



LOAN agreement FORM

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| **LENDER DETAILS** |
| Lender | Newtown Ethical Lending Trust (Registered Charity CC48204) |
| Email | admin@ethical-lending.nz |
| Postal Address | PO Box 14221, Kilbirnie, Wellington 6241 |
| Bank Account (for loan repayments) | Newtown Ethical Lending Trust BNZ 02-0576-0049253-097 |
| **BORROWER CONTACT DETAILS** |
| Given Names (applicant 1) |  | Given Names (applicant 2) |  |
| Surname (applicant 1) |  | Surname (applicant 2) |  |
| Address |  | Address (if different to applicant 1) |  |
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|  |  |
|  |  |
| Home Phone  |  | Home Phone  |  |
| Work Phone |  | Work Phone |  |
| Mobile Phone |  | Mobile Phone |  |
|  Email Address |  |  Email Address |  |
| **BORROWER PERSONAL INFORMATION** |
| Age Range (applicant 1) | [ ] 19 and under [ ] 20-24 [ ] 25-34 [ ] 35-44 [ ] 45-54 [ ] 55-64 [ ]  65 and over |
| Age Range (applicant 2) | [ ] 19 and under [ ] 20-24 [ ] 25-34 [ ] 35-44 [ ] 45-54 [ ] 55-64 [ ]  65 and over |
| Ethnicity: |  |
| How long at current address? |  Years  | Months |  |
| Number of adult dependents residing with the applicant(s) (do not include the applicants in this number) |  |
| Number of child dependents residing with the applicant(s) |  | Ages of child dependents |  |

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| **LOAN DETAILS** |
| **Purpose of loan** |  |
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| **CREDITOR(S) TO BE PAID AT LENDER’S DISCRETION** |
| NAME | **REFERENCE** | **Amount** | **Bank Account** |
|  |  | $ |  |  | - |  |  |  |  | - |  |  |  |  |  |  |  | - |  |  |  |
|  |  | $ |  |  | - |  |  |  |  | - |  |  |  |  |  |  |  | - |  |  |  |
|  |  | $ |  |  | - |  |  |  |  | - |  |  |  |  |  |  |  | - |  |  |  |
|  |  | $ |  |  | - |  |  |  |  | - |  |  |  |  |  |  |  | - |  |  |  |
|  |  | $ |  |  | - |  |  |  |  | - |  |  |  |  |  |  |  | - |  |  |  |
| **TOTAL LOAN AMOUNT REQUESTED** | **$** |  |
| **IMPORTANT:****Please provide proof of amount sought for each creditor, their bank account number and a reference number (e.g. invoice, quote on letterhead, statement of account)****We will also require current proof of debt at the time of paying the loan.** |
| Repayment Amount (per week or fortnight) | $ | Repayment Frequency (tick one) | [ ] weekly [ ] fortnightly  |
| Term of Loan | \_\_\_\_\_\_\_ weeks or \_\_\_\_\_\_\_ fortnights  |
| Method of Repayment | [ ] Automatic Payment [ ] Benefit Redirection [ ]  Income Redirection [ ]  Other Please Specify |
| Advice Service: |  | Advisor Name: |  |
| How long have you been meeting with your Advisor? |  |
| **Please provide any additional information relevant to your application:** |
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| **Please check that all required supporting documentation is included:** |
|  Covering letter from your Advisor supporting your application |
|  Current budget  |
|  New budget (including the proposed loan from Newtown Ethical Lending Trust) that shows your ability to make the repayments  |
|  Bank statements for all bank accounts held by the applicants (for the last three consecutive months) |
|  Loan statements for all loans and other debts owing by the applicants (for the last three consecutive months) |
|  Documentation showing the creditors to be paid, the amounts to be paid and their bank account details |
|  AP / benefit / income redirection documentation for NELT loan repayments |
|  Evidence of Income and any other payments received if not shown on bank statement |
|  Evidence of any expenses not shown on bank statement |
|  Details of any outstanding debt not included in the creditors to be paid including documentary evidence |
|  Certified copy of photo ID (e.g. driver licence, passport or 18+ card together with birth certificate) |

This is a loan agreement between the Lender and the Borrower.

The Borrower and the Lender agree to be bound by the Terms and Conditions of lending as recorded in this agreement.

The Borrower confirms that all the information provided in this form and in support of this agreement is true and correct.

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| **SIGNATURES** |
| Lender’s Signature |  | Borrower’s Signature(s) |  |
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| Name | On behalf of the Newtown Ethical Lending Trust | Name(s) |  |
|  |
| Date | \_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_ | Date | \_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_ |

**PLEASE REFER TO THE TERMS AND CONDITIONS ON PAGES 4 AND 5 OF THIS FORM**

**IN PARTICULAR WE DRAW YOUR ATTENTION TO PARAGRAPH 1**

**TERMS AND CONDITIONS OF LENDING**

Definitions

“You” and “Your” means the Borrower(s) named in the loan agreement

“We” and “Us” means the Newtown Ethical Lending Trust.

“Loan Amount” means the amount you are borrowing from us.

 “Default” means that you have not made a repayment within a reasonable period of time after a payment date has passed.

1. INCURRING ADDITIONAL DEBT WHILE ANY PART OF THE LOAN AMOUNT REMAINS DUE TO US
	1. From the date of this application you agree that before you incur additional debt you will contact your budget advisor named on this form and discuss this matter with them.
	2. If you incur additional debt before any loan is made to you by us we may decide, at our sole discretion, not to continue with the loan.
	3. For the avoidance of doubt after we have paid the loan to you, you agree that before you incur additional debt you will contact your budget advisor named on this form and discuss this matter with them.

2. PAYMENT OF LOAN AMOUNT

## 2.1 Payment of Loan Amount

## We will lend you the Loan Amount. You agree to repay us the Loan Amount.

2.2 Payment to Creditors

We will pay the Loan Amount to the creditors that you have requested us to pay. You agree to let us pay your creditors and you confirm that the amounts you told us to pay, the bank account numbers and any reference numbers are correct.

2.3 Payment directly to you

If all parties agree, we may pay all or some of the Loan Amount to you directly. You must repay any amount that you receive from us directly.

2.4 Repayment of Loan Amount

You must repay the Loan Amount to us by making automatic payments to our bank account as described in the Loan Agreement.

3. CONDITIONS TO BE MET BEFORE PAYMENT IS MADE

3.1 Proof of Automatic Payment

 We will not pay you or your creditors until you provide proof that an automatic payment for repayment of the Loan Amount has been set up in the way anticipated by the Loan Agreement.

3.2 Approval by Trustees

We will not pay you the Loan Amount until our Trustees have approved the loan.

4. INTEREST AND FEES

4.1 No Interest

We will never ask you to pay us interest on any money you or your creditors have received from us.

4.2 No Interest Payable Following Default

If you are in default of your loan to us, we promise not to charge you interest on any overdue amount. We agree to be bound by this promise even if this agreement is cancelled for any reason.

4.3 Enforcement Fees

If you are in default, we can take any action that we consider necessary to recover the amount that you owe us. We can also recover, in addition to any amount overdue, any expenses actually and reasonably incurred because of your default, including collection fees and legal costs.

5. DEFAULT

5.1 Missed Payment

If you don't make your full payment on the payment day, then we will tell you within a reasonable time that you have missed a payment. You agree to let us and/or your budget advisor know as soon as possible if you have trouble making repayments

5.2 Repayment within a Reasonable Time

You will not be in default if you pay the overdue amount within a reasonable period of time of the payment day.

5.3 Cancellation of Contract and Enforcement

If you are in default, we may cancel this contract and take such steps as we consider appropriate to recover the total amount you owe us. Or, we may take any other enforcement steps as we consider appropriate.

5.4 Reasonable Time

It is for us alone to decide what a “reasonable period of time” is for the purposes of this agreement.

6. MISCELLANEOUS

6.1 Use of your Information

You agree that we may use any information in your application for the purpose of statistical analysis, record keeping and decision-making. You agree that we can disclose that information to any third party for these purposes. We agree that we will treat any personal information that we collect about you in accordance with principles of the Privacy Act 1993.

6.2 Communication with us

Our goal of lending money at no interest requires good communication and trust. You agree to do all you can to communicate honestly and promptly with us. You agree to let us and/or your budget advisor know as soon as possible if you have trouble making repayments, or if your contact details change.

6.3 Early Repayment

If you want to repay the Loan Amount early, you may, at any time, repay the full loan without penalty. If we have taken enforcement action against you and we have sought enforcement fees from you, then your repayment must include these fees.

6.4 Bankruptcy

If you are made bankrupt, this agreement will immediately cease in accordance with the Insolvency Act 2006 and we will lodge a proof of debt with the Official Assignee.

6.5 Survey

You agree that we can contact you during or after the term of the loan and ask you to complete a survey. The purpose of this survey is understand whether the loan has helped you, and how we can improve our services. You agree that you will do your best to accurately complete the survey and return it to us promptly.