# door shop

#### DISCLOSURE

We are required to provide you with this disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This statement and the Conditions set out below contain the key information about your Revolving Credit. Please Take time to read this thoroughly. If you do not understand them, you should seek independent advice. You should keep a copy of this document in a safe place for your future reference. Your account is issued to you on the terms & conditions ("Conditions") set out below. When you signed the application for credit you are deemed to have accepted these terms & Conditions presented.

Name and Address of Creditor

Door Shop Private Limited T/A Door Shop, 103A, Harris Road, East Tamaki, Auckland (2013)

### Establishment fee

Upon opening a credit account with Door Shop Private Limited, An \$60.00 Establishment fee will apply to open an account with Door- shop Private Limited T/A Door Shop.

#### **Initial Unpaid Balance**

Your initial unpaid balance will be the total of your purchases made as at the date of the original contract, or nil if you have not made any Purchases.

#### Variation Disclosure

Following a successful payment history on your initial contract any future sales will be evidenced by a variation Disclosure document as set out in your new invoice/Application form.

#### **Default Fees**

In the event of a default or enforcement of your account, default fees are payable. These fees can be varied. Default Fees payable upon each separate event of default including default administration services and the issuing of default notices in relation to collection activities and the age of the default:

#### DEFAULT FEES:

Payment Stopped Fee \$30.00

CANCELLATION FEE \$80.00

Product Delivery Fee-Check with Our Friendly team or website, Catalogue.

Statement Request Fee- \$0

Missed Payment Fee -\$0

Payment Authority Cancelled Fee \$30.00

Interest \$0

Repossession Fee \$250

Field Visit Fee \$50.00

Service / Repair Fees: If a product is returned but is not covered under any warranty you may be liable for service, repair, parts and freight charges. These will be explained to you before any repair work commences (these charges can be added to your account

#### 1. Agreement

1.1. Door Shop Private Limited agrees to offer you credit for the purposes of purchasing goods from us. You agree to buy the goods on the terms and conditions contained herein and at the price advised by us at the time of purchase.

1.2. You have requested that we offer you a revolving credit service. We have agreed to offer You credit up to the Credit Limit set by the company. We may reduce the amount of the Credit Limit at any time and will advise you in writing when we do so.

#### 2. Your Account

2.1. All purchases, fees, interest charges, payments and credits will be transacted

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# through your Credit Account.

### 3. Use of Account

3.1. You must not let any other person use your account, and you will be personally liable for any credit obtained by any other person who does use it, providing the correct identification has been sighted by our representative.

#### 4. Payments

4.1. You are required to make your minimum weekly payments for the outstanding balance on your account. The payment due date will be specified on your revolving credit application.

4.2. Payment Options: We accept payments made by way of cash, direct credit to our bank account and credit and debit cards (MasterCard and Visa).

#### 5. Time and manner of payment

5.1. The time of payment for goods is stated in the Application for Revolving Credit & any continuing disclosure which may be required.

5.2. All payments must be made by Direct Debit/Automatic payment at the company's discretion unless you are paying the outstanding balance in full.

## 6. Credit Limit

6.1. Your Door Shop Private Limited Account allows you to obtain credit up to your Credit Limit. The Credit Limit is the maximum amount of credit including all fees and interest charges which you may obtain. You must ensure your Credit Account balance does not exceed the Credit Limit. You must immediately pay to us the amount by which the Credit Limit is exceeded, unless approved by management.

#### 7. Change of Address

7.1. You must notify us of any change to your address. If you move and do not advise us of a change of address, then you will be deemed to have received any statement or other notices we send to you at the address you last advised us as if you had not changed address.

#### 8. Time and manner of delivery

8.1. We arrange the delivery of your goods to your residential address within 14 working days of the full deposit being paid. Any timeframe for delivery is an estimate only and we will not be liable for any delay in delivery. You shall not be entitled to cancel any purchase because of delayed delivery.

8.2. Where you are not home to accept delivery, we may at our discretion either retain the goods at our offices for your collection or we will deliver via signature required courier.

#### 9. Delivery of goods to carrier

9.1. If you do decide to cancel your order with Door Shop Private Limited after it has been delivered, this may only be done at the company's discretion.

#### 10. Place of delivery

10.1. Where the Application for Revolving Credit specifies your address delivery shall be made to that address, And the goods purchased must remain at the address we have on our system for you, you must advise us if the address changes.

### 11. Fitness for purpose

11.1. You must satisfy yourself that the goods ordered/purchased are fit and suitable for the purpose for which they are required. We make no warranties or representation and expressly negates any implied or expressed condition that the goods will be suitable for a particular purpose or use for which you may use them. You accept all risk and responsibility for consequences arising from the use of any goods purchased from us.

#### 12. Unacceptable quality

12.1. If you have no opportunity to inspect any goods, then you will within two working days of the delivery of the goods to you, notify us of the unacceptable quality.

#### 13. Return of the goods

13.1. We shall at our option accept return of the goods to us within 5 working days from the time of delivery, provided they are in the same condition they were Delivered, including packaging and any accessories.

#### 14. Termination

14.1. If you no longer wish to use your account, you must contact us in writing to; Door



Shop Private Limited at 103A, Harris Road, East Tamaki, Auckland 2013 .We may cancel your right to use your account at any time, without reason or prior notice.

#### 15. Consumer

15.1. We give no warranty express or implied as to the quality, description, or fitness for any particular purpose of the Goods.

15.2. Where applicable, manufacturer's warranties will attach to the Goods.

15.3. Where the Consumer Guarantees Act 1993 applies you shall have all the rights and remedies provided under this Act but no others.

#### 16. Notice of defects

16.1. You must have regard to the nature of the goods, and the price, and consider any statements on the packaging or labels or by the manufacturer on the goods, or by us at the time of purchase, and any specific defects of the goods drawn to attention whether by written notice on display or otherwise.

#### 17. Delivery of goods

Delivery will be done once FULL DEPOSIT has been paid and be sent signature required courier to the customer or delivered by one of our staff face to face, in both situations' customer is liable to pay delivery fee (see the delivery fee in default fees column). After that the customer is fully liable for the care/condition of provided goods by us. Delivery may take up to 14 working days from the time the FULL DEPOSIT has been paid.

#### 18. Manufacturer's guarantee

18.1 We shall not be liable for any failure of any guarantee made by the manufacturer of goods other than as stated on the packaging.

#### 19. Privacy

You authorize us to disclose personal information about you to your employer, credit reporting and debt collection agencies in the event of any default in any sum owing to us, and also to any third party making an authorized enquiry about you. You understand that we are asking you for personal information so that we are able to credit check you, if necessary, and verify your employment with your employer. You understand that the credit reporting service will provide information about you and they may hold that information on their systems and use it to provide their credit reporting service. By completing an application, you agree:

(a) we may disclose information held about you to other credit providers, credit reference agencies and any other party that is authorized by you from time to time, with a privacy waiver signed by the customer.

(b) we may obtain. use and disclose any and all your information for the purposes set out above and you further authorize the release to us of any Information held by credit reference agencies and credit providers for the purposes set out above, with a privacy waiver signed by the customer.

We may use a credit reference agency in the future for purposes related to the provision of credit to you. You authorize us to give our credit reference agency information about any default in your payment obligations; We may contact any Government Departments, for the purposes of seeking information about me/us in the course of taking lawful recovery action for debt/goods supplied. Where the personal information may readily be retrieved, I/We shall have the access to it together with the right to request correction to information stored and the right to be notified of action taken in response to any such request, subject only to the payment of reasonable fees if requested by us.

#### 20. Correspondence with description

20.1. You must ensure before taking possession of any goods that the description or sample, correspond with those exposed for sale or with the sample or demonstration model and shall inform us immediately of any non-compliance within 5 working days.

20.2. Unless otherwise expressly agreed in writing, it is not a condition of this agreement or any order for goods that the goods and services will correspond precisely with such dimensions and specifications and customary tolerances or in the absence of customary tolerances, reasonable tolerances shall be allowed.

# 21. Notice

We shall accept service of notice at the address specified in the Credit Application. You agree to accept notice by way of personal delivery, letter, email or facsimile at the addresses supplied by you in the Credit Application. Any notice sent by personal service shall

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be effective immediately by delivery to the address specified in the Application for Revolving Credit. Any notice sent by letter shall be deemed to be delivered by posting to the address specified in the Application for Revolving Credit. Any notice sent by email shall be affected immediately upon delivery to the server providing your email service. Any notice sent by facsimile shall be affected immediately upon transmission to the number specified in the credit Application

(a) Door shop Private Limited accepts all forms of electronic communication for credit applications, sales invoices, correspondence, terms and conditions, credit contract disclosures, revolving credit applications, and any banking forms as required by Door shop Private Limited.

(b) All forms of electronic communication will be deemed as final only when a electronic confirmation has been sent to the consumer of Door shop Private Limited.

(c) Door Shop Pvt Limited New Sign-up applications will only be deemed confirmed if contact is made by a representative of Door Shop Private Limited by phone or electronic communication.

(d) Subject to any other period imposed by law, you will be deemed to have received any notice we give you five days following the posting date of such notice. We will send any notices to you at the last address we have for you on our records.

If you have a Revolving Credit Account, you hereby consent to receive disclosure or other information required to be provided to you by us under the CCCFA or otherwise be disclosed in electronic form and by means of electronic communication (e.g. by email), including electronic communication which provides you with information to allow you to access any disclosure or other information from our website or other website maintained by us whereby you can access any disclosure or other information required to be provided to you by us under the CCCFA or otherwise.

## 22. Sales invoices:

Sales invoices will be final, after the first sales invoice, any subsequent sales invoice will include a variation disclosure.

#### 23. Passing of risk and title

23.1 The Goods will be at your risk immediately on delivery. We suggest you insure the goods at full replacement value until legal and beneficial ownership of them has passed to you. If the goods are damaged or destroyed before legal and beneficial ownership of them has passed to you. you will hold the proceeds of such insurance in a separate fund and on trust for us.

23.2. Legal and full ownership of the goods will remain with us until payment made in full: (a) for the goods; and

(b) for all other amounts owing by you to us.

23.3. Until legal and beneficial ownership of the goods has passed to you, you will store the Goods at the address supplied on the revolving credit application (or any new address you may move to) supplied by you make or are likely to arrange with your creditors, have a liquidator (provisional or otherwise) appointed or are placed under statutory or official management.

#### 24. Variation of Terms& Conditions:

We may vary these Terms from time to time. We will give you reasonable notice of any changes to these terms and update the Terms on our website. Any varied Terms will only apply to new orders and Applications approved by us after the date of variation.

#### 25. Refund of Credit Balances:

If you have a existing ongoing revolving Credit Account and it is in credit due to overpayment, or the return of a product, please contact us to arrange for a refund of the outstanding balance.

#### 26. Variation of an Agreement:

Notwithstanding our obligations as a responsible lender, we may vary the interest rate, fees, or charges under any Agreement or Revolving Credit Account from time to time. If we do vary the interest rate, fees, or charges we will provide you at least one month's notice in advance of any such changes and comply with our disclosure obligations under the CCCFA.

#### 27. Unforeseen Hardship and Our Response on it:

If you're struggling financially and finding it difficult to make your repayments, please contact us immediately. We understand that things don't always go to plan, and we've

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got a range of options for customers who are going through difficult times. We offer all customers the option to make a hardship application when they're facing unforeseen circumstances. Every situation is different, with some events such as deaths, accident or illness being obvious reasons for hardship. But there are a whole range of different events that can put you in a position of financial difficulty. It could be a landlord requesting you move out or a sick child requiring you to take unpaid leave from work. Whatever it is, we can work something out. The best thing to do is give us a call and let us know of your situation. We can then run through all of your options and if you want to make a hardship application, you can do so by following the below guidelines. To apply for hardship please send us an email titled 'Hardship application' with the following information.

- Your full name and current physical address.
- Your current phone number and email address.
- The reason you're in a position of hardship.
- How much you can afford to pay at present and how frequently you can pay.
- How long you will need to get back on your feet (approximate).
- If you've spoken to anyone about your finances and if you'd be willing to meet with a budget advisor.
- There are a number of free and independent services available to help you with your finances. Visit www.sorted.org.nz or contact Money Talks on www.moneytalks.co.nz or 0800 345/123 for free independent budgeting tools and advice.

We will respond within one business day to let you know the status of your application. We will need you to send us a copy of your bank statements within three days of your hardship application, so we can verify your income and expenses, then come back to you with some options.

#### 28. Continuing Disclosure:

We are required to provide you with regular statements. These statements will give you information about your account (e.g., the payments you have made, the balance of your account, any fees charged during the statement period and timing of your next payments). If we provide you with access to the continuing disclosure information online and you elect to receive your disclosure in an electronic way, we will maintain at all reasonable times a website that will allow you to access information about your account. If you have elected to not access your disclosure information online we will provide to you a statement at least every six (6) months to the mailing address we have on record.

#### 29. Responsible Lending:

Door Shop complies with the Credit Contracts and Consumer Finance Act 2003, Credit Contracts and Consumer Finance Regulation 2004 and exercises the care, diligence, and skill of a responsible lender. The Responsible Borrowing Code sets out the guidelines for anyone taking out a loan and sets out the minimum requirements. The Responsible Lending Code sets out the requirements a lender must follow. In addition, Door Shop is member of the Financial Services Provider and FSCL Dispute Resolution. and takes it obligations as responsible lender seriously complying with all legislative requirements.

#### 30. Dispute Resolution:

If you have a complaint, you'll be pleased to know a Door Shop customer service Team Member is always ready to assist. Please complete the form under contact us at https://doorshop.co.nz/contact-us and we'll be back in touch as soon as possible. Or to talk to us right now, simply call on 0800267676. We will aim to resolve it within 5 Working days timeframe. If you don't get a satisfactory resolution from us, then you can take your complaint to the FSCL Membership No. 7422(Financial Services Complaints Limited). This is free independent dispute resolution scheme and can be contacted at: PO Box 5967 Wellington 6140 | 0800 347 257 +64 4 472 3725 info@fscl.org.nz | complaints@fscl.org.nz | https://fscl.org.nz/ Door Shop is also registered under the Financial Services Providers (Registration and Disputes Resolution) Act 2008 under registration number FSP615969 and is a member of the above dispute's resolution scheme.

#### 31. Glossary:

"CCCFA" means the Credit Contracts and Consumer Finance Act 2003 and includes any regulations under it.

"CGA" means the Consumer Guarantees Act 1993.

"Payment Schedule" means the schedule of payments set out in any Agreement or the invoice setting out the required payment in the Agreement.

"PPSA" means the Personal Property Securities Act 1999.

"PPSR" means the Personal Property Securities Register as maintained by the Registrar of

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Personal Property Securities.

"we" or "us" means Door Shop Private Ltd T/A DOOR SHOP or related company, its successors and assigns and anyone else claiming through Door Shop Private Limited. "You" means the person(s) named as the customer in any Agreement and if more than

one each of them jointly and severally and includes your executors, administrators and successors and any permitted assignee of your rights under any Agreement.

In these Terms: All headings set out above are for convenience only, and do not affect the interpretation of the Terms themselves. References to parties are references to us and you. References to any statute shall be deemed to be references to the statue as from time to time amended and includes provisions that substantially correspond to those referred to.

CONTACT PHONE NUMBER 0800267676 CONTACT EMAIL <u>doorshopnz@gmail.com</u> FINANCIAL SERVICE PROVIDERS #615969 PSCL MEMBER #7422 MEMBER OF:



**111 0800267676** 

# FULL DISCLOSURE STATEMENT

I HAVE READ AND AGREE WITH THE TERMS AND CONDITION AND DISCLOSURES SET OUT BY DOOR SHOP PVT LIMITED	
Name:	Date:
Signature:	