

CRT CREDITLINE TERMS AND CONDITIONS

CRT Finance Ltd, Private Bag 1968, Dunedin 9054 loan@cart.co.nz 0800 278 583



In these Terms "we" or "us" refers to CRT Finance Ltd, and "you" refers to the debtor named on the Application Form.

These Terms are a contract between you and CRT Finance relating to your CRT Creditline Facility. You should read them thoroughly before using your CRT Creditline Facility. If you do not understand anything in these Terms, you should seek independent advice.

1. DEFINITIONS

- 1.1 In these terms (unless the context requires otherwise):
- *Annual Interest Rate* means the annual interest rate specified in the Disclosure Statement, which we may change from time to time; *Business Day* means a day on which banks are open for business in Dunedin, other than a Saturday or Sunday; *CCCRF* means the Credit Contracts and Consumer Finance Act; *CRT Card Account* means your account with Combined Rural Traders Society Ltd;
 - *Default*, other than the meaning set out in clause 6.1; *Default Interest Rate* means the Annual Interest Rate plus 5%. This means that when the Annual Interest Rate changes, there will be a consequential change in the Default Interest Rate; *Facility Limit* means the Facility Limit described in the Disclosure Statement, which may be amended in accordance with clauses 2.4 or 2.5;
 - *Payment Due Immediately* means any amount appearing on your CRT Creditline Statement as due for payment immediately, including any overdue amount and/or any amount by which you have exceeded your Facility Limit; *Security* means all existing and future security held by us that secures your obligations under these Terms; *This Month's Scheduled Payment* means the amount appearing on your CRT Creditline Statement as the amount minimum due by the 24th of the month; *Unpaid Balance* means the amount owing under your CRT Creditline Facility at a particular time;
 - 1.2 You agree that we may modify you of CRT Creditline changes on your CRT Card Account statement.

2. YOUR CRT CREDITLINE FACILITY

- 2.1 Your CRT Creditline Facility is a revolving credit facility. Provided you comply with these Terms we will lend to you and re-lend to you in accordance with these Terms up to your Facility Limit.
- 2.2 Your CRT Creditline Facility is available only for the purpose of paying amounts owing to Combined Rural Traders Society Ltd on your CRT Card Account in accordance with clause 3.
- 2.3 Your Facility Limit is the maximum amount that you may allow to remain outstanding on your CRT Creditline Facility. If your Facility Limit is ever exceeded for any reason, you must pay the excess amount to us immediately. Notwithstanding the foregoing, we may, at our discretion, allow transfers to your Creditline Facility which exceed your Facility Limit.
- 2.4 You may request an increase or a decrease to your Facility Limit at any time. We will advise you in writing if we agree to your request.
- 2.5 We may increase or decrease your Facility Limit at any time. We will advise you in writing if we change your Facility Limit. You may decline any increase you have not requested.

3. USING YOUR CRT CREDITLINE FACILITY

- 3.1 You may use your CRT Creditline Facility to pay amounts owing on your CRT Card Account. If you elect for an amount owing on your CRT Card Account to be paid using your CRT Creditline Facility then, provided you are not in Default, we will:
 - (a) debit that amount to your CRT Creditline Facility; and
 - (b) pay that amount to Combined Rural Traders Society Ltd, to your CRT Card Account, on your behalf.
- 3.2 If you fail to pay any amount owing on your CRT Card Account by the 24th of the month on which payment is due, you will be deemed to have elected to pay that amount using your CRT Creditline Facility.

4. WHAT AND HOW YOU AGREE TO PAY

- 4.1 If your CRT Creditline Facility is used to pay an amount owing on your CRT Card Account, that amount shall be paid to us 3 months later. On the month that payment is due, this will be reflected in the *This Month's Scheduled Payment* shown on your CRT Creditline Statement and is payable by the 24th day of that month.
- 4.2 Each month any interest, credit fees and charges, default interest and default charges that have accrued on your CRT Creditline Facility since your last CRT Creditline Statement will be paid using your CRT Card Account. You authorise Combined Rural Traders Society Ltd to:
 - (a) debit that amount to your CRT Card Account; and
 - (b) pay that amount to us, and we will credit that amount to your CRT Creditline Facility.
- 4.3 Each month you must pay us at least *This Month's Scheduled Payment* by the 24th day of that month. You may choose to pay more than the 24th day of that month.
- 4.4 You must also pay us immediately:
 - (a) any amount debited to your CRT Creditline Facility in excess of your Facility Limit; and
 - (b) any *Payment Due Immediately* shown on your CRT Creditline Statement (eg any overdue amount).
- 4.5 All payments shall be made in cleared funds without any deduction or set-off, in the manner we specify.

5. INTEREST AND FEES

- 5.1 You will be charged interest on your CRT Creditline Facility.
- 5.2 Interest charges will accrue at the Annual Interest Rate.
- 5.3 We may change the Annual Interest Rate at any time. We will notify you in writing of any changes to the Annual Interest Rate on or before the date the change takes effect.
- 5.4 Interest charges will be calculated each day by applying the daily interest rate to that day's Unpaid Balance and will be charged at the end of each month. The daily interest rate is the Annual Interest Rate or the Default Interest Rate (as applicable) divided by 365.
- 5.5 You must pay the fees and charges shown on the Disclosure Statement. We may vary these fees and charges at any time. We will notify you in writing of any change on or before the date the change takes effect.
- 5.6 If you fail to pay an amount due under these Terms by the due date for payment or in the event the Facility Limit is exceeded then:
 - (a) while that breach continues (without prejudice to any other remedies we may have against you) interest charges will accrue on the entire Unpaid Balance at the Default Interest Rate; and
 - (b) the default fees shown in the Disclosure Statement are payable. We may vary these default fees at any time. We will notify you in writing of any change on or before the date the change takes effect.
- 5.7 You must also pay any expenses and liabilities incurred by us in relation to your CRT Creditline Facility (including legal costs and costs incurred in protecting, enforcing, or attempting to protect or enforce this Agreement or any security).
- 5.8 If your CRT Creditline Facility goes into credit for whatever reason, we will not pay you interest on the credit balance.

6. DEFAULT AND TERMINATION

- 6.1 You will be in Default if:
 - (a) you fail to pay an amount due under these Terms by the due date for payment; or
 - (b) you commit a breach of any of your other obligations under these Terms; the Security under the terms of your CRT Card Account or the terms of any other contract you have entered into, or enter into in the future, with us; Combined Rural Traders Society Ltd or one our related entities; or
 - (c) you become insolvent, are wound up, have a receiver appointed, commit an act of bankruptcy, cease to be of full legal capacity or die; or
 - (d) an event, or a series of events (whether related or not), occurs which, in our opinion, may cause a material adverse change in your ability to meet your obligations.
- 6.2 If you are in Default then we may, at our option, do any one or more of the following:
 - (a) require you to remedy the default in the manner and within a period that we tell you;
 - (b) put a freeze on further lending to you;
 - (c) require you to pay to us the full Unpaid Balance immediately;
 - (d) terminate your CRT Creditline Facility;
 - (e) exercise any rights that we have under these Terms or that are available to us as law.
- 6.3 You agree that if you are in Default, Combined Rural Traders Society Ltd may require you to immediately pay any amount you owe it and may withdraw your CRT card and any other rights you have under your CRT Card Terms.
- 6.4 We may terminate your CRT Creditline Facility at any time in our sole discretion. If your CRT Creditline Facility is terminated, you must immediately pay if full any Unpaid Balance. Termination of your CRT Creditline Facility under these Terms will not affect any of our rights that have arisen before termination.

7. DEFAULT AND TERMINATION

- 7.1 You agree that we shall have an interest in the following property to secure the payment of money payable and the performance of your obligations under these Terms:
 - (a) all goods purchased by Combined Rural Traders Society Ltd to you or to the holder of any additional CRT card issued pursuant to a request by you; and
 - (b) all goods purchased by you using your CRT card or any such additional CRT card at any authorised supplier.
- 7.2 You agree that clause 6 of your Agreement of Terms and Conditions of the CRT Card shall be amended from the date of these Terms to grant both Combined Rural Traders Society Ltd and CRT Finance Ltd a security interest in the goods described in that clause.
- 7.3 You agree to give any further securities as we may from time to time require, in the form required by us, and to comply with all of your obligations under the Security.

8. DATING AND ADJUSTMENT OF DEBITS AND CREDITS

- 8.1 A debit or credit to your CRT Creditline Facility is taken to have been made, and has effect, on the date we assign to it, regardless of the date on which it is processed. We may adjust debits or credits to your CRT Creditline Facility and the balance of your CRT Creditline Facility so as to accurately reflect our legal obligations.

9. INFORMATION AND INSTRUCTIONS

- 9.1 We may, at our discretion, allow you to give instructions in respect of your CRT Creditline Facility by phone, fax, computer, or by any other written, electronically communicated or verbal method acceptable to us.
- 9.2 You authorise us to act in accordance with instructions we receive. You acknowledge that we may decline to do so (eg where to do so would result in your Facility Limit being exceeded).
- 9.3 You authorise us to collect, use and disclose information about you for any purpose related to these Terms (including any credit reporter with whom we have dealings), and you authorise any other person to disclose this information to us for that purpose.
- 9.4 We do not need to get your consent each time we collect, use or disclose information about you.

10. GENERAL

- 10.1 You may not transfer or assign your CRT Creditline Facility or your contract with us without our prior written consent.
- 10.2 We may transfer or assign any outstanding balance owing on your CRT Creditline Facility or your contract with us to anyone else at any time. If we do, your contract with us and the benefit of any Security will apply to the transferee as if it were CRT Finance and the transferee will have the same rights as us.
- 10.3 Without limiting clause 10.2, you agree that we may assign any amount owing on your CRT Creditline Facility to your Combined Rural Traders Society Ltd Card Account at any time at our sole discretion.
- 10.4 We may provide any assignee any information we have about you.
- 10.5 If there is more than one of you named as Debtor, you are each liable for the amount due under these Terms. We can make a claim or demand on any one or more of you.
- 10.6 The obligations in these Terms continue notwithstanding your death or incapacity.
- 10.7 Notices by either party to the other(s) are to be given in accordance with the CCCFA.
- 10.8 You agree to tell us of any changes to your personal details.
- 10.9 If you are borrowing for the purposes of a business, you agree that the Consumer Guarantees Act does not apply.
- 10.10 You confirm:
 - (a) all information you have provided to us or Combined Rural Traders Society Ltd is true and correct and not misleading in any way;
 - (b) you have advised us for all facts and circumstances which might adversely affect our decision to provide credit to you; and
 - (c) these Terms replace any earlier representations, warranties, understandings and agreements whether made orally or in writing by us or Combined Rural Traders Society Ltd.
- 10.11 You agree to notify us immediately if any of the events listed in clause 6.1 occurs.
- 10.12 You will promptly provide us with any information or document we request relating to your financial position.
- 10.13 We may vary these Terms at any time by giving you written notice of the variation (unless written notice is not required to be given under the CCCFA).
- 10.14 Subject to the CCCFA, any variation will be effective from the date that the variation is disclosed to you.
- 10.15 No failure by or delay in either party in fulfilling upon the strict performance of these Terms or exercising any right under these Terms will operate as a waiver of those matters.
- 10.16 You agree to sign any other documents or do anything else we ask you to do to enable us to fully protect our interests under these Terms.
- 10.17 You agree that in consideration of our entering into these Terms you appoint us your attorney to sign documents or do things on your behalf if you do not do so within a time-frame we have informed you of.
- 10.18 Clauses 3, 4, 2, 7 and 10.3 are for the benefit of Combined Rural Traders Society Ltd and are intended to be enforceable by us and Combined Rural Traders Society Ltd for the purposes of the Contracts (Privity) Act 1982.
- 10.19 If a clause in these Terms is found to be unenforceable or illegal then that will not affect the legality or enforceability of any other clause in these Terms.

11. STATEMENT OF RIGHT TO CANCEL

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

HOW TO CANCEL

If you want to cancel this contract you must give written notice to the creditor. You must also return to the creditor any advance and any other property received by you under the contract.

TIME LIMITS FOR CANCELLATION

If the disclosure documents are handed to you directly, you must give notice that you intend to cancel within 3 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, e-mail) you must give notice that you intend to cancel within 5 working days after the electronic communication is sent.

If the documents are mailed to you, you must give the notice within 7 working days after they were 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 the contract the creditor can charge you:

- a) The amount of any reasonable expenses the creditor 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 you received the advance until the day you repay the advance.

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 that the creditor is being unreasonable in any way, you should seek legal advice immediately.