

## GEM FIXED RATE PERSONAL LOAN AGREEMENT

### Incorporating Disclosure Statement

Statement date {create\_date}

Loan Number: {loan\_number}

This *schedule* does not contain all the contractual information. Other contractual information is contained in the accompanying [Gem Personal Loan Contract Terms and Conditions](#), which together with this *schedule* make up the agreement between *you* and *us*. The meaning of words printed *like this* in this *schedule* explain in Section 13 of the [Gem Personal Loan Contract Terms and Conditions](#). Gem is the trading name of Latitude Financial Services Limited.

<b>Customer(s)</b>	{Applicant.first_name} {Applicant.Middle_names} {Applicant.Last_Name} of {Applicant.Residential_Address} (" <b>Customer</b> ")								
<b>Full Name and Address of Creditor</b>	<p>This is the person providing <i>you</i> the credit. <i>You</i> may send notices to the creditor by writing to the creditor at the creditor's postal address: Latitude Financial Services Limited of 8 Tangihua Street, Auckland 1010 or PO Box 4058, Shortland Street, Auckland 1140. Email: <a href="mailto:gem.direct@gemfinance.co.nz">gem.direct@gemfinance.co.nz</a> Financial Service Providers Registration Name: Latitude Financial Services Limited Financial Service Providers Registration Number: FSP434746</p>								
<b>Important</b>	<p>Latitude Financial Services Limited as the creditor is required to provide <i>you</i> with this disclosure statement under section 17 of the Credit Contracts and Consumer Credit Finance Act 2003. This Personal Loan Contract Schedule and Disclosure Statement sets out the key information about <i>your</i> consumer credit contract. <i>You</i> should read it thoroughly. <b><i>If you do not understand anything in this document, you should seek independent advice.</i></b> <i>You</i> should keep this <i>agreement</i> in a safe place.</p> <p>This disclosure statement must be provided to <i>you</i> before <i>you</i> enter into the contract. The law gives <i>you</i> a limited right to cancel this <i>agreement</i>. See the statement of right to cancel below and the accompanying Gem personal Loan Contract Terms and Conditions for full details of <i>your</i> right to cancel. Note that strict time limits apply.</p>								
<b>Credit Details</b>	<i>Advance Amount / Credit Limit (Initial unpaid balance)</i> This is the amount <i>you</i> owe <i>us</i> at the date of this statement (including any fees charged by <i>us</i> ). This amount is made up as follows:		<b>\$(Total_amount_to_be_Financed)</b>						
	{Applicant.first_name} {Applicant.Last_Name} ({Disp.Bank}- {Dis.branch})-({Disp.Accountno})- {Disb.Suffix}) {Disbursement_2. Payee} {Disbursement_3. Payee} ...etc  Establishment Fee included in the advance amount (See 'Credit Fees and Charges below) Other PPSR Search Fee PPSR Registration Fee  <b>TOTAL ADVANCE AMOUNT / CREDIT LIMIT</b>		\${Disb1_Amt} \${Disb2_Amt} \${Disb3_Amt}  \${establishment_fee} \${Other_fee_amount} \${PPSR_Search_fee} \${PPSR_Reg_fee}  <b>\$(Total_amount_to_be_Financed)</b>						
<b>Interest</b>	<i>The annual interest rate for the loan is <b>fixed for the whole term of the loan at {Interest_rate} %</b></i>		Total Amount of interest charges Payable: \${Total_int_charged}						
	<b>Method of Charging Interest:</b> Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate during the loan term. The daily interest rate is calculated by dividing the applicable annual interest rate by 365. Interest is charged to <i>your</i> account monthly.								
<b>Repayments</b>	Timing of payments:	{loan.termMonths} repayments of \${Monthly_repayment} each, totalling \${Total_payments}							
	Total amount of payments:	{Total_Payments} payable over the <i>loan term</i> .							
<p>The first repayment is due one calendar month after the <i>settlement date</i>. Subsequent repayments are due on the same day of each succeeding calendar month during the remaining <i>loan term</i>. However, in respect of a repayment to be made other than via Direct Debit, if the repayment is due on a day which is not a <i>working day</i>, or which is not contained in the calendar month, then it must be made on the preceding <i>working day</i>, or on the last <i>working day</i> of that month, respectively.</p> <p><u>Note:</u> The figures and amounts disclosed here are estimates based on assumptions including that repayments will be made on time and that fees and charges will not change after the <i>disclosure date</i>. <i>You</i> should, however, be aware that these matters are subject to change as described at the end of this table.</p>									
<b>Securities</b>	<b>What could happen if you fail to meet your commitments:</b> We have a security interest in the <i>collateral</i> listed below to secure performance of <i>your</i> obligations under this <i>agreement</i> .								
	<b>Security: NIL</b>								
	<b>Collateral Description:</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>	<b>Registration number</b>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">{Collateral_Type}</td> <td style="width: 17%; text-align: center;">{vehicle_make1}</td> <td style="width: 17%; text-align: center;">{vehicle_model1}</td> <td style="width: 17%; text-align: center;">{vehicle_VIN1}</td> <td style="width: 16%; text-align: center;">{vehicle_Rego1}</td> </tr> </table> <p>If <i>you</i> fail to meet <i>your</i> commitments under this <i>agreement</i> or if <i>you</i> grant a security interest in the above <i>collateral</i> to any other person, <i>you</i> will be in breach of <i>your</i> contract with <i>us</i> and <i>we</i> may be entitled to repossess and sell the above collateral.</p> <p>If the proceeds of the sale of the <i>collateral</i> are insufficient to repay the total amount owing, <i>you</i> will remain liable for the shortfall.</p>					{Collateral_Type}	{vehicle_make1}	{vehicle_model1}	{vehicle_VIN1}	{vehicle_Rego1}
{Collateral_Type}	{vehicle_make1}	{vehicle_model1}	{vehicle_VIN1}	{vehicle_Rego1}					
<b>Credit Fees and Charges Payable to us</b>	These credit fees and charges relate to the establishment of the loan and are payable on the settlement date.								

## GEM FIXED RATE PERSONAL LOAN AGREEMENT

### Incorporating Disclosure Statement

Statement date {create\_date}

Loan Number: {loan\_number}

	<p><b>Establishment Fee</b> (deducted from advance amount) – payable for processing <i>your</i> application and establishing the loan. <span style="float: right;">\$240.00</span></p> <p>Credit fees and charges which <u>may</u> become payable in connection with this contract. The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are or may become payable under, or in connection with this <i>agreement</i>. This <i>agreement</i> allows <i>us</i> to vary this/these fees and charges.</p> <p><b>PPSR Search Fee</b> – payable if <i>security</i> is attached to <i>your</i> loan. <span style="float: right;">\$2.00</span></p> <p><b>PPSR Registration Fee</b> – payable if <i>security</i> is attached to <i>your</i> loan <span style="float: right;">\$14.00</span></p>
<b>Default Fees and Charges</b>	<p>In the event of a default in payment and while the default continues, <i>you</i> must pay the default fees specified below.</p> <p><b>Late payment fee</b> – payable upon each repayment date when <i>you</i> have failed to pay the repayment due on that date and any fee, charge, enforcement expense or other repayment which is already overdue on that date. <span style="float: right;">\$45.00</span></p> <p><b>Enforcement expenses</b> – payable on demand. These expenses are costs <i>we</i> incur in enforcing this <i>agreement</i>, or a <i>security</i> after a default (including repair costs, legal costs (including costs incurred on a solicitor/client basis), storage costs, expenses incurred in preserving and maintaining property such as paying insurance, rates, and taxes for the property).</p>
<b>Continuing Disclosure</b>	<p><b>Continuing Disclosure Statements</b></p> <p>Gem is required to provide <i>you</i> with regular statements. These statements will give <i>you</i> information about <i>your</i> account (e.g., interest or any fees charged during the statement period, as well as any payment made during the statement period). Statements will be provided six monthly.</p>
<b>Right to prepay</b>	<p><i>You</i> are entitled to prepay this contract in full or in part at any time. Any amount repaid will be applied first in payment of outstanding interest and other amounts owing to <i>us</i> and secondly in payment of principal. If <i>you</i> prepay in full, <i>you</i> must pay all outstanding principal and any accrued but unpaid interest for the period from the day <i>you</i> received the advance until the day <i>you</i> repay that advance.</p>
<b>Right to Cancel</b>	<p><i>You</i> are entitled to cancel this contract by giving notice to Gem withing a short time of receiving this contract.</p> <p><b>How to cancel</b></p> <p>If <i>you</i> want to cancel this <i>agreement</i>, <i>you</i> must give written notice to <i>us</i>.  <i>You</i> must also return to <u>us</u> any advance and any other property received by <i>you</i> under this <i>agreement</i>.</p> <p><b>Time limits for cancellation</b></p> <p><i>You</i> must give notice that <i>you</i> intend to cancel within 10 working days of entering the contract. Saturdays, Sundays, and national public holidays are not counted as working days.</p> <p><b>What you may have to pay if you cancel</b></p> <p>If <i>you</i> cancel this <i>agreement</i>, <i>Gem</i> can charge <i>you</i>:</p> <ol style="list-style-type: none"> <li>(a) The amount of any reasonable expenses <i>Gem</i> had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and</li> <li>(b) Interest for the period from the day <i>you</i> received the advance until the day <i>you</i> repay that advance</li> </ol>
<b>What To Do If You Suffer Unforeseen Hardship</b>	<p>If <i>you</i> are unable to keep up <i>your</i> payments because of an unexpected event that causes <i>you</i> hardship, for example illness, injury, loss of employment or the end of a relationship, <i>you</i> can apply to Gem for a hardship variation.</p> <p>To apply for a hardship variation, <i>you</i> need to make a request to Gem in writing which explains <i>your</i> situation and requests one of the following variations:</p> <ol style="list-style-type: none"> <li>(a) Extending <i>the term</i> of the contract and reducing the amount of each payment due under the contract accordingly (without a consequential change being made to the <i>annual interest rate(s)</i>); or</li> <li>(b) Giving <i>you</i> longer to pay by postponing, during a specific period, the dates on which payments are due under the contact (without consequential change being made to the <i>annual interest rate(s)</i>); or</li> <li>(c) Both of the above – postponing payments for a specific time and reducing the amount of <i>your</i> payments by extending <i>the term</i>.</li> </ol> <p>Do this as soon as possible because, if <i>you</i> leave it too long, <i>Gem</i> may not consider <i>your</i> application.</p>
<b>Dispute Resolution</b>	<p>If <i>you</i> wish to make a complaint, please:  Telephone 0800 222 057 or  Write to Gem at the above address, Attn: Customer Resolution Team, or  Email: <a href="mailto:drt.nz@gemfinance.co.nz">drt.nz@gemfinance.co.nz</a></p> <p>If <i>your</i> complaint remains unresolved, <i>you</i> may refer the matter to the Insurance and Financial Services Ombudsman Scheme.</p> <p>Contact details are:  Telephone: (04) 499 7612 or 0800 888 202  Email: <a href="mailto:info@ifso.nz">info@ifso.nz</a>  Write to: Office of the IFSO, PO Box 10-845, Wellington 6143</p>
<b>Offer and Acceptance</b>	<p>Latitude Financial Services Limited offers to lend <i>you</i> the <i>advance amount</i> on the terms set out in this <i>schedule</i> and the Gem Personal Loan Contract Terms and Conditions. To accept this offer, <i>you</i> must <i>sign (electronically)</i>, <i>within 20 days from the disclosure date</i>. If <i>you</i> do not, this offer is automatically withdrawn.</p>



**GEM FIXED RATE PERSONAL LOAN AGREEMENT**  
Incorporating Disclosure Statement

Statement date {create\_date}

Loan Number: {loan\_number}

<b>Signature</b>	I/We acknowledge that before signing this contract, I/we was/were given a copy of this schedule together with the <a href="#">Gem Personal Loan Contract Terms and Conditions</a>
	<p><b>Signed</b> by the Customer</p>   <p>_____ Signature of {Applicant.first_name} {Applicant.Middle_names} {Applicant.Last_Name}</p> <p>Date:        /        /</p>



## GEM VARIABLE RATE PERSONAL LOAN AGREEMENT

### Incorporating Disclosure Statement

Statement date {create\_date}

Loan Number: {loan\_number}

This *schedule* does not contain all the contractual information. Other contractual information is contained in the accompanying [Gem Personal Loan Contract Terms and Conditions](#), which together with this *schedule* make up the agreement between *you* and *us*. The meaning of words printed *like this* in this *schedule* is explain in Section 12 of the [Gem Personal Loan Contract Terms and Conditions](#). Gem is the trading name of Latitude Financial Services Limited.

<b>Customer(s)</b>	{Applicant.first_name} {Applicant.Middle_names} {Applicant.Last_Name} of {Applicant.Residential_Address} (" <b>Customer</b> ")											
<b>Full Name and Address of Creditor</b>	<p>This is the person providing <i>you</i> the credit. <i>You</i> may send notices to the creditor by writing to the creditor at the creditor's postal address: Latitude Financial Services Limited of 8 Tangihua Street, Auckland 1010 or PO Box 4058, Shortland Street, Auckland 1140.</p> <p>Email: <a href="mailto:gem_direct@gemfinance.co.nz">gem_direct@gemfinance.co.nz</a></p> <p>Financial Service Providers Registration Name: Latitude Financial Services Limited Financial Service Providers Registration Number: FSP434746</p>											
<b>Important</b>	<p>Latitude Financial Services Limited as the creditor is required to provide <i>you</i> with this disclosure statement under section 17 of the Credit Contracts and Consumer Credit Finance Act 2003. This Personal Loan Contract Schedule and Disclosure Statement sets out the key information about <i>your</i> consumer credit contract. <i>You</i> should read it thoroughly. <b>If you do not understand anything in this document, you should seek independent advice.</b> <i>You</i> should keep this <i>agreement</i> in a safe place.</p> <p>This disclosure statement must be provided to <i>you</i> before <i>you</i> enter into the contract. The law gives <i>you</i> a limited right to cancel this <i>agreement</i>. See the statement of right to cancel below and the accompanying Gem personal Loan Contract Terms and Conditions for full details of <i>your</i> right to cancel. Note that strict time limits apply.</p>											
<b>Credit Details</b>	<b>Advance Amount / Credit Limit (Initial unpaid balance)</b> This is the amount <i>you</i> owe <i>us</i> at the date of this statement (including any fees charged by <i>us</i> ). This amount is made up as follows:		<b>\$(Total_amount_to_be_Financed)</b>									
	{Applicant.first_name} {Applicant.Last_Name} {Disbursement_2. Payee} {Disbursement_3. Payee} ...etc  Establishment Fee included in the advance amount (See 'Credit Fees and Charges below) Other PPSR Search Fee PPSR Registration Fee  <b>TOTAL ADVANCE AMOUNT / CREDIT LIMIT</b>		\${Disb1_Amt} \${Disb2_Amt} \${Disb3_Amt}  \${establishment_fee} \${Other_fee_amount} \${PPSR_Search_fee} \${PPSR_Reg_fee}  <b>\$(Total_amount_to_be_Financed)</b>									
<b>Interest</b>	The annual interest rate for the loan is <b>variable and initially set at {Interest_rate} %</b> . The interest rate is not fixed for any period and may change at any time and from time to time in accordance with clause 2 of the Gem Personal Loan Contract Terms and Conditions.		Total Amount of interest charges Payable: \${Total_int_charged} This amount is indicative only and may change based on your interest rate. We may alter payments at any time to reflect any alteration to the interest rate.									
	<b>Method of Charging Interest:</b> Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate during the loan term. The daily interest rate is calculated by dividing the applicable annual interest rate by 365. Interest is charged to <i>your</i> account monthly.											
<b>Repayments</b>	Timing of payments:  Total amount of payments:	{loan.termMonths} repayments of \${monthly_repayment} each, totalling \${Total_payments}  {Total_Payments} payable over the <i>loan term</i> .  This amount is indicative only and may change based on your <i>interest rate</i>										
	The first repayment is due one calendar month after the <i>settlement date</i> . Subsequent repayments are due on the same day of each succeeding calendar month during the remaining <i>loan term</i> . However, in respect of a repayment to be made other than via Direct Debit, if the repayment is due on a day which is not a <i>working day</i> , or which is not contained in the calendar month, then it must be made on the preceding <i>working day</i> , or on the last <i>working day</i> of that month, respectively.  <i>Note:</i> The figures and amounts disclosed here are estimates based on assumptions including that repayments will be made on time and that fees and charges will not change after the <i>disclosure date</i> . <i>You</i> should, however, be aware that these matters are subject to change as described at the end of this table.											
<b>Securities</b>	<b>What could happen if you fail to meet your commitments:</b> We have a security interest in the <i>collateral</i> listed below to secure performance of <i>your</i> obligations under this <i>agreement</i> .  <b>Security: NIL</b>											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Collateral Description:</th> <th style="width: 15%;">Make</th> <th style="width: 15%;">Model</th> <th style="width: 15%;">VIN</th> <th style="width: 25%;">Registration number</th> </tr> </thead> <tbody> <tr> <td>{Collateral_Type}</td> <td>{vehicle_make1}</td> <td>{vehicle_model1}</td> <td>{vehicle_VIN1}</td> <td>{vehicle_Rego1}</td> </tr> </tbody> </table>			Collateral Description:	Make	Model	VIN	Registration number	{Collateral_Type}	{vehicle_make1}	{vehicle_model1}	{vehicle_VIN1}
Collateral Description:	Make	Model	VIN	Registration number								
{Collateral_Type}	{vehicle_make1}	{vehicle_model1}	{vehicle_VIN1}	{vehicle_Rego1}								

## GEM VARIABLE RATE PERSONAL LOAN AGREEMENT

### Incorporating Disclosure Statement

Statement date {create\_date}

Loan Number: {loan\_number}

	<p>If <i>you</i> fail to meet <i>your</i> commitments under this <i>agreement</i> or if <i>you</i> grant a security interest in the above <i>collateral</i> to any other person, <i>you</i> will be in breach of <i>your</i> contract with <i>us</i> and <i>we</i> may be entitled to repossess and sell the above collateral.</p> <p>If the proceeds of the sale of the <i>collateral</i> are insufficient to repay the total amount owing, <i>you</i> will remain liable for the shortfall.</p>
<b>Credit Fees and Charges Payable to us</b>	<p>These credit fees and charges relate to the establishment of the loan and are payable on the settlement date.</p> <p><b>Establishment Fee</b> (deducted from advance amount) – payable for processing <i>your</i> application and establishing the loan. <span style="float: right;">\$240.00</span></p> <p>Credit fees and charges which <u>may</u> become payable in connection with this contract. The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are or may become payable under, or in connection with this <i>agreement</i>. This <i>agreement</i> allows <i>us</i> to vary this/these fees and charges.</p> <p><b>PPSR Search Fee</b> – payable if <i>security</i> is attached to <i>your</i> loan <span style="float: right;">\$2.00</span></p> <p><b>PPSR Registration Fee</b> – payable if <i>security</i> is attached to <i>your</i> loan <span style="float: right;">\$14.00</span></p>
<b>Default Fees and Charges</b>	<p>In the event of a default in payment and while the default continues, <i>you</i> must pay the default fees specified below.</p> <p><b>Late payment fee</b> – payable upon each repayment date when <i>you</i> have failed to pay the repayment due on that date and any fee, charge, enforcement expense or other repayment which is already overdue on that date. <span style="float: right;">\$45.00</span></p> <p><b>Enforcement expenses</b> – payable on demand. These expenses are costs <i>we</i> incur in enforcing this <i>agreement</i>, or a <i>security</i> after a default (including repair costs, legal costs (including costs incurred on a solicitor/client basis), storage costs, expenses incurred in preserving and maintaining property such as paying insurance, rates, and taxes for the property).</p>
<b>Continuing Disclosure</b>	<p><b>Continuing Disclosure Statements</b></p> <p>Gem is required to provide <i>you</i> with regular statements. These statements will give <i>you</i> information about <i>your</i> account (e.g., interest or any fees charged during the statement period, as well as any payment made during the statement period). Statements will be provided six monthly.</p>
<b>Right to prepay</b>	<p><i>You</i> are entitled to prepay this contract in full or in part at any time. Any amount repaid will be applied first in payment of outstanding interest and other amounts owing to <i>us</i> and secondly in payment of principal. If <i>you</i> prepay in full, <i>you</i> must pay all outstanding principal and any accrued but unpaid interest for the period from the day <i>you</i> received the advance until the day <i>you</i> repay that advance.</p>
<b>Right to Cancel</b>	<p><i>You</i> are entitled to cancel this contract by giving notice to Gem withing a short time of receiving this contract.</p> <p><b>How to cancel</b></p> <p>If <i>you</i> want to cancel this <i>agreement</i>, <i>you</i> must give written notice to <i>us</i>. <i>You</i> must also return to <u>us</u> any advance and any other property received by <i>you</i> under this <i>agreement</i>.</p> <p><b>Time limits for cancellation</b></p> <p><i>You</i> must give notice that <i>you</i> intend to cancel within 10 working days of entering the contract. Saturdays, Sundays, and national public holidays are not counted as working days.</p> <p><b>What you may have to pay if you cancel</b></p> <p>If <i>you</i> cancel this <i>agreement</i>, <i>Gem</i> can charge <i>you</i>:</p> <ol style="list-style-type: none"> <li>The amount of any reasonable expenses <i>Gem</i> had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.); and</li> <li>Interest for the period from the day <i>you</i> received the advance until the day <i>you</i> repay that advance</li> </ol>
<b>What To Do If You Suffer Unforeseen Hardship</b>	<p>If <i>you</i> are unable to keep up <i>your</i> payments because of an unexpected event that causes <i>you</i> hardship, for example illness, injury, loss of employment or the end of a relationship, <i>you</i> can apply to Gem for a hardship variation.</p> <p>To apply for a hardship variation, <i>you</i> need to make a request to Gem in writing which explains <i>your</i> situation and requests one of the following variations:</p> <ol style="list-style-type: none"> <li>Extending <i>the term</i> of the contract and reducing the amount of each payment due under the contract accordingly (without a consequential change being made to the <i>annual interest rate(s)</i>); or</li> <li>Giving <i>you</i> longer to pay by postponing, during a specific period, the dates on which payments are due under the contact (without consequential change being made to the <i>annual interest rate(s)</i>); or</li> <li>Both above – postponing payments for a specific time and reducing the amount of <i>your</i> payments by extending <i>the term</i>.</li> </ol> <p>Do this as soon as possible because, if <i>you</i> leave it too long, <i>Gem</i> may not consider <i>your</i> application.</p>
<b>Dispute Resolution</b>	<p>If <i>you</i> wish to make a complaint, please:</p> <p>Telephone 0800 222 057 or Write to Gem at the above address, Attn: Customer Resolution Team, or Email: <a href="mailto:drt.nz@gemfinance.co.nz">drt.nz@gemfinance.co.nz</a></p> <p>If <i>your</i> complaint remains unresolved, <i>you</i> may refer the matter to the Insurance and Financial Services Ombudsman Scheme.</p> <p>Contact details are: Telephone: (04) 499 7612 or 0800 888 202 Email: <a href="mailto:info@ifso.nz">info@ifso.nz</a> Write to: Office of the IFSO, PO Box 10-845, Wellington 6143</p>
<b>Offer and Acceptance</b>	<p>Latitude Financial Services Limited offers to lend <i>you</i> the <i>advance amount</i> on the terms set out in this <i>schedule</i> and the Gem Personal Loan Contract Terms and Conditions. To accept this offer, <i>you</i> must <i>sign (electronically) within 20 days from the disclosure date</i>. If <i>you</i> do not, this offer is automatically withdrawn.</p>



**GEM VARIABLE RATE PERSONAL LOAN AGREEMENT**  
Incorporating Disclosure Statement

Statement date {create\_date}

Loan Number: {loan\_number}

<b>Signature</b>	I/We acknowledge that before signing this contract, I/we was/were given a copy of this schedule together with the <a href="#">Gem Personal Loan Contract Terms and Conditions</a>
	<b>Signed</b> by the Customer   <hr/> Signature of {Applicant.first_name} {Applicant.Middle_names} {Applicant.Last_Name} Date:        /        /