



SAVE MY BACON LOAN AGREEMENT AND DISCLOSURE STATEMENT

IMPORTANT INFORMATION:

- A. This document is Your loan agreement (the **Agreement**) with Save My Bacon Limited and incorporates the disclosure information required for the purposes of the Credit Contracts and Consumer Finance Act 2003.
- B. This Agreement is an important document and You should read it carefully. **If there is anything in this Agreement that You do not understand, You should seek independent legal advice.** Please keep this Agreement in a safe place.
- C. If You have any questions regarding this Agreement and disclosure information, or Your Loan, please contact Save My Bacon by calling 0800 27 28 36 and selecting option 1.

STATEMENT OF RIGHT TO CANCEL

The Credit Contracts and Consumer Finance Act 2003 gives You the right for a short period of time after the terms of this Agreement have been disclosed to You to cancel the Agreement by giving notice to Us.

How to cancel:

If You want to cancel this Agreement You must give Us written notice.

You must also return to Us any advance and any other property received by You under the Agreement.

Time Limits for Cancellation:

If the disclosure documents were sent to You by electronic means (for example, email), You must give notice that You intend to cancel within 7 Business Days after the communication is sent.

If the documents were mailed to You, You must give notice that You intend to cancel within 9 Business Days after they were posted.

What You have to pay if You cancel:

If You cancel the Agreement, We can charge You:

- (a) The amount of any reasonable expenses We had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports etc); and
- (b) Interest for the period from the day You received the advance until the day You repay the advance.

This statement only contains a summary of Your rights and obligations in relation to Your 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.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If You are unable reasonably to keep up Your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, You may be able to apply to Us for a hardship variation.

To apply for a hardship variation, You may contact Us by phone, mail, fax, or email to discuss your situation, then You need to:

- (a) make an application for a hardship variation to Us by telephone, mail, fax or email;
- (b) explain Your reason(s) for the application; and
- (c) request one or both of the following:
 - (i) an extension of the term of the Agreement (which will reduce the amount of each payment due under the Agreement); and/or
 - (ii) a postponement of the dates on which payments are due under the Agreement (specify the period for which you want this to apply).

Do this as soon as possible. If You leave it too long, We may not have to consider Your application.



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1. PARTIESTOTHIS CREDIT CONTRACT:

BORROWER:

Name: Mr Kevin Bacon
Address: 150 Lichfield Street Christchurch Central Christchurch 8011
Date of birth: 13-02-1990
Telephone: 00000
Mobile Telephone: 00000
Email: kevin@savemybacon.co.nz

CREDITOR:

Save My Bacon Limited
PO Box 1196, City Centre, CHRISTCHURCH 8140
Fax: (03) 343 1034
Email: loans@savemybacon.co.nz
NZ Financial Service Provider registration name: Save My Bacon Limited
NZ Financial Service Provider registration number: FSP41567
You may send notices to Us by mail, fax or email.

2. CREDIT DETAILS:

The initial Unpaid Balance of Your Loan is made up as follows:

- (a) \$300.00 , being the amount We will pay to Your nominated account(s) when Your Loan is fully approved and estimated to be 01-07-2021 ; plus
- (b) \$50.00 , being the Loan establishment fee; less
- (c) \$0.00 , being the amount of any promotional discount (if any) applied.

The total is \$350.00 , being the initial Unpaid Balance of Your Loan.

The term of the Loan is 01-07-2021 to 06-08-2021 .

3. INTEREST:

- (a) ANNUAL INTEREST RATE: 49.95% (or 0.1368% daily) fixed for the whole Loan Term of the Agreement. The daily interest rate is calculated by dividing the annual interest rate by 365.
- (b) METHOD OF CHARGING INTEREST: Interest charges are calculated by multiplying the Unpaid Balance of Your Loan at the end of each day by the daily interest rate. The daily interest charges are then summed for each day in the Relevant Repayment period and charged at the end of that Repayment Period.

The interest as calculated above is then charged at the end of the relevant Repayment Period.

- (c) TOTAL INTEREST CHARGES: \$9.22 , being Our estimate of the total amount of interest charges payable by You under this Agreement assuming repayment is made in accordance with the Loan Term.

4. FEES AND CHARGES:

- (a) FEES: Fees and charges (other than interest charges) that are or may become payable under this Agreement (and which are not included in the initial Unpaid Balance of the Loan) are specified below:
 - (i) Account maintenance fee: \$4.00 per month (or part thereof), charged on the last calendar day of each month or the day the Loan is repaid in full.



- (b) **DEFAULT CHARGES:** if You default, the following charges may be applied (at Our discretion):
 - (i) \$30.00 for any payment dishonour.
 - (ii) \$40.00 for any debt collection agency engaged.
- (c) **PAYMENT OF ADDITIONAL FEES:** You must pay Us these amounts when We ask for them to be paid in addition to the payments required by clause 5(b) of this Agreement. We can also debit any of these amounts to Your account even if We do not expressly ask You to pay Us.
- (d) **INDEMNITY:** You agree to indemnify Us against - and You must therefore pay Us on demand - for any liability, loss or costs (including consequential or economic loss) We suffer or incur:
 - (i) If You default under any Loan; or
 - (ii) In connection with any person exercising, or not exercising, rights under any Loan; or
 - (iii) In connection with any Loan with Us.

5. YOUR PAYMENTS

- (a) **TOTAL AMOUNTS TO BE REPAID:** \$367.22 ,including:
 - (i) the amount advanced to You,
 - (ii) the estimated interest, and
 - (iii) the payment of all fee(s),assuming the Loan is repaid during the Loan Term (with no Top-Up) and in the manner and time set out in this Agreement.
- (b) **PAYMENT SCHEDULE:** You are required to make the following payments:
 - (i) 5 payments of \$61.20 commencing on 02-07-2021 and then every week thereafter; and
 - (ii) A final payment of \$61.22 on 06-08-2021.Each period being a "Repayment Period".

Payments will be collected by direct debit. You agree to sign Our direct debit authority and agree to Us using this authority to collect any payments due under the Loan.
- (c) **ADJUSTMENT TO PAYMENT DATES:** We always seek to align Your Payment Dates with the dates that Your salary or wages are credited to Your bank account. If We become aware that the Payment Dates provided above differ from the dates that Your salary or wages are actually credited to Your bank account, then We reserve the right, and You expressly authorise Us, to adjust the payment dates accordingly (including bringing forward a payment date or dates where You are paid on an earlier date or dates). You will be notified of any changes to the Payment Dates within five Business Days of the change taking effect.
- (d) **AMENDMENTS TO AMOUNTS DUE:** If:
 - (i) We are required to adjust the Payment Dates of Your Loan as provided by clause 5(c) above; or
 - (ii) Your Loan amount is not paid to you on the date of Your application; thenWe reserve the right, and You expressly authorise Us, to adjust the amounts due based on the revised payment schedule and applicable interest rate and fees payable. You will be notified of any changes to the amounts within five Business Days of the change taking effect.
- (e) **OUR DETAILS FOR PAYMENT:** Our bank account name and number for payment is: Save My Bacon Limited, Bank of New Zealand, account number 02-0820-0132463-003. You may make a voluntary or unscheduled payment at any time.

6. OUR PAYMENT

- (a) **PAYMENT:** If You are approved for a Loan on any Business Day, We will make payment to Your bank on the same day.
- (b) **RESTRICTIONS:** We accept no responsibility or liability for any delay in payment to You resulting from matters outside Our control (including electronic communications, third party software, or payment systems issues or malfunctions) or from delay in receipt of information or documentation from You or Your employer.



7. WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS (DEFAULT):

- (a) **EVENTS OF DEFAULT:** You will be in default of this Agreement and the total amount of the Unpaid Balance will become immediately due and payable if:
- (i) You fail to make any payment by its due date; or
 - (ii) You provide false or misleading information to Us or commit fraud at anytime; or
 - (iii) You breach any terms of this Agreement, including by taking any action to prevent Us from notifying Your employer and/or enforcing the wage deduction authority; or
 - (iv) You become deceased, or insolvent or apply for bankruptcy or other relief from creditors; or
 - (v) We reasonably believe that repayment of Our Loan is at risk.
- (b) **CONSEQUENCES OF DEFAULT:** In the event of default, one or more of the following may apply (at Our discretion):
- (i) A repayment dishonour fee will be payable by You.
 - (ii) The total amount of the Unpaid Balance will become immediately repayable in full; interest will continue to accrue on the Unpaid Balance.
 - (iii) We will utilise the direct debit authority that We hold to take payments from Your bank account.
 - (iv) We will enforce or procure the enforcement of Our rights under this Agreement including, but not limited to, activating Your wage deduction authority by forwarding it to Your employer.
 - (v) You will be charged the reasonable legal fees and related costs of Our lawyer for recovering any amounts outstanding.
 - (vi) You will be charged all collection costs. We may make a claim against You in any appropriate court for payment of any overdue sums. You consent to Us serving any court documents to you by email, with a copy of the court documents attached to the email.
 - (vii) We will no longer provide a Loan to You and Your account may be closed.

For the avoidance of doubt, We do not charge any penalty interest on overdue amounts, but Our standard interest charge continues to apply to the full Unpaid Balance (see Section 3 "Interest").

- (c) **WAGE DEDUCTION AUTHORITY:** If You fail to make any payment by its due date and we are unable to contact You within five Business Days of the due date, We may activate the assignment of wages and/or wage deduction authority without further notice to You.

You authorise the assignment of wages and wage deduction authority for Our use at any time during the term of Your Loan and You acknowledge that We relied on Your assignment of wages and wage deduction authority when We agreed to enter into the Loan with You. Any deductions made pursuant to the wage deduction authority will be for instalment amounts which are the same as or less than the initial agreed instalments but otherwise at Our discretion and in accordance with Our obligations as a responsible lender.

8. EARLY REPAYMENT

- (a) **EARLY REPAYMENT:** You may repay Your Loan in full at any time prior to the Expiry Date, provided Your next scheduled Payment Date is at least one full Business Day after the intended date of repayment.
- (b) **REPAYMENT AMOUNT:** Please contact Us to obtain the amount required to repay Your Loan in full. We do not charge a fee for any loss resulting from full prepayment, but You will be required to pay the Unpaid Balance of Your Loan, including all interest and outstanding fees accrued up to the day of repayment.

9. EXTENSIONS & VARIATIONS

- (a) **EXTENSIONS:** This Loan may be Extended with the agreement of both parties. All Extensions are at Our complete discretion.
- (b) **VARIATIONS:** This Loan may be varied with the agreement of both parties. All Variations are at Our complete discretion.
- (c) **NOTIFICATIONS:** All Extensions and Variations will be confirmed by sending a message to your email address, Your mobile telephone via SMS, or by fax or posted communications with You. We will promptly update the details of Your Loan via Your online Save My Bacon account and notify You that the terms of Your Loan have been amended



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accordingly. Unless disputed by You by telephone or by email within 24-hours of notification of the changes, You will be deemed to have accepted the revised terms of the Loan and the terms of the Loan will be varied accordingly.

- (d) TIMING: You need to arrange an Extension or Variation at least one full Business Day before Your next scheduled Payment Date.

10. COMMUNICATION

- (a) NOTICES: You consent to notices being sent to You:

- (i) Email address: kevin@savemybacon.co.nz
- (ii) Mobile telephone: 00000
- (iii) Address: 150 Lichfield Street Christchurch Central Christchurch 8011

- (b) ELECTRONIC DISCLOSURES: We are required by law to provide You with Periodic Statements and Disclosures. You agree that this Agreement and any Disclosures can be provided to You, and You agree to receive such information electronically under the Contract and Commercial Law Act 2017 and the Credit Contracts and Consumer Finance Act 2003. We may (at Our discretion) provide information and disclosures, and related reminders or notices:

- (i) By posting them on the Save My Bacon website (www.savemybacon.co.nz);
- (ii) By providing a link to them on the website;
- (iii) By sending a message to Your email address and/or Your mobile telephone via SMS; or
- (iv) By posting information to your online account.

In order to access, view and retain Periodic Statements and Disclosures in electronic form, You must have a computer with Internet access. The minimum system requirements include software that supports transport layer security and Adobe Reader® version 9.0.

- (c) ONLINE ACCOUNT ACCESS: You acknowledge that You are able to electronically access the Save My Bacon website to electronically access and print Periodic Statements and Disclosures We provide to You. This information is available to You at any time.

11. DISPUTE RESOLUTION

- (a) COMPLAINTS: Any complaints You might have should be directed to Us at: Save My Bacon Customer Support: PO Box 1196, City Centre, Christchurch 8140; or may be emailed to: loans@savemybacon.co.nz.
- (b) FINANCIAL DISPUTE RESOLUTION SERVICE: If Your complaint is not resolved to Your satisfaction, You can contact Our independent dispute resolution service provider at: Financial Dispute Resolution Service, Freepost 231075, PO Box 2272, Wellington 6140, freephone 0508 337 337, www.fdrs.org.nz. This service can help You to resolve any disagreements You may have with Us. It is free to make a complaint to this independent dispute resolution scheme and the service will not charge you to investigate or resolve your complaint.

12. PRIVACY

- (a) ENDURING CONSENT TO OBTAIN INFORMATION: You agree as an Enduring Consent that, pursuant to the Privacy Act 2020, We may obtain:

- (i) read-only access to Your bank statements from Our bank verification service, and
- (ii) information from Your employer, and
- (iii) a consumer credit report about You, and
- (iv) any other credit-related information including your credit score and monitoring alerts and information from either a credit reporting agency or other credit providers,

for the purpose of:

- (v) assessing Your creditworthiness, and/or
- (vi) validating the employment information in Your Loan application, and/or
- (vii) collecting overdue payments relating to Your Loan.



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We may obtain this information on receiving Your application, on a regular basis during the term of the Loan, and at any time where You are in default.

- (b) **CONSENT TO PROVIDE INFORMATION:** You agree that, pursuant to the Privacy Act 2020, We are authorised to provide any and all of Your repayment history information relating to Your Loan to a credit reporting agency at any time, including after repayment of Your Loan. Such disclosure may be updated each month with the most recent repayment history information. We are also authorised to provide you with your credit score, credit-related information, and any general information.
- (c) **CONSENT TO USE OF INFORMATION:** You agree that information about You will be used primarily for administering Your accounts, data processing, data analytics, credit, risk or prudential management including assessment of credit limits and rates of interest and offering or providing banking and other financial services to You. You agree that information may be disclosed to another Save My Bacon company or a third party in connection with any of these purposes provided you agree that the recipient of the information is subject to an obligation of confidentiality in relation to that information. You agree that information may also be disclosed to a credit reporting agency in accordance with clause 12(b) above. Information may also be used to further the relationship between You and any Save My Bacon company and for marketing purposes. This purpose includes, without limitation, communicating with You via email, SMS, an online facility (without an unsubscribe facility), telephone or post about any products, services or promotions offered or distributed by any Save My Bacon company. Where personal information is provided to Us and/or disclosed by Us, We maintain and use that information in strict conformity with the Privacy Act 2020 and our Privacy Policy.

13. GENERAL TERMS

- (a) **NON-WAIVER:** No failure or delay on Our part in exercising any right, power, discretion or privilege (in part or whole) will operate as a waiver of that right, power, discretion or privilege. Provided however that We may release You (in whole or in part) from any obligations under this Agreement without prejudice to any other obligations which You may have.
- (b) **ASSIGNMENT:** You agree that We may assign Our rights, title and interest in the Loan at any time. You may not assign, in part or in full, Your rights, title and interest in the Loan.

14. DEFINITIONS AND INTERPRETATION

- (a) **DEFINITIONS:** In this Agreement, unless the context otherwise requires:

Agreement means this Loan Agreement.

Business Day means a day on which registered banks are open for business in New Zealand and ends at 11:59 pm on that day.

Creditor, We, Our or Us means Save My Bacon Limited (Company Number 2305910; FSP Number FSP41567) and its successors and assigns.

Debtor, You or Your means the person or persons named in Section 1 "Parties to this Credit Contract" above as the Borrower". If there is more than one person, it means each person separately and every two or more of them jointly. It also includes Your executors and administrators and successors and assigns.

Enduring Consent means that you consent to the collection and supply of information at the time of Your application in accordance with our Privacy Policy, this will apply at any time during the term of the Loan and for a period of up to twelve months after repayment in full.

Expiry Date means the last Payment Date referred to in Section 5 "Your Payments" above.

Extension means to refinance, renew, amend, or extend a Loan beyond its Expiry Date and "Extend" shall be construed accordingly.

Loan means the loan facility We agree to provide You under this Agreement.

Loan Term means the intended term of Your Loan as specified in section 2 "Credit Details" above.

Payment Date means each date for payment under the Loan as provided in Section 5 "Your Payments" above.

Repayment Period means the period described in clause 5(b) of this Agreement in respect of which payments under this Loan relate and fall due.

Unpaid Balance means the total amount owed by You under a Loan from Us at a particular time, and includes the amount of any advance made to You, all interest and finance charges, fees, and charges of every kind due.



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Variation means to alter, amend, or vary any of the terms of the Loan.

(b) **GENERAL:** Unless otherwise stated or the context otherwise requires, the Agreement will be interpreted as follows:

- (i) Headings are for reference only and should be ignored when construing the Agreement.
- (ii) The singular includes the plural and vice versa.
- (iii) A reference to a document includes any variation or replacement of it.
- (iv) Law means common law, principles of equity and laws made by parliament (and any consolidations, amendments, reenactments or replacements of them).
- (v) Anything (such as an amount) includes the whole and each part of it.

SIGNATURE AND ACCEPTANCE BY YOU

PLEASE SIGN BELOW TO ACKNOWLEDGE THAT:

- YOU HAVE FULLY READ AND UNDERSTOOD THE INFORMATION IN THIS AGREEMENT.
- YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND WILL PAY ALL AMOUNTS WHEN THEY FALL DUE.

SIGNED 01-07-2021

Kevin Bacon

Signature



01-07-2021 67136 383300

DATE: 01-07-2021
TO: Save My Bacon

Dear Sir / Madam

I have a new loan with Save My Bacon Limited.

To ensure the repayment of the loan in the event that I fail to repay the loan amount by the due date, I have signed this letter and the Wage Deduction Authority / Assignment of Wages below.

In accordance with section 5 of the Wages Protection Act 1983, please accept this letter and Wage Deduction Authority as my written consent to the payment of my wages, salary, commissions and holiday pay to be paid direct to Save My Bacon Limited upon presentation of this letter for the amount(s) and when so instructed by them.

Yours faithfully,

Kevin Bacon
.....

Signature

ASSIGNMENT OF WAGES

I hereby assign and transfer absolutely to Save My Bacon Limited (*Assignee*) all of my wages, salary, commissions, holiday pay and any other monies earned or to be earned while I am employed at Save My Bacon or any future employers to the amount as I may owe to the Assignee from time-to-time and this amount will be communicated to you by the Assignee as due and owing, being the full amount or instalments (as determined by the Assignee) of the amount advanced as well as interest and any other amount which the Assignee incurred by way of collection, recovery and legal fees.

I hereby irrevocably appoint Save My Bacon Limited my true and lawful attorney to take all proceedings and actions which may be necessary to give effect to the assignment or the recovery of any amount or amounts assigned in my name.

WAGE DEDUCTION AUTHORITY (PURSUANT TO S5 WAGES PROTECTION ACT 1983)

Section 5 of the Wages Protection Act 1983 requires me to provide my written consent to my employer for any deductions to be made from my wages. I, Mr Kevin Bacon
hereby authorise and direct my employer (Save My Bacon) and future employers to deduct ('the amount') from each pay period (as specified and communicated by the Assignee) from my wages, salary, commissions, holiday pay and any other monies earned and to pay that amount to:

Save My Bacon Limited	Bank of New Zealand	02-0820-0132463-003
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I hereby indemnify and release my employer and all future employers from any liability whatsoever in payment of any amount in accordance with the terms herein and acknowledge that my employer is required to comply with section 5 of the Wages Protection Act 1983.

SIGNED by

Kevin Bacon
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Borrower