

Terms and Conditions for your Good Loan

Important Information

Please read the information set out below. It summarises important information relating to your Loan, including additional Terms and Conditions. These Terms and Conditions form part of our loan offer ('Offer' and/or 'Offer Letter').

Approved Loan Amount

Your Approved Loan Amount is set out on the front of your Offer Letter. It is the maximum amount that may be drawn down if you decide to accept our offer of a Loan.

Loan Drawdown Amount

Your Loan Drawdown Amount is the final amount that will be paid to your supplier, based on the Evidence of Intent to Purchase provided by you. This amount will be confirmed at your loan drawdown appointment and is the amount you owe us.

First Payment Date

Your first Payment Date will be confirmed with you at your loan drawdown appointment and set out in the Loan Drawdown Confirmation section of your Offer Letter.

Payment Frequency

Repayments are required either weekly, fortnightly, or monthly as set out in the Loan Drawdown Confirmation section of your Offer Letter and must be made at the agreed frequency from the First Payment Date for the term of your Loan.

Loan Term

Your Loan Term starts on the day your Loan is drawn down.

Frequency of Loan Statements

You will receive statements for your Loan each month.

Your right to cancel

You can decide not to take up this Loan Offer at any time prior to signing the Loan Drawdown Confirmation in your Offer Letter, for any reason.

Saturdays, Sundays, national public holidays and the days in the period between 25 December and 2 January (inclusive) are not counted as working days for this purpose.

To cancel this agreement you must:

- contact Good Shepherd NZ on 0800 466 370 or by emailing support@goodshepherd.org.nz to confirm you want to cancel this agreement; and
- repay the Loan (if drawn down) in full.

What to do if you suffer unforeseen hardship

If something unexpected happens, such as losing your job, being sick or injured, or your relationship ending, we may be able to help you work out how to meet your payment obligations.

You need to contact Good Shepherd NZ at 0800 466 370 or email support@goodshepherd.org.nz and explain why you cannot meet your payment obligations under this agreement. Good Shepherd NZ will discuss your options with you.

If you are experiencing hardship, you should contact us as soon as possible. If you leave it for too long you may have fewer options for addressing your situation.

Economic Harm

Economic harm is a form of family violence where money and resources are used as a form of control by one person over another. Good Shepherd NZ is committed to preventing economic harm, and therefore we reserve the right to decline lending where we are in doubt as to whether a Borrower is

entering into a loan agreement freely and independently and/or whether a Borrower is the beneficiary of the Loan Purpose.

Dispute Resolution

If we have made a mistake, or you are unhappy with our service, we will try to put it right quickly and fairly. You can call us on 0800 466 370 (please ask to speak to a manager if you would like to make a complaint) or email us at support@goodshepherd.org.nz.

Privacy

For information on Good Shepherd NZ's privacy practices, including how we collect, use and disclose your information, please see our Good Loans Privacy Statement. This is available on our website, or you can ask us to send you a copy.

Electronic Disclosure

We consent to you giving us notices or making requests by way of electronic communication. We will advise you if any further information is needed to complete your request.

Name and Address of Lender

Good Shepherd New Zealand Limited
PO Box 49
Wellington 6140
New Zealand
Telephone 0800 466 370
support@goodshepherd.org.nz

The information set out above is correct as at the date of your Offer Letter.

1. Introduction, Applicable Law and Definitions

1.1 Application of Terms and Conditions

The Offer Letter (including these Terms and Conditions) is an agreement between you and Good Shepherd NZ and applies to your Loan.

1.2 Reasonable care and skill

We will provide our services in relation to your Loan with reasonable care and skill.

1.3 Accepting the Terms and Conditions

By signing the Loan Drawdown Confirmation in your Offer Letter the Loan Drawdown Amount, you agree to these Terms and Conditions.

1.4 Terms and Conditions

You should read these Terms and Conditions carefully as they place obligations on you, including obligations to make payments to us.

1.5 New Zealand law

The Loan Offer (including these Terms and Conditions) is governed by New Zealand law. Any disputes about the Loan Offer will be determined by the New Zealand courts. If any term is not enforceable for any reason, the remainder of the Loan Offer will still be enforceable.

1.6 Overriding laws

Some compulsory laws apply to your Loan, including some which restrict how we can exercise our rights under these Terms and Conditions. We must comply with those laws which prevail over these Terms and Conditions.

1.7 Interpretation

The words 'we', 'our' and 'us' mean Good Shepherd NZ and the words 'you' and 'your' mean, as the context requires, any Applicant/Borrower

Other defined terms are:

'Applicant/Borrower' means the individual(s) who has a Loan.

'Approved Loan Amount' means the total amount that you may borrow from us. It is shown on the front page of your Offer Letter.

'Community Partner' means Good Shepherd New Zealand Limited, Bank of New Zealand and any other organisation that Good Shepherd NZ partners with from time to time in order to deliver the Good Loans programme.

'Default Event' means any of the events listed in clause 7.2 (and for joint accounts, clause 6.7).

'Loan Drawdown Amount' means the amount drawn down to pay the supplier of your goods and/or services.

'Evidence of Intent to Purchase' means proof (which we find satisfactory) that you intend to use the Loan for the Loan Purpose.

'Good Loans Coach' and/or 'Financial Wellbeing Advocate' means the person that you deal with at Good Shepherd NZ or a Community Partner.

'Loan' means the loan provided to you under the Offer Letter or, as the context requires, the outstanding balance of your Loan.

'Loan Purpose' means the use for the Loan set out in your application form and approved by us.

'Offer Letter' means the letter we sent to you with the details of our offer to provide the Loan to you, and includes these Terms and Conditions.

'Personal Information' means the categories of information set out in the Good Loans Privacy Statement.

'Required Payment' means the minimum amount that you must pay at the agreed frequency from your First Payment Date, as detailed under 'Loan Drawdown details' in the Loan Drawdown Confirmation section of your Offer Letter.

'Term' means the time period over which you must repay your Loan, as shown in your Offer Letter. Your Loan Term starts on the day you draw down your Loan. This period will be determined and can be changed as set out in clause 3.

2. Drawing down your Good Loan

2.2 Last date to drawdown

You have 45 days from the date of our Offer Letter to draw down your Loan. If you do not draw down your loan within 45 days of this letter you will need to start a new loan application.

2.2 What you must give to us before drawdown

To draw down your Loan we must receive:

- a copy of your signed Offer Letter;
- a request to do so from your Good Loans Coach or Financial Wellbeing Advocate on your behalf; and
- Evidence of Intent to Purchase; and
- Evidence you have set up your regular Required Payments,

and we must be satisfied that your financial position has not materially deteriorated since the date of the Offer Letter.

2.3 Loan made available to complete your Purchase

If the conditions in clause 2.2 are satisfied we will make the Loan available to you by paying the amount that is required under the Evidence of Intent to Purchase (which must not be more than the Approved Loan Amount) to be used for your Loan Purpose.

2.4 You must use your Loan for the Loan Purpose

Unless we have provided you with written approval, you may

not use the Loan or any part of it for any purpose that is inconsistent with the Loan Purpose.

2.5 One draw down only

Only one draw down is permitted. If you do not draw down the full Approved Loan Amount the un-drawn part will be cancelled. You will not be able to draw down that amount later.

2.6 No reborrowing

You cannot reborrow any amount you repay on your Loan.

3. Repayment

3.1 Required Payments

We will confirm the Term and the amount of your first Required Payment in the Loan Drawdown Confirmation section of your Offer Letter.

You must make the Required Payment at the agreed payment frequency by the method for making payments set out in clause 4.2. If at the end of the Term the Required Payments have not been enough to repay the outstanding Loan amount in full, and you have not contacted us to arrange a variation to your payments, you must pay an additional amount on the last day of the Term to reduce the Loan balance to zero.

Your Required Payments will be affected if:

- you are ahead or behind with your payments;
- we change the Term of your Loan under clause 3.3; or
- we change the maximum loan length limit for Good Loans (see clause 3.3).

3.2 Voluntary additional repayments

You may pay more than the Required Payment (by lump sum at any time or by paying more than the Required Payment on any payment date) at any time, as long as the additional payment is made in a way that complies with these Terms and Conditions. You may make additional payments on your Loan at any time without fees or charges.

3.3 Changes to the Term of your Loan

You may request that we change the Term of your Loan by contacting us in any of the ways set out in clause 15. If we agree (at our discretion) to make a change, we will tell you about the change not later than the date we provide your next monthly statement to you.

We may at any time change the Term of your Loan so that it is not longer than the maximum loan length for Good Loans. If we do so your Required Payments will be adjusted to the extent necessary so that they continue to reflect the amount we need you to pay to make sure that your Loan is paid off within the revised term.

3.4 Crediting your payments

We will credit any payments to your Loan as at the date we receive the payment. This is not necessarily the same day as you make the payment. We may adjust debits and credits later to accurately reflect your and our legal obligations (for example, because of an error, or because a payment is dishonoured). If we do this, we may need to make other changes.

4. Payments

4.1 Types of payments

There are two types of payments you can make on your Loan – Required Payments (see clause 3.1) and additional payments (see clause 3.2). Required Payments are the amount you must pay regularly at the agreed payment frequency. Additional payments are payments you can choose to make if you want to – by making additional payments you will pay your Loan off

faster.

4.2 Making Required Payments

Your regular Required Payment should be paid at the agreed payment frequency.

4.3 Making additional payments

You may make additional payments by:

- a) transferring funds from any bank direct to your Loan;
- b) arranging regular automatic payments from your bank account to your Loan;
- c) if you are registered with internet or telephone banking at another bank, making a bill payment to your Loan.

Once an additional payment has been made to your Loan you cannot reborrow that amount. We recommend that you talk to your Good Loans Coach or Financial Wellbeing Advocate before you make any additional payment.

Bank transaction fees might apply to some of these payment options. You should check your bank's terms and conditions.

4.4 You must make all payments in full

Whenever you owe us money you must pay the full amount due to us, for example, you must pay us the full amount of each Required Payment.

5. Your Loan

5.1 Availability of Loan

Good Loans are only available to 'natural persons' (that is, individuals).

5.2 Checking your identity

We may from time to time require proof of your identity or the identity of any person you authorise to operate your Loan (see clause 5.8). We will tell you what form of proof is acceptable to us.

5.3 Instructing us

Subject to any conditions we set from time to time, we may allow you to give instructions in respect of your Loan by telephone, email, or by any other written, electronically communicated or verbal method acceptable to us.

Except where the law does not allow us to, we may give effect to instructions on your Loan that are authorised before your death.

5.4 Authority

You authorise us to act on your instructions (and those of your designated Good Loans Coach or Financial Wellbeing Advocate in relation to draw down) relating to your Loan. We may refuse to act on your instructions (or the instructions of your Good Loans Coach or Financial Wellbeing Advocate) where we believe we have good reason to do so. We will not be liable to you if we do not act on your instructions.

5.5 Set-off

If you owe us money, we can exercise rights of set-off and take money from any loan you have with us that is in credit and use that to pay the money you owe us.

5.6 Rights to your Loan

We can assign and/or transfer all or any of our rights or obligations in relation to your Loan without your consent and without telling you first. We will not tell you about any assignment or transfer we have made unless we are required to by law. You may not assign, transfer, give security over or declare a trust of any of your rights or obligations in relation to your Loan.

5.7 Statements

A record of all amounts debited from (charged against) and credited to (paid into) your Loan over the previous month will appear on each monthly statement we give you for your Loan. Your monthly statements should be kept in a safe place so that you can refer to them if needed.

5.8 Authorised Persons

If you want to authorise another person to give us instructions in relation to your Loan they will need to complete any authorisation and identification form(s) we require. If this is not possible, we might accept a copy of a power of attorney that shows that person is your attorney.

6. Joint Loans

6.1 Joint Loans

We may, at our discretion, allow you to establish and operate a joint Loan. If we do this clause 6 will apply.

6.2 Joint Loan operation

Any one Borrower of a joint Loan can operate and instruct us to act in relation to the joint Loan, provided that only your designated Good Loans Coach or Financial Wellbeing Advocate may deliver a drawdown request.

6.3 Liability

Each Borrower of a joint Loan is liable to us alone and together, in respect of any amount owing to us on that Loan. This means that we may ask any one of you to pay part or all of the money that is owed under a joint Loan. We do not need to ask any other Borrower to pay or contribute to any amount owing to us.

6.4 Dispute

If a dispute occurs between the Borrowers of a joint Loan, you must contact us immediately in any of the ways set out in clause 15. If there is a dispute, each of you should get independent legal advice. Where joint Borrowers are married, in a civil union or living in a de facto relationship, a separation of those owners is a 'dispute' which we must be told about.

6.5 Responsibility for disputes

We are not responsible for any dispute between you and any other Borrower.

6.6 Death of Joint Borrower

If any Borrower of a joint Loan dies, the remaining Borrower(s) automatically become the owner(s) of any credit balance on the Loan and have full authority to operate the Loan. Any liability a surviving Borrower(s) may have to us does not end with the death of any other joint Borrower.

6.7 Default under Joint Loan

For joint Loans, the following are Default Events (in addition to those set out in clause 7.2):

- a) there is a dispute between any joint Borrowers which is not resolved in a way acceptable to us;
- b) one joint Borrower attempts to withdraw, or notifies us of his or her intention to withdraw from the joint Loan; or
- c) an event in clause 7.2(e) occurs in relation to any joint Borrower.

6.8 Where a Default Event occurs

- a) We have the rights set out in clause 7.
- b) Each joint Borrower continues to be jointly and individually liable for any outstanding debt.
- c) We will not be liable to any joint Borrower for any

consequences of our decision to require you to repay the Loan and any other amounts payable by you under these Terms and Conditions in full and close the Loan.

- d) We will not be liable to any joint Borrower if we do not require repayment of the Loan and close a joint Loan when we could have done so.

6.9 Closure of Joint Loan by you

Any one of you can instruct us to close your joint Loan. In this case we will not be liable to the other joint Borrower(s) for any consequences arising from the closure. We will notify each joint Borrower of the closure as soon as possible. If any owner of a joint Loan requests removal of his or her name from that Loan we will treat that as a request to close that Loan. However, the joint and individual liability for all outstanding debt will remain until we receive repayment of the whole of that debt.

6.10 Notice to joint Borrowers

We will give any notices in relation to a joint Loan to the address set out in our records. Any notice given to one owner of a joint Loan is deemed to be sufficient notice to all joint owners of that Loan.

7. Default Events

7.1 What happens if you default

If a Default Event occurs we can:

- a) demand the immediate:
- repayment of your Loan;
 - payment of any other amounts payable by you under these Terms and Conditions; and
- b) close your Loan; and
- c) reduce your approved Loan.

None of our rights under clause 10, or any other right we may have, will be limited by our actions (or any failure by us to act) following any Default Event.

7.2 What are the Default Events?

Each of the following is a Default Event if it occurs in relation to a Borrower:

- a) you fail to pay any amount due to us when it is due under these Terms and Conditions or any other agreement you have with us;
- b) if we believe in our reasonable view that you have failed to comply with a material obligation you owe us (under these Terms and Conditions or any other agreement you have with us);
- c) you spend the money from your Loan on something other than the Loan Purpose;
- d) there is a change in your circumstances or any event occurs which, in our opinion, is serious enough to affect your ability to pay any amount that is payable (or may be payable) to us under these Terms and Conditions;
- e) you die or any other event occurs to limit your legal capacity;
- f) you are declared bankrupt; an application is made to court to declare you bankrupt; or you make any agreement with your creditors;
- g) any person is entitled to take, or claims an interest in, any of your property or any claim is made against your property;
- h) information you or any other person has given us in relation to your Loan is, in relation to any material matter, incorrect, inadequate or misleading. For example, if information you gave us about your income and expenses is incorrect;
- i) you assign or dispose (or take any step or try to assign or dispose) of your interest in the Loan;
- j) an event set out in clause 6.7 occurs; or

- k) you do not give us any information we ask for from you or you do not consent (or withdraw your consent) to us collecting, holding, using or sharing your Personal Information as set out in clause 12.

8. Your Responsibility and Liability

8.1 What you agree to do

You agree:

- a) to draw down the full Approved Loan Amount (or a lesser amount that is required under the Evidence of Intent to Purchase) in one lump sum unless otherwise arranged with your Good Loans Coach or Financial Wellbeing Advocate;
- b) to use the Loan Drawdown Amount solely for the Loan Purpose;
- c) to pay at least the Required Payment regularly at the agreed payment frequency;
- d) to advise us of any change to your contact details (see clause 13.4);
- e) if your Loan is closed or we make a demand on you under clause 7.1, to immediately repay the Loan and pay all other amounts necessary to reduce the balance of your Loan to zero; and
- f) to advise your bank and any other party to cancel any authorities (e.g. automatic payments, direct debits) authorising payments to your Loan once your Loan is fully repaid and your Loan has been closed.

8.2 Your liability to third parties

You will be liable for all losses if you act fraudulently, either by yourself or together with any other person.

8.3 What you are not responsible for

You are not responsible for any negligent or fraudulent conduct by any of our staff.

9. Our Position

9.1 Liability

We:

- a) will not be liable for any claim that arises from acting reasonably on your instructions (or any draw down instruction received from your Good Loans Coach or Financial Wellbeing Advocate);
- b) will not be liable for any loss incurred by you or any third party due to matters outside our control;
- c) accept no liability for the loss or destruction of, or any delay in processing, instructions or other documents;
- d) will not be liable for either refusing to act on inconsistent instructions given in respect of your Loan or for acting on any one of those inconsistent instructions; and
- e) will not be liable for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person.

This does not affect any liability we may have to you under any laws that apply regardless of these Terms and Conditions.

9.2 Telephone and e-mail instructions

Despite anything else stated in these Terms and Conditions we:

- a) may refuse to act or delay acting on any instructions given where we believe that we have good reason to do so; and
- b) may, where your Loan can be accessed by telephone or by any electronic means, assume that any telephone or electronic instructions received using your secured access are authorised by you.

This does not affect any obligations we have to you under any laws that apply regardless of these Terms and Conditions.

10. Closing your Loan

10.1 You can apply to close your Loan

If you are a Borrower you can apply to close your Loan by:

- a) calling us on 0800 466370; or
- b) emailing us at support@goodshepherd.org.nz.

You will need to repay your Loan in full before we are able to close your Loan.

10.2 Closure after full repayment

Without limiting any other rights we have under these Terms and Conditions, we will close your Loan once you have repaid your Loan in full even though you have not asked us to.

10.3 Other Closure rights

We may, by notice to you, close your Loan where:

- an owner of a joint Loan dies (see clause 6.6); or
- a) any owner of a joint Loan instructs us to (see clause 6.9).

10.4 Amounts payable on closure

If your Loan is closed we can demand the immediate repayment of your Loan.

11. Errors or discrepancies

11.1 Contact us about errors or discrepancies

If you think an error has been made on your monthly statement or there is a discrepancy on your monthly statement, you must contact us in any way set out in clause 15 within 30 days of your statement closing date.

11.2 What if you are not satisfied?

If you are not happy with any action we take after you tell us you think there has been an error or discrepancy, you can make a complaint. See under 'Dispute Resolution' in the 'Important Information' section at the front of these Terms and Conditions for details.

12. Information about you

12.1 Personal Information

To offer and/or provide you with Good Loans products or services, we need to collect, use and disclose your personal information in accordance with our Good Loans Privacy Statement. Our Good Loans Privacy Statement sets out the purpose of this collection, details of how the personal information may be used or disclosed, your rights to that personal information (such as access and correction), our legal obligations and the consequences of not providing the information. The Good Loans Privacy Statement covers personal information for all Good Loans products and services, and all our interactions with you. The Good Loans Privacy Statement is available on our website - goodshepherd.org.nz.

As stated in our Good Loans Privacy Statement:

- a) You may be required to consent to us collecting information about you from credit reporting agencies, which we use to assess your credit worthiness. We will ask for your consent during the application process.
- b) At times, we may disclose information about you to credit reporting agencies, debt collection agencies or law firms as part of our debt recovery process.

12.2 Community Partners – information

Good Shepherd NZ and the Community Partners share your information with each other, and (if relevant) with the bank that provides us with the funding to lend to you. This is in order to manage and administer the Good Loans programme, including in relation to your application, loan offer, and ongoing

ability to manage the loan.

The Community Partners are also required to share your information with their funding partner, the Ministry of Social Development and applicable parties in order to meet all their reporting requirements and for research purposes. Any information shared for these purposes will not identify you in any way, and will only be used for analysis, evaluation, reporting and research purposes.

13. General

13.1 Financial difficulty

Please contact us immediately if you are in financial difficulty and believe you may not be able to meet your obligations to us. Please call us on 0800 466 370 or email support@goodshepherd.org.nz.

13.2 More information

You may ask us for information about your Loan at any time. This includes copies of previous statements.

13.3 Changes to Loan

Changes to your Loan may only be made by the Borrower. Where there is more than one Borrower, changes can be made by either Borrower (see clause 6.2).

13.4 Your contact details

You must notify us promptly of any change to your contact details (including address, telephone details and email address if applicable) by contacting us in any of the ways set out in clause 15. Until you do, we will assume that the contact details we hold for you are correct.

14. Electronic disclosure

14.1 Consent to electronic disclosure

You consent to us:

- c) meeting any disclosure obligations to you under the Credit Contracts and Consumer Finance Act 2003; and
- d) sending you other notices and communications in relation to your Loan,

in electronic form and by electronic communication (if applicable). You agree that this may include us sending you an email, to the most recent email address you have provided to us, with a copy of any disclosure statement and/or other information, including the terms of this agreement, attached to the email in PDF form.

14.2 Time of receipt

You agree that any electronic communication is treated as being received by you at the time that it leaves our information system. Please note that emails are transmitted over the internet which is an insecure public domain. There is a risk that emails could become corrupted, may not be delivered or may be delivered to the incorrect email address or intercepted.

15. How to contact us

You can contact us by calling Good Shepherd NZ on 0800 466 370, or by emailing support@goodshepherd.org.nz.

To write to us about your Loan, send your letter to:

Good Shepherd NZ
PO Box 49
Wellington 6140
New Zealand

Further information may be obtained on our website - www.goodshepherd.org.nz.