

Loan Contract

Application ID:

Disclosure date:

We agree to provide the **loan** to:

Customer One
Address
City

Customer Two
Address
City

borrower

“We”, “us”, “our” and “the Bank” means **TSB Bank Limited**. “You” means the **borrower** and the **covenantor** (if any) and each of you separately and all of you together and “your” has a corresponding meaning.

Loan

1. Your **loan** is made up of the following component(s):

In this section we will list the facilities applicable to your loan.

2. The terms that apply to your **loan** are set out in:

- this **loan contract** – which includes the attached **loan schedule(s)** setting out the full details of all of the loan components
- our **loan contract terms**
- our **lending fees schedule**

Copies of the **loan contract terms** and the **lending fees schedule** are provided with this **loan contract**. Copies of both are also available at any branch of the Bank as well as on the Bank’s website: www.tsb.co.nz/law.

3. The terms that are bold in this **loan contract** have the meanings as set out in the **loan contract terms**.

4. It is important that you read this **loan contract** carefully. It contains important information about your **loan** provided to you in accordance with the Credit Contracts and Consumer Finance Act 2003. The information about payments is based on the **interest rates** specified and the assumption that all payments will be made when due. The **interest rates, credit fees and charges** (and as a consequence, repayment amounts) may change after the **disclosure date**. You are recommended to obtain independent legal advice prior to signing this **loan contract**.

5. Everyone who signs this **loan contract** whether as **borrower** or **covenantor** (if any) agrees to be bound by all of its terms.
6. If there is a conflict between this **loan contract** and the **loan contract terms**, what it says in this **loan contract** shall apply.
7. Our privacy notice sets out how we collect, use, share and store your personal information, and certain rights. You can see a copy of our privacy notice at the Bank's website: www.tsb.co.nz/privacy-notice.

Important Information

Key time limits

Please sign this **loan contract** and return it to us as soon as possible.

We will have no obligation under this **loan contract** to lend any amount to you if you do not:

- sign and return this **loan contract** to us within 10 days of the **disclosure date** and
- the first advance under this **loan contract** is not made within 60 days of the **disclosure date**.

Where there is only one email address provided for a **borrower** but more than one **borrower**, we may treat any communication sent to that email address as being sent to each person listed as the **borrower**.

Where there is only one email address provided for a **covenantor** but more than one **covenantor**, we may treat any communication sent to that email address as being sent to each person listed as the **covenantor**.

Security

Unsecured:

Your **loan** is unsecured. Where the Bank has an all obligations mortgage (or other all obligations **security**) from you, the Bank will never rely on that mortgage (or any other **security**) for the purposes of this **loan**.

Credit fees and Charges

The **credit fees** and other **charges** that you must pay in relation to each component of your **loan** are set out in the **loan schedule(s)**.

The **lending fees schedule** sets out the details of other **credit fees** and **charges** which are or may be payable in relation to your **loan**.

Calculation and charging of interest

Interest is calculated on a daily basis by multiplying the **unpaid balance** of each component of the **loan** at the end of a day by a **daily interest rate**. The **daily interest rate** is calculated by dividing the **interest rate** by 365. **Interest** on any **table loan** component of your **loan** is debited on each **payment date**. **Interest** on any **revolving credit loan** component of your **loan** is debited on the

last day of each calendar month during the **term**. When you repay your **loan** in full, **interest** is charged up to the **repayment date**.

The interest rate on any component of your **loan** which does not have a **fixed rate** will be calculated with reference to the **variable rate** applicable to you. The **variable rate** applicable to each component of your loan will be set out in the relevant **loan schedule** unless you are initially on a **fixed rate**. If you are initially on a **fixed rate**, the **variable rate** applicable to any **table loan** component of your **loan** in the future will be the special **variable rate**, unless you and we agree otherwise. You can find more information on our applicable **variable rates** at www.tsb.co.nz/loans/home-loans-mortgages/rates or at any branch.

Default interest and default fees

If you do not pay any amount required to be paid under this **loan contract** on its original due date, you will pay **interest** at the **default rate** on the overdue amount calculated on a daily basis until the overdue amount is paid. That daily rate is the **default rate** divided by 365.

We will debit the amount of any **default interest** to your **loan** on the **payment dates** or at the end of each calendar month.

We may add any **default interest** that is unpaid to the **principal** amount of your **loan**. We will also charge you **default fees** as set out in the **lending fees schedule**.

Early repayment

Should you wish to repay your **loan** early; a **fixed loan prepayment fee** and **fixed loan prepayment interest** will apply to any part of the **loan** which has a **fixed rate** component. Details of the **fixed loan prepayment fee** and **fixed loan prepayment interest** are set out in the **lending fees schedule**.

Disclosure

We are required to provide a copy of this **loan contract** incorporating an **initial disclosure statement** under the Credit Contracts and Consumer Finance Act 2003 to you prior to signing. We are also required to provide you with regular statements including details of **interest** and **credit fees** charged during the period. These statements will be provided to you at least every six months. If you have a **revolving credit loan** component to your **loan**, statements will be provided to you for the revolving credit component at least every 45 days.

Statement of right to cancel

If the **loan contract** is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003, you have the right for a short time after the terms of this contract have been disclosed to you to cancel this contract. A credit contract is a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 if the **borrower** is a natural person and the **borrower** enters into the contract wholly or predominantly for personal, domestic or household purposes.

How to cancel

If you want to cancel this **loan contract**, you must give written notice to us. You must also repay to us any part of the **loan** that has been advanced to you and return any other property received by you under this contract.

Time limit for cancellation

If this **loan contract** is handed to you directly, you must give notice that you intend to cancel within five **working days** after you have received it. If this contract is sent to you by electronic means (e.g., email) you must give notice of intention to cancel within seven **working days** after the electronic communication has been sent. If this contract is mailed to you, you must give notice of intention to cancel within nine **working days** after the contract was posted. Saturdays, Sundays and national public holidays are not counted as **working days**.

What you may have to pay if you cancel

If you cancel this **loan contract**, we can charge you:

- the amount of any reasonable expenses we have had to pay in connection with this contract and its cancellation (including legal fees and fees for credit reports and the cost of any incentive provided by the Bank in connection with this contract) and,
- **interest** for the period from the day you received the advance or any portion of the advance until the day that the advance is repaid.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think we are being unreasonable in any way, you should seek legal advice immediately.

What can you do if you experience unforeseen hardship?

If you're having problems meeting your repayment obligations to the Bank due to an **unforeseen** life event such as illness, injury, loss of employment, the end of a relationship or other reasonable cause, you may be able to apply for Unforeseen Hardship to change the terms of your Loan Contract.

For more information or to apply, visit www.tsb.co.nz/hardship. You'll need to let us know the cause of your hardship, why you can't meet your responsibilities and how this assistance will help you manage your repayment obligations to the Bank.

It's important to let us know as soon as possible if you're having problems meeting your repayment obligations to the Bank or you think you may experience difficulty doing so in the near future. If you leave it too long it can be harder for us to help and we may have extra requirements for you to meet.

Dispute resolution

The Bank is part of the Banking Ombudsman dispute resolution scheme.

If you have a complaint of any nature about this **loan contract**, you are encouraged to first discuss it with your local branch of the Bank. Alternatively, you can make use of the Bank's internal complaints processes and forward your complaint by email to complaints@tsb.co.nz. If your complaint is not resolved to your satisfaction you can then make use of the Banking Ombudsman

dispute resolution scheme. It is an independent resolution scheme, and it is free to make a complaint.

This scheme can help you to resolve any disagreements you have with the Bank.

Contact details of the scheme are as follows:

Phone: 0800 805 950 (freephone) or 0064 4 915 0400 (from overseas)
Website: www.bankomb.org.nz
Email: help@bankomb.org.nz
Business address: Level 5, Huddart Parker Building
1 Post Office Square
Wellington 6011

Postal address: Freepost 218002
PO Box 25327
Featherston Street
Wellington 6146

Registration on Financial Service Providers Register

The Bank is registered on the Financial Service Providers Register under the name of TSB Bank Limited, under registration number FSP22621.

Sending notices to the Bank

You may send notices to the Bank by writing to us, by sending a fax to us or by sending us an email using the contact details at the top of the first page of this **loan contract**.

What other requirements need to be satisfied?

Before the **loan** can be made available to you:

- we must have received signed originals or copies of this **loan contract** and any **security** set out in this **loan contract**
- you must have put in place the insurance requirements as set out in the **loan contract terms** and
- you must have met any pre-settlement requirements that we have told your solicitor need to be satisfied.

Acknowledgement

By signing this **loan contract**, you acknowledge that:

- You were provided with a copy of this **loan contract** which incorporates an **initial disclosure statement** together with a copy of the **loan contract terms** and **lending fees schedule** prior to signing
- the nature of your obligations under this **loan contract** were explained to you and you understand your obligations under it
- where more than one **borrower** is party to this **loan contract**, each **borrower** authorises each other **borrower** to agree changes to this **loan contract** and exercise rights under this **loan contract** on their behalf
- where one or more covenantors is party to this loan contract, each **covenantor** authorises any **borrower** to agree changes to this **loan contract** and exercise rights under this **loan contract**
- if you have signed as **covenantor**, you were given the opportunity and advised to take independent advice as to your obligations as **covenantor** and either declined to take such advice or obtained such independent advice and
- where any part of this **loan** is prepaid during a **fixed interest period**, you may be required to pay a **fixed loan prepayment fee** and **fixed loan prepayment interest** as set out in the **contract terms** to compensate the Bank for any loss arising from such prepayment.

Signed by the borrower

(Signature blocks inserted or deleted as required)

Borrower One

Date:

Borrower Two

Date:

Loan Schedule (Table)

This schedule will give you more details about any table loan component of your loan.

Loan No.:	
Loan type:	Table loan Your regular payments are the same for each payment date unless your interest rate changes.
Initial unpaid balance: (amount owing at the disclosure date)	You do not owe us any money at the time we give this disclosure on the disclosure date.
Subsequent advances: (amount or amounts to be provided to you on the dates specified)	[\$amount] at such time(s) and in such amounts as requested by the Borrower.
Loan amount:	[\$amount] (this is the total amount that you have borrowed or you can borrow under this table loan component of your loan).
Interest rate (fixed):	We will describe any fixed interest rate here. For example: [number]% per annum as at the disclosure date . We will include more details on the base rate and any margin or discount applicable to your interest rate in the special terms section.
Default rate:	The interest rate plus 3% per annum.
Repayment type:	This section will include what your repayments will be made up of. For example: 'principal and interest'.
Payment dates:	The payment dates , being the dates that you are required to make payments are as nominated by you and as agreed to by us.
Total number of expected payments:	This section will include the total number of payments we expect you will need to make over the duration of this component of your loan, if ascertainable.
Payments required (fixed rate):	We will give you more information about your payments here.
Initial payment:	We will include here details of an initial payment where the period from the date of advance until the first payment date is less than your selected frequency of payments (e.g., weekly)
Repayment date:	[number] months/years from the first date that we lend money to you under this component of your loan .
Credit fees: (list types and amounts)	We will list any Credit fees applicable here.
Total interest charged:	[\$amount]

Total amount of payments: (if term of loan less than 7 years)	[number]
Mode of payments:	Loan payments will be made by automatic bank authority and deducted from your nominated TSB account. All payments made will be allocated firstly towards interest and secondly towards principal .
Schedule of payments:	Please contact the Bank if you require a detailed schedule setting out all of the payments that are to be made by you.
Special terms:	We will list here any special terms which apply, for example if you are using this loan to repay existing lending.

SAMPLE