



Date: **DATE**

**Between:**

**Simplicity Home Loans Limited**

(the “Lender” and referred to in this Agreement as “Simplicity”, “we”, “us” and “our(s)”) )

**EXAMPLE CUSTOMER**

(the “Borrower” and referred to in this Agreement as “you” and “your(s)”) )

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**Loan Summary**

Simplicity Home Loans Limited is pleased to offer you a Simplicity First Home Loan as detailed in this Loan Summary.

The terms and conditions that apply to your Simplicity First Home Loan are set out in this Agreement, which is comprised of the following documents:

- This Simplicity First Home Loan; and
- Our Terms and Conditions of Loan.

When we refer to the “Agreement”, we are referring to all the above documents. The key terms of the Agreement are outlined as follows:

<b>Loan Amount</b>	\$ <b>AMOUNT</b>
<b>Purpose</b>	This Loan may only be used to purchase your first home
<b>Initial Unpaid Balance</b>	Nil
<b>Subsequent Advance</b>	We will advance the Loan Amount to you on the Drawdown Date
<b>Term</b>	<b>360 MONTHS</b> from the Drawdown Date
<b>Drawdown Date</b>	<b>DATE</b>
<b>Annual Interest Rate</b>	<b>FLOATING RATE</b>
<b>Default Interest Rate</b>	The Annual Interest Rate plus 5.00% per annum
<b>Security</b>	As per the Security Schedule below
<b>Total Interest Charges</b>	\$ <b>TOTAL INTEREST AMOUNT</b> as an estimate on the basis the floating Annual Interest Rate does not change throughout the

	Term of the Loan. <b>Please note that if the Annual Interest Rate changes, the Total Interest Charges will also change.</b>
<b>Fees and Charges</b>	There will be no Fees and Charges applicable to this Loan.
<b>Third Party Costs and Disbursements</b>	If in the event of default or otherwise, we incur costs and expenses payable to a third party, you will be required to pay these costs.
<b>Payments</b>	<p>Amount: \$ <b>PAYMENT AMOUNT</b> (principal and interest at the current Annual Interest Rate)</p> <p>Start Date: <b>DATE</b></p> <p>Frequency: <b>MONTHLY</b></p> <p>Number of Payments: <b>360 EQUAL PAYMENTS</b></p> <p>Total: \$ <b>TOTAL AMOUNT</b></p> <p>Loan payments will be made by direct debit from your nominated bank account to Simplicity's bank account as per the above payment details.</p>

### Security Schedule

Your Simplicity First Home Loan, all amounts you owe to us and your other obligations under this Agreement are secured by the Security, being:

- New registered first and only mortgage over the owner-occupied property at **123 EXAMPLE STREET, EXAMPLEVILLE**, Record of Title Identifier **XXXXXX**.

Simplicity uses Mortgage Memorandum 2018/4346.

The Security will secure the current and future money you owe us and other obligations with us. You must arrange to give us your Security by the Drawdown Date. You must also sign any security agreements or other documents or give any authority needed to register, perfect or maintain the Security.

You should be aware that if you do not keep your Payments up to date, or otherwise breach your obligations under this Agreement, or you give a security over the property to another person without Simplicity's consent, we may enter into possession of, and/or sell, the Security. If there is a shortfall in the proceeds of sale, you will remain personally liable for any shortfall to us.



### **Annual Interest Rate**

A floating Annual Interest Rate applies to your Simplicity Home Loan. At the date of you entering into this Agreement the Annual Interest Rate is **FLOATING RATE**.

The Annual Interest Rate is floating and may change from time to time. We may vary the Annual Interest Rate at any time. We will give you written notice of any variation to the Annual Interest Rate at least three months prior to any change taking effect.

### **Method of Charging Interest**

To calculate your interest, we'll multiply the Annual Interest Rate, as a percentage, by the unpaid balance of the Loan Amount. This amount is then divided by 365 to determine the amount of daily interest that you are charged. The amount of interest you are charged is due and payable by you in accordance with the Payment details contained in our Loan Summary above.

Interest on the balance of your Loan Amount will accrue daily based on a 365-day year calculation and will be debited monthly starting one month after the Drawdown Date, or on a specified date agreed by Simplicity.

### **Payments**

Your Loan Amount will be repaid by making **360 MONTHLY PAYMENTS** of principal and interest to Simplicity by way of direct debit. The first Payment will be one month after the Drawdown Date, or on a specified date agreed by Simplicity.

Your principal and interest Payments are set out in the Loan Summary above and are based on the current Annual Interest Rate. Please note that the Annual Interest Rate can change as above and this will affect the amount of your Payments.

On the expiry of the Term of this Agreement you will pay all principal and any other outstanding moneys due and payable to Simplicity.

### **Default Interest**

Default interest is payable if you do not pay any amount required to be paid under this Agreement when the Payment is due to be made. Interest is payable at the default rate on the overdue amount calculated on a daily basis until the overdue amount is paid. The default interest amount will be immediately due and payable.

Default interest will not be charged on any amount that is called up and becomes payable earlier than if there had not been a default.

### **Prepayment**

You may repay the balance of the Loan Amount in full or in part at any time. If you intend to prepay part or all of your outstanding Loan Amount, please contact us to make the appropriate arrangements.



## **Disclosure**

We will provide you with a copy of this Agreement incorporating the initial disclosure statement under the Credit Contracts and Consumer Finance Act 2003 to you prior to signing. We are also required by law to provide you with regular statements relating to this Agreement at intervals of not more than six months.

## **Consent to Electronic Disclosure**

You consent to us meeting our disclosure obligations to you under the Credit Contracts and Consumer Finance Act 2003 and sending you other notices and communications in relation to this Agreement in electronic form and by email. We will send notices and communications to **EXAMPLE CUSTOMER@EXAMPLE.COM**.

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.

## **Right to Cancel**

This Agreement is a consumer credit contract for the purposes of the Credit Contracts and Consumer Finance Act 2003, that Act gives you a right for a short time after the terms of your Agreement have been disclosed to you to cancel your Agreement.

If this Agreement is handed to you directly, you must give notice that you intend to cancel within five working days after you have received it. If this Agreement is sent to you by electronic means (e.g. email) you must give notice of intention to cancel within seven working days after the electronic communication has been sent. If this Agreement is mailed to you, you must give notice of intention to cancel within nine working days after the Agreement was posted. Saturdays, Sundays and national public holidays are not counted as working days.

If you want to cancel your Agreement you must give us written notice. You must also return to Simplicity any advance and any other property received by you in respect to your Agreement.

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 we are being unreasonable in any way, you should seek legal advice immediately.

## **Unforeseen Hardship**

If you are in financial difficulty it is important that you don't ignore the problem. Contact us as soon as possible if you are having problems meeting your repayments or think that you may experience difficulty doing so in the near future.



If you are not able to meet your obligations under this Agreement because of an unforeseen life event such as illness, injury, loss of employment, the end of a relationship or other reasonable cause, but you expect that a change to the Agreement would enable you to meet your obligations, you may apply in writing to have the Agreement changed in one of the following ways:

- extending the loan term so that the amount of each repayment is reduced; or
- postponing repayments for a specified period; or
- extending both the term of the Agreement and postponing repayments for a specified time.

We may, but are not obliged to, agree to a change to the terms and conditions of this Agreement.

You will be required to explain what changes to this Agreement will help you meet your obligations. For example, extending the term of this Agreement and reducing the amount of each minimum payment, or postponing the agreed dates for the minimum payments for a period of time.

There are limits on when and how often you can make a hardship application. You should contact us as soon as possible, if you leave it too long, we may not be able to help or consider your application.

### **Dispute Resolution**

Simplicity Home Loans Limited is a member of the Financial Services Complaints Limited ("FSCL").

If you have a complaint of any nature about this Agreement, you are encouraged to first discuss it with us. If you're still unhappy after we've reviewed your complaint, then you may want to refer the matter to FSCL. It is an independent resolution scheme and it is free to make a complaint. FSCL can help you to resolve any disagreements you have with Simplicity.

Contact details of FSCL are as follows:

**Address:**

Financial Services Complaints Limited  
Level 4, 101 Lambton Quay  
Wellington 6011

**Postal Address:**

PO Box 5967  
Wellington 6140

**Email:**

info@fscl.org.nz  
complaints@fscl.org.nz

**Telephone:**

0800 347 257  
+64 4 472 3725

**Fax:**

(04) 472 3728

### **Registration on Financial Service Providers Register**

Simplicity Home Loans Limited is a registered Financial Services Provider. You can find our registration details by searching for Simplicity Home Loans Limited, registration number FSP709331 on the Financial Services Provider Register at <https://fsp-register.companiesoffice.govt.nz/>.



### **Sending Notices to Simplicity**

You may send notices to us by sending us an email at [info@simplicity.kiwi](mailto:info@simplicity.kiwi).

Our postal address is Bizdojo, Level 3, 33 Hurstmere Road, Takapuna, Auckland, 0622, New Zealand.

Our registered office is AJK Stubbs, 24 Hamana Street, Narrow Neck, Auckland, 0622, New Zealand.

EXAMPLE



**Acceptance and Acknowledgement**

You acknowledge and confirm that you have read and understood each document comprising this Agreement and accept the offer of the Loan as set out above.

You acknowledge and agree to comply with terms of this Agreement and any requirements in relation to the Security provided under this Agreement

You acknowledge that for the purposes of initial disclosure under the Credit Contracts and Consumer Finance Act 2003, you have been provided with a completed copy of the Agreement (as defined in the Loan Summary, including a copy of the Mortgage Memorandum 2018/4346) and the other documentation relating to the Loan.

Signed by the Borrower/s:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**IMPORTANT – PLEASE COMPLETE**

**Notice Details of each Borrower:**

Name:

Address:

Phone:

Email: