

## New Zealand Home Loans Home Loan Agreement

Disclosure date: *Date of loan agreement*

### Borrower(s)

We, New Zealand Home Lending Limited, agree to lend the **home loan** to:

*Borrower 1*  
*Address*

*Borrower 2*  
*Address*

### Summary

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

Transactional portion	\$ <i>sample amount</i>
Discounted Transactional	\$ <i>sample amount</i>
Non-transactional portion fixed component for a fixed term of <i>sample period</i>	\$ <i>sample amount</i>
Non-transactional portion fixed component for a fixed term of <i>sample period</i> with an interest only period	\$ <i>sample amount</i>
Non-transactional portion floating component	\$ <i>sample amount</i>
Non-transactional floating component with an interest only period	\$ <i>sample amount</i>
Non-transactional portion construction component with an interest only period	\$ <i>sample amount</i>
Non-transactional portion fixed component for a fixed term of <i>sample period</i> with a fixed rate lock option	\$ <i>sample amount</i>
Non-transactional portion fixed component for a fixed term of <i>sample period</i> with an interest only period and a fixed rate lock option	\$ <i>sample amount</i>
Non-Transactional Discounted Floating PI	\$ <i>sample amount</i>
Non-Transactional Discounted Floating IO	\$ <i>sample amount</i>
Non-Transactional Discounted construction Floating IO	\$ <i>sample amount</i>

### Fees

The following fees are included in your **home loan**:

<b>Fee A</b>	\$ <i>sample amount</i>
<b>Fee B</b>	\$ <i>sample amount</i>

### **Relationship between New Zealand Home Lending Limited, New Zealand Home Loans and Kiwibank Limited**

New Zealand Home Lending Limited is a home loan provider. New Zealand Home Loans distributes home loans on New Zealand Home Lending Limited's behalf through the New Zealand Home Loans branch network.

New Zealand Home Lending Limited is an agent of Kiwibank Limited. A copy of Kiwibank Limited's Disclosure Statement is available from any Kiwibank branch or [www.kiwibank.co.nz](http://www.kiwibank.co.nz).

Kiwibank Limited's address is Level 1, 7 Waterloo Quay, Wellington 6011, New Zealand or Private Bag 39888, Wellington 5045, New Zealand.

Kiwibank Limited is registered as a financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. Kiwibank Limited's registration number is 19941.

Kiwibank Limited's dispute resolution scheme is the Banking Ombudsman. If you have a complaint that Kiwibank Limited has been unable to resolve, you can contact the Banking Ombudsman at:

Postal Address: Freepost 218002, PO Box 25327, Featherston Street, Wellington 6146

Website: <http://www.bankomb.org.nz>.

Email: [help@bankomb.org.nz](mailto:help@bankomb.org.nz)

Freephone: 0800 805 950

New Zealand Home Lending Limited and New Zealand Home Loans are not registered banks.

### **Your home loan agreement**

Please read this **home loan agreement** carefully. It contains key information about your **home loan** disclosed in accordance with the Credit Contracts and Consumer Finance Act 2003 as at the **disclosure date**. The amounts disclosed are estimates based on the interest rates set out in this **home loan agreement**. We also assume that you will make all payments when due. The interest rates, fees and charges (and, as a consequence, repayment amounts and other disclosures) may change after the **disclosure date**.

New Zealand Home Loans' Home Loan Terms and Conditions apply to your **home loan**. We have enclosed a copy of the terms and conditions. New Zealand Home Loans' Home Loan's Terms and Conditions are also available from any New Zealand Home Loans branch or by calling the New Zealand Home Loans Phone Service.

Throughout this **home loan agreement** you will see words in bold. These are words with a specific meaning. You can find out the meaning of these words in New Zealand Home Loans' Home Loan Terms and Conditions.

### **Key time limits**

Please sign and return this **home loan agreement** to us as soon as possible. If you do not sign and return this **home loan agreement** to us within 10 **business days** of the **disclosure date**, then we have no obligation under your **home loan documents** to lend any amount to you.

If the first advance under your **home loan** is not made within 90 days of the **disclosure date**, then we have no obligation under your **home loan documents** to lend any amount to you.

## Home loan components

The components that make up your **home loan** are set out below:

*This section of the home loan agreement will reflect the various component of the structure of the loan or loans*

*The format of this section of the agreement will look something like the table below.*

<b>\$sample amount</b> transactional	
<b>Component type:</b>	<b>Transactional portion</b>
<b>Maximum credit limit:</b>	<p><b>\$sample amount.</b> (as at the <b>disclosure date</b>).</p> <p>The <b>maximum credit limit</b> reduces over the <b>term</b> of this component at a rate equal to the rate that would have been payable if you had a <b>non-transactional portion</b> and you borrowed <b>\$sample amount.</b> in one lump sum at the start of the <b>term</b>.</p> <p>The <b>maximum credit limit</b> after the <b>disclosure date</b> is set out in your latest statement of account (this information is also available via <a href="http://www.nzhltransact.co.nz">www.nzhltransact.co.nz</a> and the New Zealand Home Loans Phone Service). This is the maximum amount you may borrow under your <b>transactional portion</b> at that time.</p>
<b>Initial unpaid balance:</b>	Nil (as at the <b>disclosure date</b> ).
<b>Annual interest rate:</b>	<b>Sample interest rate%</b> per annum floating..
<b>Repayment type:</b>	Full payment of principal and interest by the end of the <b>term</b> .
<b>Payments:</b>	You must make payments to ensure that your <b>transactional portion</b> does not exceed the <b>maximum credit limit</b> .
<b>Term:</b>	The <b>term</b> of this component is <b>sample term</b> years from the first date on which we lend you money under your <b>home loan</b> .
<b>Final borrowing date:</b>	<b>Sample date.</b>

## Security

Any **mortgage** and any other securities set out below secure all **amounts owing** and your other obligations under the **home loan documents**.

### Mortgage

<b>Address:</b>	<i>Sample address</i>
<b>Type of interest:</b>	<i>Sample type of Interest</i>
<b>Computer register number(s):</b>	<i>Sample register number</i>
<b>Mortgagor(s):</b>	<i>Borrower1 and/or Borrower2</i>

All **property** that you provide to us as security for your obligations under your **home loan documents** must have a clear title. Unless we have agreed in writing, this **home loan agreement** allows it, or the law requires it, there must not be any mortgages, charges or other encumbrances over any **property**. By signing this **home loan agreement** the person(s) giving us a **mortgage** agree to mortgage the **property** to us.

Your obligations under your **home loan documents**, and any other amounts you owe us under any other agreements, are secured by the security you gave or will give us now or in the future. However, we may agree with you that certain types of debt are not secured by a particular security. If we do so, that security will not secure that debt.

If we sell the **property** and the sales proceeds we receive are less than the amount you owe us, you will still be liable to pay us the shortfall. If you give security over any of the **property** to any other person without our prior written consent, you may default under your **home loan documents** and we could ask you to repay all **amounts owing**. If you did not pay us the amounts you owe us, we could sell any **property** that is subject to a security.

### Method of charging interest

If you have a **non-transactional portion**, interest on it is calculated on a daily basis by applying the **daily interest rate** to the **daily balance** of each component of your **non-transactional portion**. Interest will be charged from the day you first borrow money under your **non-transactional portion** until your **non-transactional portion** is fully repaid.

If you have a **transactional portion**, interest on it is calculated on a daily basis by applying the **daily interest rate** to the **daily balance** of your **transactional portion**. Interest will be charged from whenever you borrow money under your **transactional portion** until your **transactional portion** is fully repaid.

The **daily interest rate** is the **interest rate** divided by 365. Interest on any **non-transactional portion** is debited to your **home loan** on the **regular payment date**. Interest on any **transactional portion** is debited to your **home loan** on the last day of each calendar month during the **term**. However, when you repay your **home loan** in full, interest is charged up to but excluding the day that the payment is credited to your **home loan**.

### Credit fees and charges

Please refer to the enclosed Fees and Limits brochure for the fees payable under or in connection with your **home loan**. In addition to those fees, if we incur any **costs** in relation to your **home loan**, then you must pay us the amount of those **costs**.

### Default interest and default fees

If you do not pay an amount when due under your **home loan** or exceed the **maximum credit limit** of your **transactional portion**, we will charge you interest at the **default rate** on that overdue / over limit amount calculated on a daily basis by applying the **daily default rate** to that overdue / over limit amount each day from the date that amount was due or you exceeded your **maximum credit limit** (as applicable) until the date it is fully repaid or you are within your **maximum credit limit** (as applicable). The **daily default rate** is the **default rate** divided by 365. Default interest is debited to your **home loan** on the **regular payment date** or the last day of each calendar month. If we ask you to repay any part of your **home loan** early, we will only charge default interest on the amounts that are unpaid after their original due date. We may add any default interest that is due but unpaid to the principal amount of any portion of your **home loan**.

We will charge you a demand fee (as set out in the enclosed Fees and Limits brochure) if you are in default and we have demanded repayment of the **amounts owing**.

### Early repayment

Please refer to the enclosed New Zealand Home Loans' Home Loan's Terms and Conditions and Fees and Limits brochure which sets out the **fixed rate break costs** and fees that will be payable if you repay all or part of a **fixed component** early. **Fixed rate break costs** are a genuine estimate of our loss resulting from a change in the payment terms of a **fixed component** calculated by taking into account our **costs** of having to break our funding arrangements. **Fixed rate break costs** are calculated as set out in New Zealand Home Loans' Home Loan Terms and Conditions. We do not use the formula prescribed in the Credit Contracts and Consumer Finance Regulations 2004.

### Continuing disclosure

If you have a **non-transactional portion**, we will send you an account statement at least every six months. If you have a **transactional portion**, we will send you an account statement at least every 45 days.

### Statement of right to cancel

You are entitled to cancel your **home loan** for a short period after your **home loan** disclosure documents are given to you.

#### **How to cancel**

If you want to cancel your **home loan**, you must give written notice to us that you intend to cancel.

- (a) If your **home loan** disclosure documents were handed to you directly, you must give that notice to us within 5 working days after you receive the documents.
- (b) If your **home loan** disclosure documents were sent to you by electronic means (for example, email), you must give that notice to us within 7 working days after the electronic communication was sent.
- (c) If your **home loan** disclosure documents were mailed to you, you must give that notice to us within 9 working days after they were posted.

*Saturdays, Sundays, and national public holidays do not count as working days.*

To cancel, you must:

- (a) give written notice to us in person by dropping it into any New Zealand Home Loans branch, or by posting to the postal address on the first page of this **home loan agreement**; and
- (b) return any advances and any other property to us that you received under the **home loan documents**.

#### **What you may have to pay if you cancel**

If you cancel your **home loan**, we can charge you:

- (a) the amount of any reasonable expenses we had to pay in connection with your **home loan** and its cancellation (including legal fees and fees for credit reports, etc); and
- (b) interest for the period from the day you received each advance until the day you repaid it to us.

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

### Other information about us

We are registered as a financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. We are registered under the name New Zealand Home Lending Limited. Our registration number is 23902.

Our dispute resolution scheme is the Banking Ombudsman. If you have a complaint that we have been unable to resolve, you can contact the Banking Ombudsman at:

Postal Address: Freepost 218002, PO Box 25327, Featherston Street, Wellington 6146

Website: <http://www.bankomb.org.nz>.

Email: [help@bankomb.org.nz](mailto:help@bankomb.org.nz)

Freephone: 0800 805 950

### Unforeseen hardship

If you are unable to reasonably keep up with your payments or other obligations under your **home loan** because of illness, injury or loss of employment, the end of relationship, or other reasonable cause you may be able to apply to us for a hardship variation.

To apply for a hardship variation, you need to:

- (a) Make an application to us in writing; and
- (b) Explain your reasons for the application; and
- (c) Request one of the following:
  - An extension of the term of your **home loan**; or
  - A postponement of the dates on which payments are due under your **home loan documents**; or
  - Both of the above; and
- (d) Drop the application into any New Zealand Home Loans branch.

We encourage you to contact us as early as possible if you are experiencing financial difficulties. There are limits on when and how often you can apply for a hardship variation, so please talk to us about these.

### Insurance requirements

House insurance is required.

### Special conditions

If your home loan does not remain with us for a minimum of 3 years, we may require repayment of any cash contribution. We will do this by including the amount of the cash contribution as an amount owing under your home loan

You must provide your most recent BNZ Credit card statement to confirm that the balance of \$12,128.37 was paid in full by the due date of 4/4/2016. This must be satisfactory to us in all respects.

### What happens next?

Before we can make the first advance to you under your **home loan**:

- we must have received signed originals or copies of this **home loan agreement**, any **mortgage**, any security and any **guarantee**;

- you must have put in place the insurance required by this **home loan agreement** and any **mortgage**; and
- you must have met any pre-settlement requirements that we ask you or your solicitor to satisfy in our letter of instruction to your solicitor, our letter of offer to you, or in any other document between you and us.

**Signed by the borrower(s)**

*Sample Borrower1*

Date

*Sample Borrower2*

Date