



## PERSONAL LOAN FACILITY AGREEMENT

PARTIES:

**Member(s):**

**Address:**

**E-mail address:**

MEMBER NUMBER:

**THE POLICE AND FAMILIES CREDIT UNION INCORPORATED**, Level 11, 57 Willis Street, Wellington (**Credit Union**)

Telephone: 0800 429 000, Fax 04 499 2006, E-mail: [info@policecu.org.nz](mailto:info@policecu.org.nz).

The Credit Union offers and the Member accepts a Personal Loan Facility (**the Facility**) on the terms and conditions of this Agreement and the annexed Schedule of Loan Terms.

### 1.0 DEFINITIONS AND INTERPRETATION

**Agreement:** means this Personal Loan Facility Agreement.

**Advance:** means money paid to the Member or another person to the order of the Member

**Annual Interest Rate:** means the interest rate set out in the Schedule of Loan Terms.

**CCCFA:** means the Credit Contracts and Consumer Finance Act 2003.

**Commencement Date:** the date of first advance.

**Daily Interest Rate:** means the interest rate determined by dividing the Annual Interest Rate by 365.

**Default Fees:** means those fees which may be payable by the Member, to the Credit Union, on a breach of the Agreement by the Member, or on the enforcement of the Agreement by the Credit Union.

**Facility Account:** the Members Loan Account, Account Number

**Facility Amount:** \$ or such other sum as may be varied in accordance with this Agreement.

**Facility Term:** 20 years from the Commencement Date.

**Fees:** means those fees payable by the Member to the Credit Union to cover the costs incurred by the Credit Union in connection with the Facility and this Agreement.

**Interest:** means interest at the Annual Interest Rate payable to the Credit Union in respect of this Agreement as varied from time to time.

**Obligations:** means the duties and commitments that the Member is required to fulfil under this Agreement, as legally bound.

**Overdrawn Facility Amount:** the amount by which the Unpaid Balance is in excess of the Facility Amount.

**Payment:** shall be the sum specified in item 9.0 of the annexed Schedule of Loan Terms, subject to review pursuant to clause 8 of this Agreement.

**Payment Date:** as specified in the Schedule of Loan Terms.

**Payment Default:** the Member fails to meet its Payment obligations.

**Property:** means the property that has been provided as security to the Member under this Agreement.

**Security:** means the security specified in section 12.0 of this Agreement.

**Schedule of Loan Terms:** means the attached Schedule of Loan Terms.

**Unpaid Balance:** means the amount owing under this Agreement at a particular time, and includes any interest which has accrued, and any Fees or Default Fees payable by the Member.

**Upon Demand:** demand made in writing.

**Variable:** means, in relation to the interest rate, an annual interest rate that is subject to change at the discretion of the Credit Union.

**Working Day:** means a day other than a Saturday or Sunday or nationally observed holiday or the Wellington regional anniversary.

1.1 Where there is more than one person named as Member:

- (a) each of them is jointly and severally liable for the obligations under this Agreement;
- (b) each reference in this Agreement to the Member is a reference to each such person individually or to any combination of two or more such persons (in any legal relationship, whether joint or otherwise) or to both; and
- (c) each reference to an account of the Member includes all accounts of each of the Members.

1.2 In this Agreement:

- (a) the singular includes the plural and vice versa; and
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person (including the Credit Union and Member) include the person and the successors in title, transferees or executors of the person;



- (d) where a Member is required to fulfil an obligation by a certain time or within a certain timeframe, time will be of the essence;
- (e) a reference to a person includes a natural person and a corporation;
- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

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## **2.0 THE FACILITY**

2.1 The Member may from the Commencement Date and from time to time thereafter draw down an amount or amounts of the Facility Amount, subject to the prior receipt by the Credit Union of the following:

- (a) this Agreement duly executed by the Member; and
- (b) the Security duly executed together with such documents and evidence as are in the opinion of the Credit Union necessary to ensure the validity and enforceability of the Security.

2.2 The Credit Union may refuse to advance the Facility Amount (or any part of it) if:

- (a) there occurs any event/circumstance which in the opinion of the Credit Union may detrimentally alter the financial status of the Member or which may reduce the value of the Security;
- (b) the Credit Union becomes aware:
  - (i) of any material non-disclosure of information relevant to this Agreement and the approval of the loan; and
  - (ii) that any material statement or information provided to the Credit Union by or on behalf of the Member is false or incomplete.

2.3 The Credit Union may at any time increase, reduce or cancel the Facility Amount in accordance with clause 8.0 of this Agreement.

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## **3.0 INTEREST**

3.1 The Annual Interest Rate may be varied from time to time in accordance with the terms and conditions of this Agreement.

3.2 Interest is calculated by multiplying the Unpaid Balance by the Daily Interest Rate, each day at 4.00pm. Interest is debited on each Payment Date.

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## **4.0 FEES & OTHER COSTS**

4.1 The following credit fees (which are included as appropriate in the initial unpaid balance) are, or may become, payable under, or in connection with, this Agreement and will be made in addition and capitalised to the Facility Amount drawn down:

- (a) Loan establishment fee of \$100.00, which will be capitalised at the establishment of the loan;
- (b) Loan facility agreement variation fee of, subject to clause 4.2, \$50.00, which will be capitalised upon the Credit Union actioning a variation of the loan;
- (c) Loan processing fee of, subject to clause 4.2, \$5.00 for each redraw (top up) Advance under a secured Agreement when completed by the Member through internet banking, which will be capitalised when the Advance is made. ; or
- (d) Loan processing fee of, subject to clause 4.2, \$10.00 for each redraw (top up) Advance under a secured Agreement when completed by the Credit Union at the request of the Member, which will be capitalised when the Advance is made; or
- (e) Loan processing fee of, subject to clause 4.2, \$10.00 for each redraw (top up) Advance under a partially secured or unsecured Agreement, however made, which will be capitalised when the Advance is made.

4.2 The loan variation and processing fees and how they are calculated may change over time. The Credit Union will give the Member not less than 20 working days' prior notice, in writing, of the Credit Union's intention to vary the fees.

4.3 The Member must pay all costs and expenses incurred by the Credit Union pursuant to and in connection with this Agreement including reasonable legal fees (on a solicitor/client basis), incurred in connection with this Agreement and the Security, the preservation or attempted preservation of any rights under this Agreement or the Security, any approvals required for or variations of the Agreement or Security and all duties, fees and taxes, if any, to which this Agreement or the Security may be subject or give rise.

4.4 Without limiting the generality of clause 4.2, if the Member is in default, the Credit Union is entitled to pass on to the Member, and the Member must pay on demand, any reasonable costs which the Credit Union incurs in remedying the default, including any reasonable legal costs it incurs, and if the Credit Union engages a collection agency to recover from the Member any amount that the Member is in default, the Credit Union is entitled to pass on to the Member, and the Member must pay any reasonable costs the Credit Union incurs in recovering the amount in default.

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## **5.0 PAYMENTS**

5.1 The Member shall make Payments on the Payment Dates, and will ensure that the Unpaid Balance does not exceed the Facility Amount.

5.2 The Member must make any payment:

- (a) by Payroll deduction; or
- (b) by direct credit to the Members Loan Account (Facility Account) or such account as advised by the Credit Union from time to time; or
- (c) as otherwise specified by the Credit Union.

5.3 The Credit Union is entitled to Upon Demand and without notice, immediate repayment of the Unpaid Balance. The Credit Union can make demand for full payment at any time, and is not required to provide you with any reason or reasons as to why demand has been made.

5.4 Payments to the Credit Union under this Agreement must be made in same day funds not later than 4.00 pm on the payment due date, without any set off, deduction, counterclaim or withholding whatsoever.

5.5 Any sum due for payment on a day which is not a Working Day shall be payable on the next Working Day.

5.6 The Credit Union may, by providing to the Member any notice legally required, combine, consolidate or merge all or any of the Member's accounts with, and liabilities to, the Credit Union and may set-off or transfer any sum standing to the credit of the Member in any such accounts in or towards the satisfaction of any of the Member's liabilities to the Credit Union under this Agreement.

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## **6.0 PREPAYMENTS**

6.1 The Member may repay the Unpaid Balance in full or in part at any time.

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## **7.0 DEFAULT**

7.1 The Credit Union may, by providing written notice to the Member:

- (a) cancel any undrawn part of the Facility Amount (any amount cancelled will not be available to the Member); and/or
- (b) require the Member to repay the Unpaid Balance if:

- (i) the Member defaults on any Payment due under this Agreement, or on any of the Member's accounts with the Credit Union, or breaches any obligation the Member has to the Credit Union; or
- (ii) the Member breaches any term or condition of this Agreement, or any term or condition of any Security held by the Credit Union from the Member; or
- (iii) the Member sells or otherwise disposes of any Property subject to any Security held by the Credit Union from the Member without the Credit Union's prior written consent; or
- (iv) the Member does any of the following things, or are the subject or focus (alone or with others) of any of the following events, actions or things, under the Insolvency Act 2006 (the "Insolvency Act") or another law, statutory or otherwise:

- (A) is adjudicated bankrupt;
- (B) makes a proposal to creditors;
- (C) pays creditors in instalments under a summary instalment order;
- (D) enters the no asset procedure;
- (E) commits, or is charged with, an offence under Part 7 of the Insolvency Act; or
- (F) if an order is made or any step is taken toward dissolution or a receiver, liquidator, trustee, administrator or similar officer is appointed in respect of any of the Member or any Guarantor or their assets; or
- (v) the Member is unable to pay, or does not pay, debts as they become due and payable, or becomes insolvent, or the financial position of the Member or the value of any Security held by the Credit Union changes adversely to a material extent, in each case in the Credit Union's reasonable opinion; or
- (vi) in the reasonable opinion of the Credit Union, an unsatisfactory feature develops in the financial affairs of the Member, or the Member does not conduct its financial affairs to the Credit Union's satisfaction; or
- (vii) any representation, warranty or statement made by or on behalf of the Member in the Loan Application or in or pursuant to this Agreement proves to be incorrect.

7.2 The Member must immediately comply with any notice given under this clause.

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## **8.0 VARIATIONS TO THE FACILITY AGREEMENT**

8.1 The Credit Union may at any time:

- (a) review and vary the Annual Interest Rate and /or Fees;
- (b) alter the timing or frequency of Payment Dates;
- (c) increase, reduce or cancel the Facility Amount;
- (d) require any Unpaid Balance to be paid by regular instalments.

8.2 If the Credit Union exercises its power in accordance with clause 8.1, the Credit Union will provide the Member with a disclosure statement which sets out the change to the Agreement, within five working days of the change



becoming effective.

8.3 The cancellation by the Credit Union of the Facility will not affect any of the Credit Union's rights that may have arisen before cancellation.

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#### **9.0 NOTICE, DEMANDS AND ENFORCEMENT**

9.1 Any notice to be given to the Member under this Agreement and for the purposes of all disclosure required by the CCCFA may be, at the Credit Union's discretion:

- (a) given to the Member personally; or
- (b) sent by post to the Member at the address shown on the first page of this Agreement or any other address notified to the Credit Union by the Member; or
- (c) sent as an electronic communication either to the e-mail address on the first page of this Agreement or any other e-mail address notified to the Credit Union by the Member or made available to the Member to access on a website or by means of the internet.

9.2 The Member is deemed to have received notice or disclosures by:

- (a) post on the fourth Working Day after the date of posting; and
- (b) e-mail on the second Working Day after the date of sending; and
- (c) other electronic means on the second Working Day after the date the information is made available to the Member.

9.3 The Credit Union will provide the Member with disclosure statements required by the CCCFA at least every 45 working days.

9.4 If disclosure or notice is sent to the Member by an electronic communication, the Member and any Guarantor acknowledge that, in respect of such disclosure, neither the Member nor the Guarantor has imposed any conditions regarding the form of the information or the means by which the information is produced, sent, received, processed, stored or displayed. The Member and any Guarantor must specify their respective information systems from time to time for any such electronic communication. The Member and any Guarantor agree that the Credit Union may make disclosure by enabling a disclosure statement to be accessed from a website or by means of the Internet.

9.5 The Member must immediately give notice to the Credit Union of any change of address or e-mail address.

9.6 The Member will not have any right of action, claim or demand against the Credit Union for any error or omission in a notice or because of the exercise or enforcement by the Credit Union of its rights (express or implied) under this Agreement.

9.7 In any proceedings relating to this Agreement a statement as to any amount due to the Credit Union, which is certified as being correct by one of the Credit Union's officers, shall be prima facie evidence that such amount is in fact due and payable.

9.8 Any one Member that is party to the joint Agreement can operate and instruct the Credit Union to act in respect of the joint Agreement.

9.9 This Agreement will be treated as having been "delivered" by the Credit Union immediately on physical or electronic delivery of an original or copy of the Agreement.

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#### **10.0 CANCELLATION**

10.1 The Member may cancel this Agreement at any time by written notice to the Credit Union.

10.2 If the Member cancels this Agreement in accordance with this clause, the Member shall immediately make payment to the Credit Union of the Unpaid Balance.

10.3 If the Member cancels this Agreement in accordance with this clause, the Credit Union can charge the Member:

- (a) the amount of any reasonable expenses the Credit Union had to pay in connection with the Agreement contract and its cancellation (including legal fees and fees for credit reports, etc.); and
- (b) interest for the period from the day the Member received the Facility Amount until the day that Facility Amount is repaid in full.

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#### **11.0 MEMBER'S RIGHT TO APPLY FOR VARIATION IN CIRCUMSTANCES OF UNFORESEEN HARDSHIP**

11.1 If the Member is unable to reasonably keep up with the payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, the Member can apply to the Credit Union for a hardship variation.

11.3 To apply for a hardship variation, the Member must send to the Credit Union a written request to vary the terms of the Agreement and which explains the Member's reasons for the application.

11.4 The Member should make this application as soon as the Member becomes aware of any unforeseen hardship.

11.5 The Credit Union will acknowledge receipt of hardship applications within 5 working days and make a decision on the hardship application within 20 working days.

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## **12.0 SECURITY**

- 12.1 A registered charge is to be, or has been taken, over the Member's property and rights in his/her Police Superannuation Scheme and/or Government Superannuation Fund.
- 12.2 All existing and future Securities from the Member to the Credit Union secure the Facility Amount, interest and any other amounts payable under this Agreement.
- 12.3 The Member must pay all legal and other costs, Upon Demand, associated with the preparation, execution, registration, enforcement, attempted enforcement and discharge of all documents necessary to give full effect to the security.
- 12.4 The Credit Union may at any time require the Member to provide additional security in whatever form and to whatever extent the Credit Union considers appropriate.
- 12.5 All securities, present and future, may be held by the Credit Union until this Agreement has been cancelled and all outstanding monies and obligations pursuant to this Agreement have been paid or met.
- 12.6 By signing this Agreement, you agree that you grant us a security interest as defined by the Personal Properties Securities Act 1999 (PPSA) in the Property. You agree to sign any document, including any replacement security documents, and provide all necessary information which we require to ensure that the Security Interest constitutes a perfected security interest (as defined in the PPSA) and that we will have priority over all other security interests in the Property.
- 12.7 You waive your rights under the PPSA to receive a copy of any verification statement.
- 12.8 The property which will be subject to the Security Interest will be:
- |   |           |
|---|-----------|
| Police Superannuation Scheme Member Number:   | Owned by: |
| Government Superannuation Fund Member Number: | Owned by: |
- 12.9 The Security Interest granted in the Property has the same priority in relation to all amounts owing by you to us, including future advances.
- 12.10 No Security Interest created, or guarantee given, under this Agreement will be released unless the Credit Union signs a formal release.
- 12.11 Where the Credit Union has rights in addition to those in the PPSA, those rights shall continue to apply.

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## **13.0 INFORMATION**

- 13.1 The Member authorises the Credit Union to make such enquiries and obtain such information as to the Member's credit worthiness from any person or company as the Credit Union thinks fit.
- 13.2 The Member, if required, will promptly provide the Credit Union with such information as to the Member's financial position, or any security, as the Credit Union may from time to time request.
- 13.3 The Member authorises the Credit Union to disclose any information provided, on a confidential basis, for the purposes of approval or enforcement of the Facility.
- 13.4 The Credit Union may disclose, on a confidential basis, to a potential assignee, transferee or other person with whom contractual relations in connection with the Agreement or any Security are contemplated, any information about the Member whether or not that information was obtained in confidence and whether or not that information is publicly available.

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## **14.0 CONSUMER GUARANTEES ACT 1993**

- 14.1 The Member acknowledges that:
- no representation or warranties in relation to the Facility have been made by or on behalf of the Credit Union except those in this Agreement;
  - the Member has not relied on any advice given by or on behalf of the Credit Union when deciding to enter into this Agreement; and
  - the guarantee provisions of the Consumer Guarantees Act 1993 do not apply to this Agreement if the Facility is used for business purposes.
- 14.2 The Member warrants that:
- all statements and representations made by or on behalf of the Member to the Credit Union in relation to the granting of the Facility are correct in every material respect; and
  - the Member will repay on demand the Unpaid Balance then owing by the Member to the Credit Union if the Member is in breach of this warranty.
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**15.0 MISCELLANEOUS**

15.1 No failure to exercise, or delay in exercising, any of the Credit Union's rights, powers or privileges under this Agreement will

operate as a waiver of those rights, powers or privileges nor will any single or partial exercise of any right, power or privilege preclude the further exercise of such one or any other right, power or privilege.

15.2 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

15.3 Each Member who is a party to the Agreement is jointly and severally liable, including in respect of any amount owing to the Credit Union for that Agreement.

15.4 The Credit Union may assign any of its rights under this Agreement. An Assignee may exercise the Credit Union's rights under this Agreement.

15.5 The Member shall have no right of assignment.

15.6 If any provisions of this Agreement conflict with the provisions of the Security, this Agreement shall prevail.

15.7 Except as otherwise provided by the terms of the Agreement, this Agreement may only be varied in writing between the Credit Union and the Member.

15.8 If any provision of this Agreement is invalid or unenforceable in whole or in part, the remaining provisions of this Agreement shall remain valid and enforceable.

15.9 The Member acknowledges that the Facility is acquired solely for the Member's personal use and not for any business purpose.

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**16.0 ANTI-MONEY LAUNDERING AND COUNTERING FINANCING OF TERRORISM ACT 2009 (AML/CFT)**

16.1 The Member agrees to provide all information to the Credit Union which the Credit Union requires in order to manage its AML/CFT obligations, and to comply with any laws, rules or regulations in New Zealand.

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**17.0 GOVERNING LAW**

17.1 This Agreement is to be governed by and construed in accordance with New Zealand law

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**18.0 ACKNOWLEDGEMENT**

18.1 Each of the Member, the Guarantor and the Credit Union agrees that they will be bound by the Agreement.

18.2 The Member's obligations under the Agreement have been explained to them and the member understands those obligations.

18.3 A copy of the Agreement was disclosed to the Member, and the Guarantor before the Member entered into the Agreement.

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**19.0 POWER OF ATTORNEY**

19.1 The Member agrees to irrevocably appoint the Credit Union, and each of the Credit Union's directors or managers, at the relevant time, as the Member's attorney with the power to act on the Member's behalf to do anything which the Member agrees to do under this Agreement, or which in the Credit Union's opinion is reasonably necessary to protect the Credit Union's interest under this Agreement or give effect to any right, power or remedy conferred on the Credit Union by this contact, by law or otherwise. The Member agrees to indemnify the Credit Union when acting as the Member's attorney against any loss, cost or expense reasonably incurred or suffered as a result of any acts or omissions while acting as the Member's attorney.

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**20.0 SPECIAL CONDITIONS**

20.1 The Redraw (top up) facility has been removed for a period of X months from date of Advance.

20.2 The Member agrees not to enter into any additional debt obligations for a period of X months from the date of Advance

20.3 The Member agrees to provide the Credit Union with an updated PSS/GSF balance in X months from date of Advance.

20.4 This Facility will be repaid in full from the Member's PSS/ GSF benefit as confirmation of the Member's resignation has been received and is scheduled for [date].

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**21.0 DISBURSEMENT OF FUNDS**

Disburse funds as follows: (please tick)

	Bank	Branch	Account Number	Suffix
<input type="checkbox"/> External Bank Account				0
<input type="checkbox"/> Credit Union Account				
<input checked="" type="checkbox"/> Repay Loan L ____				
<input checked="" type="checkbox"/> Close and Settle ____				

I certify that I am not currently the subject of any proceeding under the Insolvency Act 2006 and I can pay my debts as they become due from my own money.

SIGNED by \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
**The Member**

SIGNED by \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Co-Borrower**

SIGNED by \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Police and Families Credit Union Incorporated**



**SCHEDULE OF LOAN TERMS**

- 1.0 **MEMBER:** Error! Reference source not found.
- 2.0 **CREDIT UNION:** The Police and Families Credit Union Incorporated, Level 11, 57 Willis Street, Wellington. Telephone: 0800 429 000, Fax 04 499 2006, Email: [info@policecu.org.nz](mailto:info@policecu.org.nz).

3.0	<b>FACILITY AMOUNT:</b>	\$	6.0	<b>PAYMENT COMMENCEMENT DATE:</b>	
4.0	<b>ESTABLISHMENT FEE:</b>	\$	7.0	<b>TERM OF THE LOAN:</b>	# Years
5.0	<b>INITIAL UNPAID BALANCE:</b>	\$	8.0	<b>ANNUAL INTEREST RATE:</b>	% p.a variable

**9.0 PAYMENTS**

- 9.1 The Member shall repay the Unpaid Balance and interest by payment of # fortnightly payments of \$ and 1 final payment of \$.
- 9.2 The total amount of interest payable under the loan is \$ (subject to any changes, including interest rate changes, permitted by this Agreement)
- 9.3 The total cost of credit which includes the Facility Amount, Establishment Fee and the total amount of Interest payable is \$

**DISCLOSURE STATEMENTS**

**10.0 SECURITY**

**Superannuation**

- A Charge over contributions to the Government Superannuation Fund (GSF) balance.
- A registered charge is to be, or has been taken, over the balance of **Name** - GSF member number # OR
- A Charge over benefits in the Police Superannuation Scheme (PSS).
- A registered charge is to be, or has been taken, over the benefits payable to, or in respect to **Name** - PSS member number #.

**11.0 INFORMATION ABOUT THE SECURITY**

- 11.1 As part of the overall Agreement, the Credit Union has taken a security interest over the Property. This means that if the Member misses Payments, or is unable to repay the Facility, or falls into any other breach of this Agreement, the Credit Union may be entitled to sell the Property to recover money owed to the Credit Union.
- 11.2 If the Member enters into any additional agreements for a credit facility with the Credit Union, the Property will secure payment on those future facilities. If the Credit Union has a security interest over any of the Member’s other property (for instance, in relation to an earlier facility with the Credit Union), that secured property will also secure payment in relation to this facility.
- 11.3 Before the Member can give a security interest in the Property to any other person (including any bank or financial institution), the Member must get the Credit Union’s written consent which the Credit Union may, but does not need to, give. If the Member grants a security interest over the Property to another person without the Credit Union’s consent, this would be considered a “default”, and the Credit Union would be entitled to demand payment of any money the Member owes the Credit Union. If the Member is unable to pay the Credit Union back, the Credit Union would be entitled to repossess and sell the Property to recover the amount owed.
- 11.4 If the Credit Union sells the Property because of a default by the Member, and the proceeds from the sale of the Property are insufficient to cover the amount owing by the Member to the Credit Union under this Agreement, the Credit Union reserves its rights to pursue the Member or any Guarantor for the remaining amount owed under this Agreement. This amount will be limited to the difference between the total amount owed by the Member as at the date of the sale of the Property and the proceeds of the sale of the Property.

**12.0 STATEMENT OF RIGHT TO CANCEL**

- 12.1 The CCCFA gives the Member a right for a short time after the terms of this Agreement have been disclosed to cancel the Agreement.
- 12.2 The Member must give written notice to the Credit Union, of the intention to cancel the Agreement within 5 working days of the date this Agreement is disclosed to the Member for the purposes of the CCCFA. That’s usually the date this Agreement is signed by both the Credit Union and the Member.
- 12.3 To cancel, the Member must give the Credit Union written notice of intention to cancel by:





- giving notice to the Credit Union at the Credit Union’s specified premises; or
- posting the notice to the Credit Union; or
- emailing the notice to the Credit Union’s email address; or
- sending the notice to the Credit Union’s fax number.

12.4 The Member must also return to the Credit Union any Advance or Advances made under the Agreement, within the same timeframes.

12.5 Upon cancellation, the Credit Union can charge the Member:

- (a) the amount of any reasonable expenses the Credit Union had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc.); and
- (b) interest for the period from the day the Member received the Advance until the day that Advance is repaid.

12.6 This statement only contains a summary of the Member’s rights and obligations in connection with the right to cancel. If there is anything about the Member’s rights or obligations under the CCCFA that the Member does not understand, if there is a dispute about the Member’s rights, or if the Member think that the Credit Union is being unreasonable in any way, the Member should seek legal advice immediately.

**13.0 COMPLAINT RESOLUTION**

13.1 If the Member is not satisfied with the services from the Credit Union, or if the Member has a complaint about the Agreement or the Credit Union, the Member should contact the Credit Union at the address given above or by phone on 0800 429 000. Complaints can be made by telephone, email, or in writing. If after discussing the complaint with the Credit Union, the Member is still not satisfied, the Member may contact the Independent Dispute Resolution Scheme. The Credit Union is a member of the Independent Dispute Resolution Scheme operated by the Financial Services Complaints Limited (FSCL) which is approved by the Ministry of Business, Innovation and Employment. This service is free.

The Member can refer the matter to FSCL on 0800 347 257, email [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz), PO Box 5967, Wellington 6140 or their physical address 4<sup>th</sup> Floor, 101 Lambton Quay, Wellington. For more details see their website [www.fscl.org.nz](http://www.fscl.org.nz).

**14.0 SCHEDULE OF LOAN TERMS**

This Schedule forms part of the Agreement.

**15.0 REGISTRATION ON FINANCIAL SERVICE PROVIDERS REGISTER**

Credit Union registration name: Police and Families Credit Union Incorporated  
Registration number: FSP28032

I/we acknowledge having received a copy of this Agreement and the Schedule of Loan Terms referred to in the Agreement (being initial disclosure as at the date of the Agreement under Credit Contracts and Consumer Finance Act 2003).

\_\_\_\_\_ / / \_\_\_\_\_  
The Member Date

SIGNED by \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Co-Borrower