

HOME LOAN FACILITY AGREEMENT (MORTGAGE SECURITY)

PARTIES: MEMBER NUMBER:

Member(s): Address: . E-mail address:

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

Telephone: 0800 429 000, Fax 04 499 2006, E-mail: info@policecu.org.nz.

The Credit Union offers and the Member accepts a loan on the terms and conditions of this Agreement and the annexed Schedule of Loan Terms.

1.0 DEFINITIONS AND INTERPRETATION

Agreement: means this Home 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.

Credit Limit: means the sum specified in item 3 of the annexed Schedule of Loan Terms.

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

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.

Default Interest: means the interest payable by the Member at the Default Interest Rate in accordance with clause 7.0 of this Agreement.

Default Interest Rate: shall be the Annual Interest Rate for the Loan, as varied from time to time, plus 5 per cent per annum.

Facility Account: the Members Loan Account, Account Number #.

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.

Fixed: means, in relation to the interest rate, an annual interest rate that is set for a specified period.

Interest Commencement Date: shall be the date specified in item 6 of the annexed Schedule of Loan Terms and is the date of the first Advance.

Mortgage: means the mortgage specified in item 11(a) of the annexed Schedule of Loan Terms.

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

Payment: shall be the sum specified in item 10.0 of the annexed Schedule of Loan Terms, subject to review pursuant to clause 8 and 13.4 of this Agreement.

Payment Commencement Date: means the payment date specified in item 7 of the annexed Schedule of Loan Terms.

Property: means the property specified in item 11(a) of the annexed Schedule of Loan Terms.

Security: means the security specified in item 11 of the annexed Schedule of Loan Terms.

Term of the Loan: shall be the term specified in item 8 of the annexed Schedule of Loan Terms.

Unpaid Balance: means the amount owing under this Agreement at a particular time, and includes any interest (including any Default 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.
- (h) the Schedule of Loan Terms as attached forms part of this Agreement.

2.0 THE SECURITY

- 2.1 All existing and future Securities from the Member to the Credit Union secure the Credit Limit, interest and any other amounts payable under this Agreement.
- 2.2 Before any part of the Credit Limit is drawn, the Security must be given to the Credit Union in the form required by the Credit Union.
- 2.3 The Credit Union may at any time require the Member to provide such other Security as the Credit Union considers appropriate.
- 2.4 The Member shall comply with the terms of the Security.
- 2.5 No security interest created, or guarantee given, under this Agreement will be released unless the Credit Union signs a formal release. The Credit Union will charge the Member a \$75.00 fee for the discharge of the mortgage.
- 2.6 Where the Credit Union has rights in addition to those in the CCCFA, those rights shall continue to apply.

3.0 DRAWDOWN

- 3.1 The Credit Limit may be drawn down in one sum on the Interest Commencement Date 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.
- 3.2 The Credit Union may refuse to advance the Credit Limit (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;
 - (ii) that any material statement or information provided to the Credit Union by or on behalf of the Member is false or incomplete; and
- (c) the Credit Limit is not drawn down within two months of the date of the Member signing this Agreement.

4.0 INTEREST

- 4.1 The Annual Interest Rate is specified in item 9 of the annexed Schedule of Loan Terms as at the Interest Commencement Date and may be varied from time to time in accordance with the terms and conditions of this Loan Agreement.
- 4.2 Interest is calculated by multiplying the Unpaid Balance by the Daily Interest Rate, each day at 4.00pm, and is debited on a fortnightly basis.

5.0 PAYMENTS

- 5.1 The Member shall repay the Initial Unpaid Balance of the loan, and the Interest, fortnightly by making the Payments, as specified in item 10 of the annexed Schedule of Loan Terms.
- 5.2 The Credit Union shall apply all such Payments paid pursuant to clause 5.1 as provided in clause 15.0 of this Agreement.
- 5.3 Should the Credit Union review the Annual interest Rate pursuant to clause 8.0 of this contract the fortnightly Payments may change.

6.0 PREPAYMENTS

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

7.0 <u>DEFAULT INTEREST</u>

- 7.1 If the Member does not pay any amount due under this Agreement on its due date the Member must pay Default Interest at the Default Interest Rate set out in this Agreement on the overdue amount or amounts from the due date for payment until payment is made.
- 7.2 Default Interest, and Default Fees pursuant to clause 9.2, may be added to the Unpaid Balance at intervals determined by the Credit Union and interest at the Annual Interest Rate shall be payable on any amounts so added.

8.0 REVIEW OF INTEREST

8.1 The Credit Union may, at any time during the Term of the Loan, review and vary the Annual Interest Rate payable by

the Member. 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 Annual Interest Rate.

8.2 The Annual Interest Rate as so varied shall become effective on the date specified in the notice. The Member's Payments shall be recalculated as from that date in accordance with the Credit Union's amortisation tables on the basis of the new Annual Interest Rate, the Unpaid Balance and the remaining Term of the Loan as from the date specified in the notice.

8.3 Payment, as varied, shall commence on the Payment date specified in the notice.

9.0 FEES EXPENSES AND TAXES

9.1 The Member shall pay to the Credit Union:

(a) upon demand in writing to the Member sent at the address shown on the first page of this Agreement or any other address notified in writing to the Credit Union by the Member, the full costs and expenses (on a full indemnity basis), 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 hereunder or variations thereof and all duties, fees and taxes, if any, to which this Agreement or the Security or any acceptance thereof may be subject or give rise.

(b) a Home Loan Facility Agreement establishment fee of \$100.00.

9.2 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.

10.0 PAYMENTS

10.1 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.
- 10.2 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.
- 10.3 Any sum due for payment hereunder on a day which is not a Working Day shall be payable on the next succeeding Working Day.
- 10.4 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.

11.0 DEFAULT

- 11.1 The Credit Union may, by providing written notice to the Member:
- (a) cancel any undrawn part of the Credit Limit (any amount cancelled will not be available to the Member); and/or
- (b) require the Member to repay, on the expiry of the 14 day notice period, 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.
- 11.2 The Member must immediately comply with any notice given under this clause.

12.0 MEMBER'S RIGHT TO APPLY FOR VARIATION IN CIRCUMSTANCES OF UNFORESEEN HARDSHIP

- 12.1 If the Member is unable reasonably to keep up 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.
- 12.2 The member reasonably expects to be able to make repayments if terms of their loan contract were changed.
- 12.3 To apply for a hardship variation, the Member must send to the Credit Union a written request to vary the terms of the loan, if applicable for a specified amount of time (the Member must specify in the letter), and which explains the Member's reasons for the application.
- 12.4 The Member should make this application as soon as the Member becomes aware of any unforeseen hardship.
- 12.5 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.

13.0 REVOLVING CREDIT FACILITY

- 13.1 Where the Member has elected to pay interest at the variable rate or the fixed rate, the Member may request, and the Credit Union may provide (at its sole discretion), further Advances to the Member. The Credit Union shall have no obligation to make any further Advances, or to provide an Advance of the full amount requested. The Credit Union does not have to provide a reason to the Member if it refuses to provide any additional Advances, or if it does not provide the full amount requested. The aggregate amount of the further Advance and the Unpaid Balance shall at no point exceed the Credit Limit. If a further Advance causes the Unpaid Balance to exceed the Credit Limit, the extent of that excess shall be repaid on demand.
- 13.2 The provisions of clause 3.0 of this contract shall apply to any such further Advance.
- 13.3 Any such further Advance shall be added to and form part of the Unpaid Balance and the provisions of this Agreement shall apply to such further Advance accordingly.
- 13.4 Should the Credit Union make a further Advance, the Payment may be recalculated on that date in accordance with the Credit Union's amortisation tables on the basis of the Annual Interest Rate the Unpaid Balance of the Loan and the remaining Term of the Loan, and the Member shall pay such new Payment commencing on the next payment due date as advised by the Credit Union in writing.
- 13.5 The Member may be charged a \$10.00 fee for each further Advance.

14.0 CERTIFICATES

14.1 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.

15.0 APPLICATION OF MONIES

15.1 If any sum paid or recovered in respect of the Member's liabilities under this Agreement is less than the Unpaid Balance due, the Credit Union may apply that sum to the Unpaid Balance or any other amount due under this Agreement in such proportion and order and generally in such manner as determined by the Credit Union.

16.0 WAIVER

- 16.1 No failure to exercise, or delay in exercising, any of the Credit Union's rights, powers or privileges hereunder will operate as a waiver thereof 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.
- 16.2 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.



17.0 NOTICES

- 17.1 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 in writing to the Credit Union by the Member; or
- (c) sent as an electronic communication to the e-mail address on the first page of this Agreement or any other e-mail address notified in writing to the Credit Union by the Member.

17.2 Notice by:

- (a) post shall be deemed to have been received by the Member on the fourth Working Day after the date of posting; and (b) e-mail shall be deemed to have been received by the Member on the second Working Day after the date of sending.
- 17.3 The Credit Union will provide the Member with disclosure statements at least every 45 working days.
- 17.4 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 sending the relevant person an electronic communication that allows a disclosure statement to be accessed from a website or by means of the Internet.

18.0 ASSIGNMENT

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

18.2 The Member shall have no right of assignment.

19.0 GOVERNING LAW

19.1 This Agreement is governed by, and shall be construed in accordance with, the laws of New Zealand.

20.0 COLLATERAL SECURITIES

20.1 This Agreement shall be collateral with any other document or Securities given by any person whomsoever to secure the Advance or any part thereof and with all documents which evidence the terms of any loans credits advances and other financial accommodation and shall also be collateral with all documents expressed to be collateral herewith, and all such documents shall be read and construed together so that a default under any one such document or Security shall constitute a default under all, but so that the Credit Union may at its option exercise its rights powers and remedies thereunder and hereunder either together or separately and in such order as it deems fit.

21.0 POWER OF ATTORNEY

21.1 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.

22.0 INFORMATION

- 22.1 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.
- 22.2 The Member, if required, will promptly provide the Credit Union, at the Member's cost, with such information as to the Member's financial position, or any Security, or any person providing a guarantee of the Member's obligation as the Credit Union may from time to time request.
- 22.3 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 contract 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.



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

23.1 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.

24.0 DELIVERY

24.1 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 to the address or e-mail address shown on the first page of this Agreement or any other address or e-mail notified to the Credit Union by the Member, in accordance with section 35(5) of the CCCFA.

25.0 ACKNOWLEDGEMENT

- 25.1 Each of the Member, the Guarantor and the Credit Union agrees that they will be bound by the Agreement.
- 25.2 The Member's obligations under the Agreement have been explained to them and the Member understands those obligations.
- 25.3 A copy of the Agreement was disclosed to the Member, and the Guarantor before the Member entered into the Agreement.

26.0 GENERAL

- 26.1 If any provisions of this Agreement conflict with the provisions of the Security, this Agreement shall prevail.
- 26.2 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.
- 26.3 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.
- 26.4 The Member acknowledges that the Loan is acquired solely for the Member's personal use and not for any business purpose.

<u>SIGNED</u> by :)
as Member)
on /	/))
in the presence of:)
Witness:		
Occupation:		
Address:		
SIGNED by THE POLIC as Credit Union	CE AND FAMILIES CREDIT UNION)
on /	/)))
in the presence of:)
Witness:		
Occupation:		
Address:		



SCHEDULE OF LOAN TERMS

- 1.0 MEMBER:
- **2.0 CREDIT UNION:** The Police and Families Credit Union, Level 11, 57 Willis Street, Wellington. Telephone: 0800 429 000, Fax 04 499 2006, Email: info@policecu.org.nz.

3.0	CREDIT LIMIT:	6.0	INTEREST COMENCEMENT DATE:	
4.0	CREDIT FEE – Establishment Fee	7.0	PAYMENT COMMENCEMENT DATE:	
5.0	INITIAL UNPAID BALANCE:	8.0	TERM OF THE LOAN:	# Years
		9.0	ANNUAL INTEREST RATE: Variable or Fixed for first X months then reviewed	% p.a variable

10.0 PAYMENTS

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

DISCLOSURE STATEMENTS

11.0 SECURITY

(a) Mortgage

A registered first mortgage is to be, or, has been, taken over the following property (the "Property"):

Mortgagor(s):

Address of Property:

Certificate of Title No:

Priority Sum: \$

- **(b) Deferred Maintenance** (if applicable) The Member undertakes to remedy the following at the Property within 12 months of the Interest Commencement Date:
- (c) Renovations/Alterations (if applicable) The Member is to ensure that:
 - (i) any renovations/alterations to the dwelling are not commenced until the relevant consents/permits have been obtained from the local authorities; and
 - (ii) all renovations/alterations meet with local authority requirements and are signed off as completed by those local authorities (with a copy of such Code Compliance provided to the Credit Union forthwith); and
 - (iii) the Credit Union is advised immediately should any local authority require any work on site to cease for any reason whatsoever; and
 - (iv) the insurer of the Property will be advised of any intended renovations/alterations to the dwelling and the insurer's acknowledgment/consent obtained prior to commencement of any work (with a copy provided to the Credit Union forthwith).

(d) 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 #

12.0 INFORMATION ABOUT THE SECURITY

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13.0 STATEMENT OF RIGHT TO CANCEL

- **13.1** The CCCFA gives the Member a right for a short time after the terms of this Agreement have been disclosed to cancel the contract.
- 13.2 The Member must give written notice to the Credit Union, of the intention to cancel the Agreement:
- (a) within 5 working days of the date of signing this Agreement, if this document was provided in person and on the date of this Agreement; or
- (b) within 7 working days of receiving this Agreement, if this document was sent via electronic communication; or
- (c) within 9 working days of receiving this Agreement, if this document was mailed.
- 13.3 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.
- **13.4** The Member must also return to the Credit Union any Advance or Advances made under the Agreement, within the same timeframes.
- **13.5** 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 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 Advance until the day that Advance is repaid.
- **13.6** 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 thinks that the Credit Union is being unreasonable in any way, the Member should seek legal advice immediately.

14.0 COMPLAINT RESOLUTION

14.1 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 Consumer Affairs. This service is free. The Member can refer the matter to FSCL on 0800 347 257, email info@fscl.org.nz, PO Box 4567, Wellington 6145 or their physical address 4th Floor, 101 Lambton Quay, Wellington. For more details see their website www.fscl.org.nz.

15.0 SCHEDULE OF LOAN TERMS

This Schedule forms part of the Agreement.

16.0 REGISTRATION ON FINANCIAL SERVICE PROVIDERS REGISTER

Credit Union registration name: Police and Families Credit Union

Registration number: FSP28032

Name> acknowledges 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 Contract under Credit Contracts and Consumer Finance Act 2003).			
Signature	/		