

Sale Information

Business Name :	## Customers Name ##	Retailer Name :	## Dealer ##
Work Telephone :	## Wk Tel ##	Purchase Price :	## Cash Price ##
Guarantor :	## Guarantor 1 ##	Deposit Payable:	## Deposit ##
Mobile Telephone :	## Mob Tel - Guarantor 1 ##	Term in Months :	## Term ##
Guarantor :	## Guarantor 2 ##	Payment Frequency :	## Frequency ##
Mobile Telephone :	## Mob Tel - Guarantor 2 ##	Repayments :	## Repayments ##

Special Conditions

Special Conditions

Purchase to be Delivered

- To be dated, initialled, signed and witnessed.
- (Signature/s need to match photo ID)
- Contract witness **cannot** be under 18 years old, related, a registered interested party or live at the address on the contract.
- Special Conditions to be completed.
- Include the GST and Bank Account numbers.
- Any deposit to be paid to the store.
- Email completed documents to:
contracts@creditcapable.co.nz

(Make sure the images are not cropped, readable and do not exceed 20MB in total.)

Purchase to be Picked Up

- Call the store to arrange a suitable time.
- Take in the two forms of ID you specified on your application form.
- The GST and Bank Account numbers to be included on the contract at the store.
- The sales person will help you to complete.
- Special Conditions to be completed.
- Any deposit to be paid to the store.
- The sales person will send to us your completed paperwork.

The image displays five distinct forms used for business loan processing. The first form, 'BUSINESS LOAN DECLARATION', is a declaration of intent to borrow. The second, 'BUSINESS LOAN AGREEMENT', is the main contract detailing loan terms, interest, and repayment. The third, 'BUSINESS LOAN SCHEDULE', outlines the repayment structure. The fourth, 'BUSINESS LOAN REPAYMENT SCHEDULE', provides a detailed breakdown of payments. The fifth, 'BUSINESS LOAN SECURITY AGREEMENT', details the collateral provided for the loan. All forms include sections for signatures, dates, and contact information.

BUSINESS LOAN DECLARATION

TO: GILROSE FINANCE COMPANY LIMITED ("Lender", "creditor")

DECLARATION THAT BUSINESS LOAN AGREEMENT NOT CONSUMER CREDIT CONTRACT

1. I/We declare/s that for the purposes of section 14 of the Credit Contracts and Consumer Finance Act 2003, the credit under the Loan Agreement I/we have entered into with the Lender dated on or about the date of this declaration is to be used wholly or predominantly for business or investment purposes (or for both purposes).
I/We declare that the Lender is relying on this declaration as part of its decision on whether it enters into the Loan Agreement.
2. I/We confirm that prior to entering into the Loan Agreement, I/we have read and understood this declaration.

Dated this _____ day of _____ 20____

Signed by

BORROWER (Authorised signature/s):

GUARANTOR 1
NAME:

GUARANTOR 2
NAME:

I CONSENT YOU TO COLLECTING, USING AND DISCLOSING MY PERSONAL INFORMATION FOR THE FOLLOWING PURPOSES:

- You may verify any information that I give to you with third parties and third party databases, including Government agencies such as Ministry of Social Development, Housing New Zealand and DIA (including for AML/CFT purposes).
- Where I have voluntarily given you my driver licence information, this information may also be disclosed to a credit reporting agency and Ministry of Justice.
- You may carry out credit checks on me with a credit reporting agency and obtain information about me from a credit reporting agency relating to the provision of credit to me or for the requirements of the Anti-Money Laundering and Countering Financing Terrorism Act 2009.
- Checking the Ministry of Justice fines database for any overdue fines I may have. This will require disclosure of my information to the Ministry of Justice. This check may be carried out by a credit reporting agency, which will require the search results being disclosed to the credit reporting agency and any debt recovery including appointing an agent to collect any outstanding debts and listing defaults with a credit reporting agency in accordance with the Credit Reporting Privacy Code 2004.
- You may also share my credit account information which I have with you with a credit reporting agency.

I AUTHORISE ANY THIRD PARTY TO PROVIDE MY PERSONAL INFORMATION TO YOU FOR ANY OF THESE PURPOSES AND I UNDERSTAND THAT IF YOU DISCLOSE MY PERSONAL INFORMATION TO A CREDIT REPORTING COMPANY, THEY MAY:

- Hold my information on their credit reporting database;
- Use my information for providing credit reporting services and for any other lawful purpose; and
- Disclose my information, including sharing my credit account information with their subscribers for the purpose of credit checking or debt collection or for any other lawful purpose.

**GILROSE FINANCE COMPANY LIMITED BUSINESS LOAN AGREEMENT
LOAN SCHEDULE**

Telephone (09) 478-7790 | Facsimile (09) 920-4601

76 Paul Matthews Road, Albany, Auckland 0632 | PO Box 303018, North Harbour, Auckland 0751

Credit Capable
AGENT FOR GILROSE FINANCE**Gilrose Finance**
Helping you, help yourself

Dealer:

Contract No :

Date Opened :

SPECIAL CONDITIONS: (If any)

THE BORROWER

BORROWER NAME:

ADDRESS:

BUSINESS PHONE:

NOMINATED BANK ACCOUNT NUMBER:

G.S.T NUMBER OF BORROWER

THE GUARANTOR/sGUARANTOR 1
NAME:

ADDRESS:

Tel:

GUARANTOR 2
NAME:

ADDRESS:

Tel:

TERM OF AGREEMENT: The Lender, at the request of the Borrower and Guarantor/s, has agreed to advance a loan to the Borrower as per the terms set out in the Loan Schedule and the attached General Terms and Conditions (the "Agreement").

CREDIT DETAILS

INITIAL UNPAID BALANCE: This is the total amount you owe as at the date of this statement. (including any fees charged by the creditor)

«AmountFinanced»

Made up of:

Cash Price:	+	«CashPrice»
Establishment Fee:	+	«Establishment»
Credit Check Fee:	+	«CreditCheck»
Cloudcheck Fee:	+	«Cloudcheck»
Repayment Waiver Fee:	+	«RepaymentWaiver»
PPSR Lodgement Fee:	+	«PPSR»
Less Deposit:	-	«Deposit»
TOTAL ADVANCES	=	«AmountFinanced»

PAYMENTS: You are required to make each payment of the amount specified and by the time specified.

NUMBER OF PAYMENTS:
«NumberPayments»AMOUNT OF PAYMENT:
«AmountPayment»TIMING OF PAYMENTS:
«TimingPayments»TOTAL OF PAYMENTS:
«TotalPayments»

Monthly Administration Fee: Please note the repayment amount INCLUDES a «MonthlyAdministration» monthly administration fee

INTERESTANNUAL INTEREST RATE:
«AnnualInterestRate»

TOTAL INTEREST CHARGES:

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

«TotalInterestCharges»

INTEREST FREE PERIOD: «InterestFreePeriod»

DEFERRED PAYMENT PERIOD: «DeferredPaymentPeriod»

Customer Initials

PLEASE ENSURE THIRD PAGE IS SIGNED IN FULL

METHOD OF CHARGING INTEREST This describes how interest is calculated.

Interest charges are calculated by multiplying the unpaid balance of the loan 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 on the last day of the month.

FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment (**full prepayment**) the creditor will not charge for the creditor's loss on full prepayment. However, on full prepayment you will have to pay Administrative Costs/fees \$50.00 (for our staff's work associated in receiving and processing the full prepayment and in discharging or releasing any security). This may vary if you ask for a full prepayment figure more than once.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest: This is secured credit. If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property.

Description of property which is or will be subject to a security interest: Goods as described in the invoice or sales docket or other evidence of sale supplied to you and in the collateral description in any financing statement registered in reliance on this contract and any further goods purchased with funds lent by the creditor and any goods appropriated to the security interest created by this contract together with any replacements or accessions.

COLLATERAL: ITEMS/S DETAILED IN THE ATTACHED INVOICE AS SUPPLIED BY THE RETAILER

LOCATION OF COLLATERAL: <<BUSINESS ADDRESS>>

The creditor has security interest as defined in section 17 of the Personal Property Securities Act 1999 in the property identified or listed above ("collateral") to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. If you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be entitled to repossess and sell this property. The security interest is without limit up to the value of collateral.

If the creditor sells the collateral after repossession and the net proceeds are not enough to repay what you owe to the creditor (the unpaid balance), you will owe the creditor the difference. You may not grant any security interest in the goods to anyone else and if you do this will be a breach of the contract and the creditor may repossess the goods.

DEFAULT INTEREST CHARGES

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.

Default interest is 30% per annum, charged on the overdue daily balance from the time that you fall into financial default until you are no longer in financial default and calculated by multiplying the overdue 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.

If the creditor accelerates payment of the unpaid balance (calls it up or demands it early) as a result of your default (other than a financial default) the creditor may charge you default interest as described in the last paragraph but may charge it on the unpaid balance.

DEFAULT FEES

Electronic Overdue Reminder	\$5.00	Posted Overdue Reminder	\$15.00
Dishonoured Payment (Per Dishonour)	\$15.00	Repossession Warning Notice	\$35.00
Arrangement Fee/Schedule Change	\$25.00	Repossession/Field Visit Authorisation	\$65.00
Trace Fee	\$25.00	Post Repossession Letter	\$65.00
Termination of Account	\$75.00	Repossessed goods Storage (Stored at Gilrose)	per day \$15.00
Statement of Account after Sale	\$50.00	Credit Controller Field Visit	\$200.00
Final Warning Letter	\$35.00		

The costs, expenses and other liabilities listed in clause 5 of the general terms and conditions incurred, while you are in default.

In the case of enforcement, including Court or Disputes Tribunal proceedings and repossession and sale of collateral, you must pay the creditor all court and tribunal costs and actual solicitors fees and disbursements (assessed on a solicitor-client basis) and debt collection agency fees and disbursements and the costs and disbursements of valuers, auctioneers, process servers and any of the creditor's agents in enforcing payment plus any other necessary disbursements as we learn about them. The creditor will also charge you for any dealings with other persons with respect to the debt or any security you (may) provide while you are in default. In addition the creditor will charge you the cost of doing anything which you have failed to do and which it has done. The agreement allows the creditor to vary the default fees (see clause 4 of general terms and conditions).

CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract:

Part prepayment fee (if charged)	\$15.00	Credit Card handling fee	3%
Statement/Additional Document Request	\$3.50	Monthly Administration Fee	«MonthlyAdministration»
Refund cheque fee:	\$15.00	Electronic Refund Fee	\$5.00
Alter Security fee:	\$75.00		

If you wish to alter security or other contractual terms or we are require to deal with any third party with respect to your debt or the security provided after the agreement begins.

- The costs, expenses and other liabilities listed in clause 5 of the general terms and conditions incurred, while you are not in default.
- We do not charge for our loss on full prepayment. Administration costs payable on full prepayment are disclosed under the full prepayment heading.

Customer Initials

PLEASE ENSURE THIRD PAGE IS SIGNED IN FULL

EXECUTED as an agreement Date: / /

[NAME OF BORROWER]

BORROWER Authorised signature):	Authorised Name:	
	Authorised Phone:	
	Position Held in Organisation:	

<i>NAME OF GUARANTOR 1</i> GUARANTOR (signature):		Guarantor Name:	
		Position Held in Organisation:	
<i>NAME OF GUARANTOR 2</i> GUARANTOR (signature):		Guarantor Name:	
		Position Held in Organisation:	

Witness (signature):		Witness Name:	
		Witness Phone:	
Witness address:			