

# Equity Release

Statement Date:

**This Disclosure Statement applies to the Loan Contract between:**

**BORROWER**

**MORTGAGOR**

**GUARANTOR** Not Applicable

(hereinunder collectively referred to as "you")

**and Wairarapa Building Society ("WBS") dated** (hereinunder referred to as either "your Loan Contract" or "the Loan Contract").

**IMPORTANT** – WBS is required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 ("CCCFA"). This document sets out the key information about your loan 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 loan contract in a safe place.

The law gives you a limited right to cancel the loan contract. See the statement of right to cancel below and your loan contract for full details of your right to cancel. **Note that strict time limits apply.**

## FULL NAME AND ADDRESS OF LENDER

You may send notices to WBS by:

- Writing to WBS at its postal address; or
- Sending a fax to the number specified (if any); or
- Sending an email to the address specified (if any).

Name:	<b>WAIRARAPA BUILDING SOCIETY</b>
Physical Address:	<b>75 Queen Street, Masterton</b>
Postal Address:	<b>P O Box 441, Masterton</b>
Fax:	<b>(06) 370 0076</b>
Email:	<b>wbs@wbs.net.nz</b>

## CREDIT DETAILS

1. The initial unpaid balance as at the date of this Disclosure Statement is Nil.
2. The subsequent advance(s) to be made under your Loan Contract is \$.

This is made up of:

(a) Loan Establishment Fee	\$
(b) Loan Advance	\$
<b>Total</b>	<b>\$</b>

The subsequent advances to be made under your Loan Contract are to be made as per Clause of the Loan Contract, following completion of all documentation. Your first advance will include a loan establishment fee of \$.

3. The total amount made available to you by WBS under the Loan Contract is \$. This amount is the credit limit as defined in the CCCFA.

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

<b>Timing of payments</b> Frequency: N/A First Payment: N/A Last Payment:	<b>Number of payments</b>  1	<b>Amount of each payment</b>  \$	<b>Total amount of payments</b>  \$	<b>Total amount of interest</b>  \$
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The total amount of payments is based on the Assumptions contained in the CCCF Regulations 2004 and the assumption that the funds available are drawn down at \$500.00 per month as set out in the Loan Contract. The other key assumption is that the interest rate will not change over the term of the loan.

**INTEREST**

1. **Annual Interest Rate**  
 % Variable. This rate will vary at the discretion of WBS.
2. **Method of Charging Interest**  
 Interest charges are calculated by multiplying the unpaid balance at the end of each day by the annual interest rate and then dividing the result by 365 (366 in a leap year). Interest is charged to your loan monthly.

**CREDIT FEES AND CHARGES**

The following credit fees may become payable to WBS under or in connection with your Loan Contract

Fee	When payable	Amount
Establishment Fee	Payable when the loan is made	\$
PPSR Fee	Payable when the loan is made which involves a registration by WBS on the PPSR.	\$50
Prepayment Fee	If your loan or any part thereof is subject to a fixed rate of interest (including as fixed by a prior interest review) and is repaid prior to due date, either in part or in full, then WBS reserves the right to charge an early repayment fee. Such a fee is calculated as follows, either:  (a) the cost to WBS as determined by any interest rate swap counterparty; OR (b) the amount prepaid multiplied by the difference between the 90 day bank bill rate on the date of prepayment and the rate applying to your loan on the same date, divided by 100 and then multiplied by the number of days your loan had to go before the fixed rate applying to it expired.  Should either of the above result in a charge of \$200 or less, no charge will be made.  The above formula is <b>not</b> the formula prescribed in the Credit Contracts and Consumer Finance Regulations 2004 or the Credit Contracts and Consumer Finance Amendment Regulations 2004.	Variable
Variation Fee	Payable when WBS agrees to change the structure of your loan.	\$250

Rate Fix Fee	Payable should you chose to fix the interest rate on your loan during the term of your loan.	\$250
Discharge Fee	If WBS is required to discharge (either partial or in full) any security held by it as security for your loan.	\$100

### CONTINUING DISCLOSURE

WBS will provide you with regular statements. The statements will give you information about your account. Statements will be provided at least every 6 months. You may elect to receive statements more often if you wish.

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

#### Security Interest

WBS has an interest in the property or properties listed below to secure performance of all of your obligations under the loan contract, or the payment of money payable under the loan contract, or both. **If you fail to meet your commitments under the contract, WBS may be entitled to repossess any of that property which is a vehicle or other goods or chattels, and may sell all or any of the property or properties below, regardless of whether it is land or chattels.**

If WBS does so but does not receive enough from the sale to repay the loan and interest in full, you will remain liable for any balance still owed to WBS.

You must not give a security in the goods described below to any person other than WBS and will be in breach of your loan contract if you do

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#### Default Interest Charges

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 WBS to vary these fees and charges.

Default interest is charged at a rate of interest which is 2% per annum higher than the rate that applies to your loan when you are **not** in default, and is charged at that higher rate on the amount that you have failed to pay, calculated on a daily basis from the time that the payment should have been made until the day that it is actually paid by you.

#### Default Fees

The following default fees may become payable under your Loan Contract if you make default:

Fee	When payable	Amount
Payment Dishonour Fee	Payable if any payment to WBS is dishonoured or reversed or unpaid.	\$15
Notice of Unpaid Rates	If WBS has to write to you because you have failed to pay your rates on time.	\$50
Payment of Unpaid Rates	If WBS receives formal demand to pay the rates you have failed to pay and subsequently has to make payment on your behalf	\$100
Notice of Unpaid Insurance	If WBS has to write to you because you have failed to pay the insurance on the property WBS holds as security for your loan.	\$50
Payment of Unpaid Insurance	If WBS has to have to pay the insurance premium you have failed to pay so that the property WBS holds as security remains insured.	\$100

In addition, all costs incurred by WBS in either remedying your default or undertaking a mortgagee sale or sale of any other non-land security will be charged to your loan.

## FULL AND PART PREPAYMENT

If you make payments in excess of the minimum required under your Loan Contract (Prepayment) then you **may** be required to pay a charge to compensate WBS for any costs incurred by it as a result of your prepayment.

No charge will be made if such a payment is made while your loan is on a variable rate of interest.

If the amount prepaid is made while your loan is on a fixed rate of interest (including a rate fixed following an interest review) then the charge payable is as follows, either:

(a) the cost to WBS as determined by its interest rate swap counterparty;

**OR** (where there is **no** interest rate swap counterparty)

(b) the amount prepaid multiplied by the difference between the 90 day bank bill rate on the date of prepayment and the rate applying to your loan on the same date, divided by 100 and then multiplied by the number of days your loan had to go before the fixed rate applying to it expired.

Should either of the above result in a charge of \$200 or less, no charge will be made.

The above formula is **not** the formula prescribed in the Credit Contracts and Consumer Finance Regulations 2004 or the Credit Contracts and Consumer Finance Amendment Regulations 2004.

## RIGHT TO CANCEL

### Statement of Right to Cancel

Under the Credit Contracts and Consumer Finance Act 2003 you are entitled to cancel the contract by giving notice to WBS.

#### Time limits for cancellation

You must give WBS notice that you intend to cancel the contract within 5 working days of the date you receive this contract (which will usually be the Statement Date shown on the first page of this Disclosure Statement), or within 7 or 9 working days if you first receive this contract by email or post.

Saturdays, Sundays, and national public holidays are not counted as working days.

To cancel, you must give WBS written notice that you intend to cancel the contract by –

- giving notice to WBS or an employee or agent of WBS; or
- posting the notice to WBS or an agent of WBS; or
- emailing the notice to WBS's email address (shown on the first page of this Disclosure Statement); or
- sending the notice to WBS's fax number (shown on the first page of this Disclosure Statement).

You must also within the same time return to WBS any advance or other property received by you from it under the contract.

#### What you may have to pay if you Cancel

If you cancel the loan contract WBS can charge you –

- (a) the amount of any reasonable expenses WBS had to pay in connection with the contract 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.

## 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 WBS for a hardship variation.

To apply for a hardship variation you need to –

- (a) make an application in writing; and
- (b) explain your reasons for the application; and
- (c) request one of the following:
  - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
  - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
  - both of the above; and
- (d) give the application to WBS.

Do this as soon as possible. If you leave it for too long, WBS may not have to consider your application.

## DISPUTE RESOLUTION

Details of the Dispute Resolution Scheme to which WBS belongs are as follows:

Name of Dispute Resolution Scheme: The Insurance and Savings Ombudsman Scheme

Making a complaint: It is free to make a complaint to this Dispute Resolution Scheme. This scheme can help you to resolve any disagreements you have with the creditor. The contact details of the Dispute Resolution Scheme are:

Phone: 0800 888202

Email: [info@iombudsman.org.nz](mailto:info@iombudsman.org.nz)

Website: [www.iombudsman.org.nz](http://www.iombudsman.org.nz)

Business address: Level 11, Classic House, 15 -17 Murphy Street, Wellington 6011

Postal Address: PO Box 10-845, Wellington 6011

## REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Details of WBS's registration on the Register of Financial Service Providers are as follows:

Registration name: Wairarapa Building Society      Registration number: FSP 27161