

Student Name:

School: **Mana College**



CREDIT SALE AGREEMENT:

TAX INVOICE

This credit sale agreement between the Vendor and Purchaser records that the Vendor agrees to sell to the Purchaser the goods and the Purchaser agrees to pay the Vendor the total balance to be paid on the Terms and Conditions set out in this Agreement.

Principal Terms: Details of Parties and Financial Terms

VENDOR ("us" or "we" or "our")	TE MANA O KUPE TRUST incorporated in New Zealand as a charitable trust board (Incorporation Number 2597762) GST Number:113-430-613
PURCHASER ("you" or "your")	Name: _____ Ethnicity: _____ (optional) Address: _____ Phone/Email: _____ Have you purchased a device from us before: Yes/ No
DESCRIPTION OF GOODS	FINANCIAL DETAILS (GST INCLUSIVE)
THE GOODS • 1 x Chromebook with a 3 year Warranty • Chromebook bag • 36 months insurance (no excess) SNID or S/N _____	Contract PRICE:\$475.00 LESS DEPOSIT: \$45 AMOUNT OF CREDIT: \$430.00
BALANCE TO BE PAID (INCL GST)	Balance of \$430 is to be paid on the following basis, please tick the appropriate option () Below on the payment schedule Weekly payments. 6 Months 26 payments \$16.53 [] 12 Months 52 Payments \$8.26 [] 18 Months 78 Payments \$5.51 [] 24 Months 104 Payments \$4.13 [] Fortnightly payments. 6 Months 13 payments \$33.07 [] 12 Months 26 Payments \$16.53 [] 18 Months 39 Payments \$11.02 [] 24 Months 52 Payments \$8.26 [] Monthly payments 6 Months 6 payments \$71.66 [] 12 Months 12 Payments \$35.83 [] 18 Months 18 Payments \$23.88 [] 24 Months 24 Payments \$17.91 []
DATE OF FIRST PAYMENT	



PLACE OF PAYMENT	All payments due under this Agreement must be made by automatic bank payment authority, as requested by us. If an automatic bank payment authority is not established, then until it is payment will be made to our bank account (account number 12-3254-0134205-50) at the ASB Bank, or to any other place or account notified to you by us.
VERIFICATION STATEMENT WAIVER	You waive the need for us to forward to you a copy of any verification statement in respect of any financing statement or financing change statement registered under the Personal Property Securities Act 1999 (" PPSA ") by us in connection with this Agreement, or prior arrangements with us. Unless otherwise advised, the first signatory below will be your contact person for the purposes of PPSA.
NOTICE OF QUALITY	You acknowledge that before this Agreement was entered into, the following defects in the goods were specifically drawn to your attention and accepted by you:
SIGNING DATE	Dated:
EXECUTION	<p>EXECUTED by you:</p> <p>_____</p> <p>Your Signature</p> <p>_____</p> <p>Your Name</p> <p>EXECUTED for and on behalf of the Trust (us) by:</p> <p>_____</p> <p>Trustee's Signature</p> <p>_____</p> <p>Trustee's Name</p>

Terms and Conditions of Agreement

1. Effect of Agreement and Acknowledgments

3.2 You have inspected the Goods and enter into this Agreement in reliance on that inspection and your own judgment as to the quality of the Goods and the fitness of the Goods for your purposes. You acknowledge that we do not guarantee that the goods are of any particular quality. Clauses 1.1 and 1.2 do not apply if the Consumer Guarantees Act 1993 applies to this Agreement. The Personal Property Securities Act 1999 ("**PPSA**") applies to this Agreement. Some provisions of Part 9 of the PPSA can be overridden by this Agreement. Those provisions of Part 9 of the PPSA are known as "non-mandatory" provisions. If any provision of this Agreement is inconsistent with those "non-mandatory" provisions of the PPSA, this Agreement prevails. In that case, we may exercise any powers given by the PPSA to a secured party that

has priority over all other secured parties, even if we are not a first ranking secured party.

1.5 Sections 121, 127, 129, 131, 133 and 134 of PPSA do not apply in respect of this Agreement or your rights in respect of the Goods.

1.6 We have purchased the Goods so that we can sell them to you. You acknowledge that this Agreement is subject to:
 (a) an agreement with Te Mana o Kupe in respect of the Goods; and
 (b) the rights that Te Mana o Kupe has in the Goods.

1.7 You will grant us a security interest (as defined in the PPSA) in the Goods and any proceeds (as defined in the PPSA) of the Goods as security for the due punctual payment and performance of all your obligations to us under this Agreement.

1.8 In this Agreement the term "us" includes our assignee, agents and authorised representatives.



2 We own the Goods until paid

Under this agreement we retain ownership of the Goods until you pay for the Goods in full. You acknowledge this arrangement. You do not obtain title of the Goods until the business day after:

(a) you have paid us in full.

3 Payment by You of Amounts Due

3.1 You will duly punctually and without demand pay to us the payments mentioned in the Principal Terms by:

(a) paying the Cash Deposit to us when you sign this Agreement; and

(b) paying to us the Instalment Payments on the Payment Dates using the Payment Method or such other payment method as we may designate to you in writing.

3.2 All payments must be made without deduction, counterclaim or set off and notwithstanding any damage to or loss of the goods (other than withholding or deduction required by law). If for any reason, any deduction or withholding for or on account of any Tax (a "Tax Payment") is required by law to be made from or in relation to any amount paid or payable by the Purchaser under the Agreement, the Purchaser will gross up the amount by paying to the Vendor such additional amount which, after the Tax Payment, will result in the net amount recoverable by the Vendor being the same as it would have been absent any requirement to make such Tax Payment. For the purposes of this clause, "Tax" has the following meaning:

Any present or future charge, deduction, duty, excise, fee, impost, levy, rate, surcharge, surtax, tax or withholding of any nature, whether direct or indirect, by whatever method collected or recovered and whatever called, imposed, assessed or levied by the Crown or any governmental or fiscal authority by or in accordance with any legislation (together with any interest, additional tax, penalty, fine, charge or fee imposed or made in respect of any of the foregoing).

3.3 You will sign any documents authorising the payment of the Cash Deposit and Instalment Payments which we may from time to time request. Those documents may include a direct debit authority.

3.4 You will sign any documents authorising the payment of the Cash Deposit and Instalment Payments which we may from time to time request. Those documents may include a direct debit authority.

3.5 We will credit each payment accepted by us (including a full prepayment) to your account either (at our discretion):

(a) as soon as practicable after we receive the payment (in accordance with section 46(2) of the Credit Contracts and Consumer Finance Act ("CCCFA")); or

(b) other than in respect of a full repayment, in accordance with the Payment Schedule, regardless of whether or not the payment is of an amount that is equal to the amount of the next scheduled payment.

3.6 We will refund overpayments. The Trust will make at least three attempts over three months to contact you directly or through your child's school in the case of an overpayment. If the Trust is unable to make contact after three months the overpayment will

be treated as funds that can be used by the Trust to advance the purposes of the Trust.

4 You will keep Goods in Good Order and Repair

4.1 You will take good care of the Goods. This means you will keep the Goods in good order

4.2 If you or anyone else alters the Goods, or adds any item to them, the alterations and additions will belong to us (as appropriate), until you own the Goods (see clause 2).

5 You will not Sell, Charge etc Goods or Assign Agreement

5.1 You will not sell, hire out or part with possession of the Goods.

5.2 You will not assign your rights under this Agreement, unless we consent.

5.3 You will not give any security interest over the Goods to anyone other than us.

6.0 You will Comply with Laws affecting the Goods

You will keep the Goods registered or licensed if required and will comply with all laws in relation to the Goods.

7.0 You will Notify Change of Address, Status or Serial Number

You will notify us in writing at once of any change of: your address; the place where the Goods are kept; or any registration or serial number for the Goods.

8.0 We may Inspect Goods

.You will allow us to inspect the Goods at all reasonable times.

9.0 Protection of our Interests

If we incur any expense in respect of the Goods or in performing any of your obligations because you have not performed them, you will repay those expenses to us when we ask you to.

You irrevocably appoint us (including every trustee), severally to be your attorney to apply for new Certificate of Registration for the Goods, and to do on your behalf anything else that you ought to do under this Agreement.

10.0 Repossession of Goods

10.1 Subject to the provisions of the CCCFA, we can repossess and sell, or organise the sale of, the Goods, or terminate this Agreement and sell, or organise the sale of, the Goods on 10 business days written notice to you if: (a) you do not perform any of the provisions of this Agreement;

(b) distress, execution or warrant seizure is issued against, or a lien is claimed, in respect of the Goods or the Goods are otherwise at risk;

(c) any court judgment against you remains unsatisfied for more than 7 days; or

(d) you become insolvent or bankrupt.

10.2 If this Agreement is terminated (subject to clause 11), all unpaid amounts will become immediately payable, even if not otherwise yet due.

10.3 We may purchase the Goods at any sale under clause 10.1 in full or part satisfaction of the debt, and if the Goods are attached to any other goods, we may remove them without being liable to you.

10.4 We are not liable if, for whatever reason, less notice than that required by clause 10.1 is given before we exercise our powers or if we advise you of the result of



any sale of the Goods by us later than required by the PPSA.

- 10.5 If our powers under clause 10 have become exercisable, you will be entitled to redeem the Goods before we sell them, by paying all amounts payable under this Agreement.

11.0 Early Payment by You

- 11.1 You may not prepay part of the outstanding balance under this Agreement unless we agree.
- 11.2 If we agree to you making a part prepayment, then the part prepayment must be in the minimum amount (if any) advised by us and such prepayment shall be credited pursuant to clause 3.4.
- 11.3 You may make a full prepayment of the outstanding balance under this Agreement.
- (a) the unpaid balance at the time of the full prepayment; and (b) any administrative costs incurred by the Vendor arising from such full prepayment or a charge equal to the Vendor's average administrative costs arising from full prepayments of agreements similar to this Agreement.

12.0 Cancellation by You

- 12.1 You can only cancel this Agreement:
- (a) if you have made a full prepayment pursuant to clause 11;
- (b) you are otherwise entitled by law to cancel this Agreement (other than pursuant to the CCCFA), in which case you must pay the amounts payable pursuant to clause 11, in respect of full prepayment, at the time of cancellation of this Agreement; or
- (c) as entitled by and pursuant to the CCCFA.

13.0 Variation of Agreement

No amendment to this Agreement will be effective unless it is in writing and signed by you and us.

14.0 Offsets by Us

If you do not make any payment when due, we can debit the amount to any other account you may have with us, or deduct it from any amount we owe you.

15.0 Notices

We will send notices under this Agreement to your address as shown in this Agreement.

16.0 Collection, Use and Disclosure of Information 16.1

From time to time we may collect and securely hold information about you. We will make every effort to keep personal details about you up to date. You may access and correct this information under the Privacy Act 1993.

16.2 We may use this information to:

- (a) consider your application for facilities, products or services;
- (b) administer, manage and monitor any facilities, products or services provided to you;
- (c) conduct market research, data processing and statistical analysis; and
- (d) unless you disagree, provide you with information about other facilities, products or services including selected third party products or services.

16.3 Any of our assignees may disclose information about you to their related companies (as defined by the Companies Act 1993), agents or contractors for the above purposes.

16.4 We may disclose information about you to credit reference agencies for the purpose of obtaining credit reports. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services.

16.5 If you default in any obligations to us then we may disclose information about you to credit reference or debt recovery agencies and it may be retained by them. Those agencies may provide that information to their customers who use their credit reporting services.

16.6 We may obtain information and make such enquiries about you as we consider is warranted from any source including from our related companies and credit reference agencies for the above purposes.

17.0 Assignment

We are entitled to assign or otherwise deal with all or any of our rights, title and interests under this Agreement. All of our rights under this Agreement will endure for the benefit of any of our assignees.

CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003

Disclosure Statement under Credit Contracts and Consumer Finance Regulations 2004

DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS

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 credit 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 working 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 OF CREDITOR This is the person providing you the credit



<p>You may send notices to the creditor by:</p> <ul style="list-style-type: none"> • writing to the creditor at the creditor's postal address; or • sending a fax to the number specified (if any); or • sending an email to the address specified (if any). 	<p>TE MANA O KUPE TRUST PO Box 50135 PORIRUA 5024 Fax: Email: jasmine@tmok.org.nz</p>
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CREDIT DETAILS

Initial unpaid balance

This is the amount you owe as at the date of this statement (including any fees charged by the creditor).

\$430 made up of	\$475.00	Purchase Price of Chromebook and other goods
	Less	Deposit
	\$45.00	

Total Advances

This is the total amount of all advances made or to be made to you: **\$430.00**

PAYMENTS – You are required to make each payment of the amount specified and by the time specified (please tick the appropriate option).

Weekly payments.

6 Months	26 payments	\$16.53	[]
12 Months	52 Payments	\$8.26	[]
18 Months	78 Payments	\$5.51	[]
24 Months	104 Payments	\$4.13	[]

Fortnightly payments.

6 Months	13 payments	\$33.07	[]
12 Months	26 Payments	\$16.53	[]
18 Months	39 Payments	\$11.02	[]
24 Months	52 Payments	\$8.26	[]

Monthly payments

6 Months	6 payments	\$71.66	[]	12
Months	12 Payments	\$35.83	[]	
18 Months	18 Payments	\$23.88	[]	
24 Months	24 Payments	\$17.91	[]	

INTEREST

<p>Annual interest rate 0% fixed for the whole term of the contract</p>	<p>Total interest charges 0% fixed for the whole term of the contract. This is the total amount of interest charges payable under the contract: Nil</p>
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CREDIT FEES AND CHARGES

No credit fees or charges will be charged under, or in connection with, the consumer credit contract.

CONTINUING DISCLOSURE

The creditor may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided 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 entitled to repossess and sell this property.

Security Interest: Specific security interest in the Netbook provided under the consumer credit contract securing all of your obligations to the creditor.

Default interest charges and default fees

No default interest or default fees will be charged under, in connection with, the consumer credit contract.

Full Prepayment

No administrative costs or compensation relating to full repayment is payable to the creditor under, or in connection with, the consumer credit contract.

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) return to the creditor any advance and any other property 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 services within 15 working days of the day you give notice.

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, Sundays, and national public holidays are not counted 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 fees 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 services or return the property to the creditor.

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 that the creditor is being unreasonable in any way, you should seek legal advice immediately.