

**ภาคผนวก ข**  
 กฎหมายของประเทศนิวซีแลนด์  
 พระราชบัญญัติสัญญาสินเชื่อและการให้สินเชื่อแก่ผู้บริโภค ค.ศ.2003  
 Credit Contracts and Consumer Finance Act 2003  
 Disclosure statement for consumer credit  
 contracts (other than revolving credit contract)

Statement date
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Important – The creditor is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about your consumer contract. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this disclosure statement and a copy of your consumer credit contract in a safe place.

This disclosure statement must be provided to you within 5 days of the day on which the contract is made. The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. **Note that strict time limits apply.**

**FULL NAME AND ADDRESS OR CREDITOR** This is the person providing you the credit.

You may send notice to creditor by:	Name .....
<ul style="list-style-type: none"> <li>● writing to the creditor at the creditor's postal address; or</li> </ul>	Physical address:.....
<ul style="list-style-type: none"> <li>● sending a fax to the number specified (if any); or</li> </ul>	Postal address:.....
<ul style="list-style-type: none"> <li>● sending an email to the address specified (if any).</li> </ul>	Fax :.....
	Email :.....

**CREDIT DETAILS**

<p>Initial unpaid balance</p> <p>This is the amount you owe as at the date of this statement (including any fees charges by the creditor.)</p> <p>\$.....made up of \$..... [describe any advance, charge, fee,  <div style="margin-left: 150px;">\$..... optional service, etc]</div> Less  <div style="margin-left: 150px;">\$..... [eg, payment received, deposit, trade-in  <div style="margin-left: 100px;">above, etc]</div> </div> </p>	
<p>Subsequent advance(s)</p> <p>This amount (or this amounts) will be provided to you by the creditor on the date(s) specified.</p> <p>\$..... [description, timing]</p> <p>\$..... [description, timing]</p>	<p>Total advances</p> <p>This is the total amount of all advances made or to be made to you</p> <p>\$.....</p>

**PAYMENTS** You are required to make each payment of the amount specified and by the time specified.

Timing of payments	Number of payments	Amount each payment	Total amount of payments
Frequency.....			
First payment.....			
Last payment.....	.....	\$.....	\$.....

**INTEREST**

<p>Annual interest rate(s)</p> <p>..... % fixed for the whole term of the contract, being..... [specify term of the contract] ; or</p> <p>..... % fixed for part of the term of the contract, being..... [specify period during which the annual interest rate is fixed]; or</p> <p>The base rate..... [name and description of base rate or rates]; or</p> <p>..... % above/below base rate..... [name and description of base rate; when and published or how ascertained; current annual</p>	<p>Total interest charges</p> <p>This is the total amount of the interest charges payable under the contract</p> <p>\$.....</p>
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interest rate or rates]	
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Interest free period

..... days/weeks/months/years. When interest will begin to accrue: .....

Method of charging interest

Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account ..... [specify frequency, eg. monthly, fortnightly]: or

Interest charges are calculated and charged at the end of each ..... [specify period, eg. month, fortnight] by multiplying the average unpaid daily balance for the preceding ..... [specify period eg. monthly, fortnightly] by a ..... [specify frequency, eg. monthly, fortnightly] interest rate. The ..... [specify frequency, eg. monthly, fortnightly] interest is calculated by dividing the annual interest rate by ..... [specify number of periods in a year, eg 12, 26]: or

Interest charges are calculated by ..... [specify description of other method of charging interest and frequency with which interest charges are debited].

### CREDIT FEES AND CHARGES

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 connect with contract.

Your credit contract may allow the creditor to vary this/these fee(s) and charge(s).

\$..... [amount or, if not ascertainable, method of calculation].....[description, timing]

\$..... [amount or, if not ascertainable, method of calculation].....[description, timing]

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

### CONTINUING DISCLOSE

The creditor may be required to provide you with regular statements. The statements will give you information about your account.

Statements will be provided..... [specify frequency, eg. monthly]

### WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest

The creditor has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. **if you fail to meet your commitments under the contract, then to the extent of the security interest, the creditor may be**

entitle and see this property.

..... [description of security interest, property, and extent to which debtor's to creditor are secure]

..... [description of security interest, property, and extent to which debtor's to creditor are secure]

Default interest charges and default fees

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the creditor to vary these fees and charges.

\$..... [description of the amount and how and when default fees become

\$..... payable]

### FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be to required to pay a fee or charge to compensate the creditor for any loss resulting from the full prepayment. The creditor may have suffered a loss if the creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the creditor for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulation 2004; or .....[alternative procedure]

Administrative costs/fees \$..... [description]

## RIGHT TO CANCEL

### 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—

- (a) to the creditor any advance and any other proper received by you under the contract (but you cannot do this if you have taken possession of any goods or if you bought any property at an auction or if the contract is for the sale of services that have been performed); or
- (b) pay the cash price of the property or service within 15 days of the day you give notice.

[\*Delete if the credit contract does not involve a credit sale.]

+You must also return to the creditor any advance and any other proper received by you under the contract.

[+Delete if the credit contract involves a credit sale.]

#### 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, email) 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, Sunday, and national public holidays are not continued 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 and fees for credit reports, etc): and
- \*(b) interest for the period from the day you received the property or services until the day you either pay the cash price for the property or service or return the property to the creditor.

[\*Delete if the credit contract does not involve a credit sale.]

+\*(b) interest for the period from the property or services or return the property to the creditor.

[+Delete if the credit contract involves a credit sale.]

This statement only contains a summary of your rights and obligation 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.