

Loan Agreement

Loan Agreement under Loan Deed

This Loan Agreement is entered into by reference to a Loan Deed (“Loan Deed”) made between the Lender, and the Borrower and Guarantor/s (if any) described below.

All loans and finance products made available under the Loan Deed are subject to the General Terms and Conditions (“General Terms”) attached to it as if they were set out in full in this document.

To secure all loans and finance products made available under the Loan Deed the Borrower and Guarantor/s has granted a security interest over other property (“Security Interest”) and granted a mortgage over land (“Mortgage”) upon the basis set out in clauses 5.1 and 6.1 of the General Terms. In addition special terms may apply to the loan or finance product recorded in this Agreement. Special Terms will over-ride general terms, if they are inconsistent.

The Lender (“Lender”) is Fifo Capital New Zealand Ltd trading as New Zealand Childcare Finance.

The Borrower and Guarantor/s each acknowledge receipt of a copy of this Agreement, and any addendum of Special Terms, the General Terms, each existing Security Document and also of the Memorandum of General Terms 2015/4326.

Parties

Borrower: Legal name
 Phone and email

Guarantor/s: Name/s.....

Lender: As stated in this Loan Agreement and the Loan Deed.

Borrower Operations

Bank account loan to be deposited into(must be same as the bulk funding is deposited into)
 Year’s trading..... Occupancy rate, % average per day

Are these up to date? PAYE GST Staff pay including holiday pay Income tax. Do you have an IRD payment plan? Yes No

What will you use this loan for

Next anticipated bulk funding amount \$ When is this due

Are you an ECC and/or ChildForum member?..... Have you submitted to MOE audited accounts?.....

Is the MOE clawing back payments previously paid?

Is there any reason whatsoever the MOE will not pay the next bulk funding in full?

Loan Schedule

Loan Principal Advance: (Loaned in multiples of \$5,000).....

Commencement Date: Actual date required

Repayments: In one lump sum on the Repayment Date.

Repayment Date: Next bulk funding date.....

Fee/Interest: For term loans for a Term of less than 30 days, administration fees shall be calculated at \$375.00 for each \$5,000.00 (or part thereof) advanced.

For term loans for a Term of more than 30 days but less than 60 days, administration fees shall be calculated at \$475.00 for each \$5,000.00 (or part thereof) advanced.

For term loans for a Term of more than 60 days but less than 90 days, administration fees shall be calculated at \$575.00 for each \$5,000.00 (or part thereof) advanced.

For term loans for a Term of more than 90 days, administration fees shall be calculated at \$675.00 for each \$5,000.00 (or part thereof) advanced.

Establishment Fee: Nil.

Late Payment Fee: 2.25% of the outstanding Monies Owed per month or part thereof, calculated monthly.

Payment Authority and Agreement

The Borrower to pay to the Lenders bank account 12-3109-0153258-00 or if instructed by the Lender the Lender shall direct debit the Borrower’s bank account.

Special Terms

Nil.

Executed by

Borrower

Director signature: _____
Director name: _____

Witness signature: _____
Witness name: _____
Witness occupation: _____
Witness address: _____

Director signature: _____
Director name: _____

Witness signature: _____
Witness name: _____
Witness occupation: _____
Witness address: _____

Guarantor

Guarantor signature: _____
Guarantor name: _____

Witness signature: _____
Witness name: _____
Witness occupation: _____
Witness address: _____

Guarantor signature: _____
Guarantor name: _____

Witness signature: _____
Witness name: _____
Witness occupation: _____
Witness address: _____

Lender

Director signature: _____
Director name: Nigel Thomson

Witness signature: _____
Witness name: _____
Witness occupation: _____
Witness address: _____