

# Q Card Initial Disclosure Statement



**NOTE:** references to "you" or "your" are references to you as the customer and references to "we" are references to the Creditor

**IMPORTANT** –This disclosure statement should be read together with the email we issued to you with this disclosure statement that sets out the initial credit limit and any other matter for the purposes of disclosure under section 17 of the Credit Contracts and Consumer Finance Act 2003 ("Initial Disclosure Statement"). The Initial Disclosure Statement sets out key information about your consumer credit contract. Please read it thoroughly. If you do not understand anything in this document, you should seek independent advice. You should keep the Initial Disclosure Statement and a copy of your consumer credit contract (represented by the Q Card Terms and Conditions and your Q Card Vouchers and EFTPOS Receipts) in a safe place. Unless stated otherwise herein, terms defined in the Q Card Terms and Conditions have the same meaning in this Initial Disclosure Statement. The law gives you a limited right to cancel the consumer credit contract (see below for further details). **Note that strict time limits apply.**

**CREDITOR DETAILS** Full Name and address of Creditor (this is the person providing you with the credit): Consumer Finance Limited (Q Card), 31 Highbrook Drive, East Tamaki, Private Bag, 94013, Auckland 2241, Fax No (09) 5258595. Notices may be sent to the Creditor by writing to the Creditor at the Creditor's postal address or sending a fax to the number specified above.

**CONTINUING DISCLOSURE** We are required to provide you with regular Statements which will give you information about your account (e.g. any interest or fees charged during the Statement period) and the amount and timing of your payments. Statements will be provided monthly.

**INITIAL UNPAID BALANCE** This Initial Disclosure Statement is effective as at the date of the email we issued to you with this disclosure statement attached. Your initial unpaid balance (the amount you owe) will be the total of your Purchases made as at this date or nil if you have not made any Purchases.

**CREDIT LIMIT** Credit limit is as stated in the email we issued to you with this disclosure statement attached and in the welcome letter we issue you together with your Card.

**ANNUAL INTEREST RATE** The Standard Interest Rate applying to the facility is 25.25% p.a. (this may vary from time to time). The Standard Interest Rate applies to the Fees and Miscellaneous Plan and on expiry of the relevant Startup Interest Period(s) to the Flexi Payment Plans and Fixed Instalment Plans. Interest charged during the Startup Interest Period(s) may attract interest at a different rate and will be specified in the Q Card Voucher or your Statement. Interest charges are calculated by multiplying the unpaid balance for each Plan at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate applying to the Plan by 365. Interest is charged to your account monthly.

**ADVANCES** Each advance, including any to be made after the effective date of this Initial Disclosure Statement, is disclosed on the applicable Q Card Voucher or EFTPOS Receipt when you take up a particular Plan.

## CREDIT FEES AND CHARGES

The following credit fees and charges apply:

- Establishment Fee: up to \$55.00 calculated according to the costs incurred in approving your application and setting up your Card Account, which will be debited against your Fixed Instalment Plan or Flexi Payment Plan when you have made a Purchase in conjunction with your Application. Please see your consumer credit contract for full details.
- Account Fees: \$50.00 annual fee payable in two six monthly advance instalments of \$25.00 each to cover the costs of administering your Card Account.
- Advance Fee: \$35.00 debited to your Fixed Instalment Plan or Flexi Payment Plan each time you take up a Fixed Instalment Plan or Flexi Payment Plan
- Advance (excluding any Q EFTPOS Plan Advances). Advance Fees will be shown on the relevant Q Card Voucher. Advance Fees are calculated according to the costs incurred in processing and documenting the advance, and will vary depending on the Merchant from whom you have used the Advance

proceeds to Purchase Goods. Advance Fees form part of the application Plan unpaid balance.

- Cancellation Fee: \$0.00 should you cancel a Plan.
- Statement Reprint Fee: \$7.50 for up to 5 Statements, then \$1 per Statement thereafter, payable on each request for additional Statement copies.
- Card Replacement Fee: \$10.00 payable should a new Card be issued.
- Refund Fee: \$0.00 payable should you ask for any credit balance to be refunded to you.
- PPSR Registration Fee\*: \$3.00 debited against your first Fixed Instalment Plan or Flexi Payment Plan on or about the date you enter into such Plan and thereafter every five years before the expiry of the initial PPSR Registration.
- Fixed Instalment Plan Prepayment Fee: \$0.00 for covering our administration costs should you pay the unpaid balance of a Fixed Instalment Plan before the final payment is due.
- Variation Fee: \$16.50 payable on the variation of the repayment terms of any of your Plans.

**PAYMENTS** Payments required for the Flexi Payment Plans will be the greater of 3% of the closing balance shown on your Statement, or \$10.00 unless a Payment Holiday still applies. Payments required for your Fees and Miscellaneous Plan will be shown on your Statement. Payments for Fixed Instalment Plans are disclosed on the applicable Q Card Voucher. Payments are due monthly on the date shown on your Statement.

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

### Security Interest

We have a Security Interest over all goods Purchased via Fixed Instalments and Flexi Payment Plans while a balance remains outstanding under the particular Plan. The Security Interest secures performance of your obligations under the credit contract (i.e. all Plans) and the payment of all monies due under the contract. If you fail to meet your commitments under the contract then, to the extent of the security interest, we may be entitled to repossess and sell these goods. If we repossess and sell these goods but the proceeds of sale do not cover the full amount you owe us, you may continue to owe us money. You will be in breach of your obligations under the Q Card Terms and Conditions if you grant another creditor a Security Interest which might threaten our right to repossess the goods.

**Default Fees** The following fees and charges apply should you default under the contract:

- Default Fees payable under each separate event of default including default administration services and the issuing of default notices and/or statements in relation to collection activities and the age of the default:
  - Stage One: when we have not received payment in full on due date and a Statement issues showing an "overdue – please pay immediately amount": \$15.00;
  - Stage Two: when we have not received payment in full on due date and a Reminder Notice issues: \$15.00;
  - Stage Three: when we have not received payment in full on due date and an Overdue Notice issues: \$15.00; and
  - Stage Four: when we have not received payment in full on due date and a Final Notice issues: \$15.00.

In the event a part payment is received on an outstanding balance we may at our absolute discretion defer your transition through the various stages of the collection process. In the event of a serious default we may accelerate your transition through the various stages of the collection process.

- Repossession Fee and related fees as charged by an agent on repossessing, storage, tracking, or for general service in the event of a default.
- Collection Fee as charged by an agent in collecting money due by you.
- Sales and Commission Fee as charged by an agency relating to the sale of your goods if they are repossessed or surrendered to CFL including any legal fees.

**Default Interest** Where a default in payment occurs, we may charge default interest on the overdue amount while the default continues at a rate which is 5% above the Standard Interest Rate.

**STATEMENT OF RIGHT TO CANCEL** You are entitled to cancel your contract by giving written notice to us. **Time limits:** You must provide written notice that you intend to cancel to us within:

- 5 working days after you receive the disclosure documents by hand; or
- 7 working days after the disclosure documents are sent to you by electronic means (for example, by email); or
- 9 working days after the disclosure documents are sent to you by post.

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

**How to cancel:** To cancel, you must give us written notice that you intend to cancel your contract by:

- giving notice to us or to any Merchant; or
- posting the notice to us at the address specified in this Initial Disclosure Statement or to any Merchant.

You must also, within the same time, return to us any advance and any other property received by you under your contract.

**What you may have to pay if you cancel:** If you cancel your contract we can charge you:

- the amount of any reasonable expenses we had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc) and
- interest for the period from the day you received the advance until the day you repay the advance.

**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 need to:

- make an application in writing; and
- explain your reason(s) for the application; and
- request one of the following:
  - an extension of the term of the contract (if applicable) 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 (if applicable); and
- give the application to us.

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

**DISPUTE RESOLUTION** We are a member of the external dispute resolution scheme run by Financial Services Complaints Limited ("FSCL"), a scheme approved by the Minister for Consumer Affairs. It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreement you have with us.

You can contact FSCL:

By telephone 0800347257 or 04472FSCL (04 472 3725)

By email: [info@fsc.org.nz](mailto:info@fsc.org.nz)

By post: Financial Services Complaints Limited, PO Box 5967, Lambton Quay, Wellington 6145

By website: [www.fsc.org.nz](http://www.fsc.org.nz)

By fax: 04 472 3727

## FINANCIAL SERVICE PROVIDERS REGISTRATION

We are registered on the Financial Service Providers Register under the name Consumer Finance Limited with registration number FSP30663.

## CONSENT TO ELECTRONIC COMMUNICATIONS

We consent to receiving notices or other communications from you in electronic form.

\*To secure repayment of advances we make to you during our relationship we will take a security interest over all of the assets you purchase using your Q Card Account, until that purchase is repaid. See Q Card Terms & Conditions for more information about this and our relationship.