notice that you intend to cancel a contract by –

- *giving notice to the lender or an employee or agent of the lender; or*
- *posting the notice to the lender or an agent of the lender; or*
- *emailing the notice to the lender's email address (if specified on the front of this disclosure statement); or*
- *sending the notice to the lender's fax number (if specified on the front of this disclosure statement).*

You must also pay the balance of the cash price of the goods within 15 days of the day you give notice or within 15 days of the day that the goods are delivered, whichever is the later.

What you may have to pay if you cancel

If you cancel the contract the lender can charge you the amount of any reasonable expenses the lender had to pay in connection with the consumer credit contract and its cancellation (including legal fees and fees for credit reports, etc.).

As we do not charge annual interest, there is no charge for interest other than the default interest.

DISPUTE RESOLUTION

Name of dispute resolution scheme: Financial Services Complaints Limited

It is free to make a complaint to this independent dispute resolution scheme. The scheme can help you to resolve any disagreements that you have with the lender.

Contact details of dispute resolution scheme:*

Level 4 101 Lambton Quay, Wellington 6011

Phone: 0800 347 257

Website: www.fscl.org.nz/

Business address: Box 5967 Wellington 6145.

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Lender registration name: All Apps Limited

Registration number: FSP 302446

Borrower's initials.....

FINANCIAL DETAILS

| | |
|--|---|
| Employment & Wages | BENEFITS |
| Job Title: | Type of Benefits: |
| Company's Name and Location: | Benefits/Wages after tax: \$ |
| <input type="checkbox"/> Full time <input type="checkbox"/> Part time <input type="checkbox"/> Casual <input type="checkbox"/> Self Employed <input type="checkbox"/> Beneficiary | Payment Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly Relationship Status: |

YOUR PERSONAL DETAILS

| | | |
|--|--|--|
| Gender <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Other DOB: DD/MM/YYYY | How many dependent children living with you? | |
|--|--|--|

| | | |
|---|--|----------|
| IDENTIFICATION *A minimum of one photo ID must be listed below | | |
| <input type="checkbox"/> Driver's licence <input type="checkbox"/> Passport ID: | | Expires: |
| <input type="checkbox"/> 18+ Card <input type="checkbox"/> Other: | | |

| | | | |
|---------------------|--------|-------------|---------|
| BANK DETAILS | WEEKLY | FORTNIGHTLY | MONTHLY |
|---------------------|--------|-------------|---------|

| | | | | | | | | | | | | | | | |
|--------------------|------|------------|--|--|--|--|--|--|--|-----------------------------|--|--------|--|--|--|
| | | | | | | | | | | | | | | | |
| Branch | Bank | Account No | | | | | | | | | | Suffix | | | |
| Bank account name: | | | | | | | | | | Payment start date/day..... | | | | | |

ALTERNATIVE CONTACT DETAILS

| | | |
|--|---------|--------------|
| Name of relative (in NZ) not living at your address who will act as reference or messenger | | |
| 1 First name | Surname | Relationship |
| Address | | Phone |
| 2 First name | Surname | Relationship |
| Address | | Phone |

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, or the end of a relationship or other reasonable cause you may be able to apply to the lender for a hardship variation. To apply for a hardship variation, you need to:

(a) make an application in writing; and

(b) explain your reasons(s) for the application; and

(c) request one of the following:

- an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
- postponement of the dates 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 to the lender.

Do this as soon as possible. If you leave it too long, the lender may not have to consider your application. Please note also that you may not make an application if, when you entered the consumer credit contract, the illness, injury, loss of employment, end of relationship or other reasonable cause was reasonably foreseeable to you. For example if you signed this agreement after your employer told you that you were likely to be made redundant, it would be reasonably foreseeable that you might lose your job.

I acknowledge receipt of a copy of this disclosure statement and the operative terms and conditions which follow. I agree to the operative terms and I promise that the information I have provided is correct.

Buyer and Borrower Signature.....

Sales Person's Name & Signature (*In Full).....

ALL APPS LIMITED OPERATIVE TERMS & CONDITIONS

1. **Contract to Purchase.** You (the Customer) agree to buy and we agree to sell you the goods referred to in the disclosure statement.
2. **Payment.** You must pay us (All Apps Limited) for the goods by Direct Debit or Automatic Payment as set out in the Payment Schedule contained in the PAYMENTS section of the disclosure statement". If you have to pay on a day when your bank is not open, your payment must be made on the last day before that day that your bank is open and the Direct Debit Authority or Automatic Payment form you sign must say that. **You must not cancel the direct debit authority or the automatic payment** if that means you fail to make a payment and you must make sure your bank account has enough money in it for the payments to be made to us. If you or the bank does cancel a direct debit or an automatic payment you must set up a new one. We can put your **payments on hold for up to 5 payments per year**, we may charge you **\$5 for each hold request**. In case you want to hold your payment, **you must inform us at least 48 hours before the payment time**.
3. **Payment of deposit before delivery.** We do not have to and will not deliver the goods until you have paid any deposit amount shown in the PAYMENTS section of disclosure. If for any reason we cannot obtain the goods, we must pay back to you everything you have paid us unless you decide to buy something else.
- 4.1 **Delivery.** Once our courier or our staff member leaves the goods at your address with you or with an authorised person, it means you have accepted delivery. Once the goods are delivered they become your property subject to our security interest. It may take up to **15 working days for the delivery** once the deposit amount has been met, which allows us to confirm the last payment, sourcing, postage and handling of your item. Your delivery may be delayed in case of any breach in this agreement, or if you withhold any payment.
- 4.2 **Cancellation before Delivery.** You may cancel your order before the goods are delivered. On such cancellation, we will refund all money you have paid but we may charge you the cancellation fees referred to on page one.
5. **Returns and late cancellation.** Subject to 4.2, you may not cancel your purchase of the goods because you change your mind after the end of the 5 working day cancellation period. However, if we have not delivered them you have the right you to cancel but we may charge you a cancellation fees referred to on page 1. If you wish to cancel the purchase after delivery, we may be willing to accept goods back if you return the goods to us within 15 days of delivery with the original receipt/invoice number and in the condition that they were originally delivered in. Also, before you do that, you must call us and confirm that we are able to take them back. We do not have to take them back but we may decide to. If we do, we may charge you a fee of \$50.00 plus the cost of any drop in value or the cost to repair any damage. The buyer will be responsible for the return shipping.
6. **Refunds.** If you cancel the agreement, we will refund you the full amount after charging any cancellation fee, account establishment fee, default fees, and any other reasonable cost that we have to pay to setup your account. If the final refund amount exceeds \$250, we will pay you in weekly instalments of no more than \$250 per week.
7. **Free gifts.** If you have received a gift item or a gift card during the signup of any product, we may charge you the cost of the gift. If you breach or cancel the account early, you must return the item in its original condition as it was delivered.
8. **Shortages.** After any goods are delivered you must tell us within 3 working days if anything is missing. We need to know quickly so that we may talk to our carriers. You must also make the delivered goods available for us to inspect. If you do not tell us within the 3 working days we will not be bound and may not be willing to deliver goods you say are missing. Or to replace goods. If goods are not delivered in full and if you tell us in time, we must deliver the missing goods. We are not bound to make a refund unless we are unable to deliver.
9. **Risk and loss or damage and care of goods.** Once we deliver the goods you must take good care of them. We are not responsible for any damage to them and if they are or lost or damaged it is not our concern even if loss or damage is not your fault. However, if you cancel within 5 working days of this agreement you are not responsible for loss or damage caused up to 10 working days after you cancel or up to when refuse to return the goods to us when you have given us a reasonable opportunity to collect the goods, whichever is the earlier. However, loss or damage you are not responsible for must come from normal use or be caused by something outside your control. You must care for the goods properly and keep them at your home address. You must not dispose of the goods by sale or gift or lease or in any other way nor cause nor allow them to be taken out of your possession, nor destroyed, damaged, put in danger, taken apart, removed from the place where you are required to keep them nor concealed from us.
10. **Personal Property Securities Act 1999.** We retain a security interest in any goods purchased from us as security for what you must do. If you fail to make a payment to us we may come and take the goods back you and you irrevocably allow us (1) to go on to any land or building where the goods are or may be and (2) if necessary to break into any building where we believe the goods are stored. You may not withdraw our authority to come or break into the place where the goods are to repossess them.
11. **Default.** If you **fail to make any payment** on the due date before we deliver **we may cancel your purchase and charge you cancellation fees** referred to on page one. If we have delivered the goods, we may charge you default fees and default interest as set out in the Default interest charges and default fees section of the disclosure statement and may debit your bank account for those amounts. If we have delivered the goods, we may call up payment of the unpaid balance of the price and you must pay it straight away.
12. **Liability.** You have only the protection offered by the Consumer Guarantees Act 1993 in your dealings with us. However, if you are in business and you buy the goods for a trade purpose, our liability is no more than the price of the goods.
13. **Right to Communicate in Electronic Form.** We may contact you by email or text message to the email address and/or mobile number you gave us on the application form.
14. **Only written changes to this agreement are binding and this is the complete agreement.** This is all of the agreement between you and us. There are no other terms except what a statute or government law requires. We are not bound by any change to this agreement unless it is in writing and signed by one of our staff. We may force you to do what you agree to do at any time. That applies even if we have previously done nothing about your breaking this contract unless we tell you differently in writing. If you believe we have agreed not to enforce in some way, you must show that we have agreed to that in writing. If we agree once not to do anything about your breaking the contract, it does not mean we will agree again or continuously unless we tell you so in writing. If we agree not to enforce one thing you must do, it does not mean we agree not to enforce another thing you must do.
15. **Change of address or telephone number.** You must advise us in writing or by calling 0800765555 within 7 days if you change your address or any telephone number you have given us.