TERMS AND CONDITIONS OF YOUR CONSUMER LOAN

These Terms and Conditions do not contain all the initial disclosure information we must give you before you offer to enter into your Contract with us. The rest of that information is contained in the Loan Schedule.

The meaning of capitalised terms is explained at the end of these Terms and Conditions.

1. Important things to understand about this Contract

1.1. "you" and "your" means the person who enters into this Contract with us, described as the 'Borrower' in the Loan Schedule. If there is more than one of you, it means each of you individually, and each group of two or more of you. It includes your executor, administrator and successor.

1.2. If there is more than one of you, every obligation in this Contract is binding on:

a. each of you individually; and

b. each group of two or more of you.

For example, we can require any of you to pay any amount owed to us under this Contract.

1.3. This Contract binds you when you sign the Loan Schedule and we accept your offer, even if:

a. another person named in it never signs it; or

b. it is not binding on another person who does sign it.

1.4. "We", "us" and "our" mean the person described as the 'Lender' in the Loan Schedule. However, if someone else acquires our rights under this Contract, these words mean that person.

2. How we make the Loan

2.1. You offer to borrow the Loan from us on the terms and conditions of this Contract.

2.2. We are not obliged to accept your offer.

2.3. We accept your offer on the date of and by virtue of advancing the Loan. This is the commencement date of this Contract the "Commencement Date".

2.4. If we accept your offer, we will pay the Loan in the manner set out in the Loan Schedule.

3. Repayment

3.1. You must repay to us the whole of the Loan then outstanding (together with all accrued interest and everything else you owe us under this Contract) on or by the Final Repayment Date.

3.2. You must make repayments at such times and in such manner as set out in the Loan Schedule.

4. Interest

4.1. You must pay us interest at the rate and at the times set out in the Loan Schedule.

4.2. Interest is calculated in the manner set out in the Loan Schedule.

4.3. Accrued interest charges will be debited to your loan account:

a. on any day that you make a payment (regardless of whether a payment was due on that date) and on the same day of the month as the Commencement Date for each month during the term; and

b. immediately before the Final Repayment Date or on the date you repay the Loan in full, if earlier.

4.4. Once interest charges are debited they become part of the Balance Owing.

5. Fees, Costs and Expenses

5.1. You must pay us:

a. all fees and charges in the circumstances indicated in the Loan Schedule and any changed or new fee or charge notified to you; and

b. any Enforcement Expenses we reasonably incur after a Default occurs.

c. An unsuccessful direct debit is considered a breach of the contract. A default fee is payable upon breach of the contract.

5.2. You authorise us to debit these amounts to your loan account. We may do so on or after either:

a. the date they become payable by you; or

b. in the case of Enforcement Expenses, the date they become payable by you or us or we pay them (whichever is earlier).

Once these amounts are debited they become part of the Balance Owing.

5.3. We may, at any time:

a. vary the amount, or frequency of payment, of any fee or charge; or

b. impose a new fee or charge.

Disclosure to you and to any Guarantor of such variation will be made in the manner required by sections 23 and 26 of the CCCFA, and by way of alternative publication under Regulation 5 of the Credit Contracts and Consumer Finance Regulations 2004 (which allow for disclosure by advertising at our place of business, advertising in certain daily newspapers and posting on our website).

5.4. If the Balance Owing is repaid in full before the Final Repayment Date otherwise than at your request (for example if we sell the Goods after a Default or we receive insurance proceeds), you must pay us:

a. the early termination fee specified in the Loan Schedule; and

b. all other fees, charges and expenses owing under this Contract.

6. Payments

6.1. You must make each payment by direct debit or in another manner acceptable to us.

6.2. If we ask, you must promptly sign and return to us a direct debit request (in the form required by us) directing your bank or other financial institution to make deductions from your account to make your payments to us.

6.3. We may treat any payment received by us after 4.00 pm as having been received on the next Working Day.

6.4. You must make each payment owing to us in full and on time. You must not make any deduction or adjustment (for example account transfer fees, deduction of amounts we owe you or someone else, setoffs or cross-claims).

6.5. We may in our sole discretion decline to accept a part prepayment from you.

6.6. If we accept a part payment we will credit it to your account at that time in accordance with the schedule of Repayments set out in the Loan Schedule.

6.7. You agree that we may delay, block or refuse to process any payment we receive from you or any other transaction we have with you without liability, if we suspect that:

a. the transaction or payment may breach, or cause us to breach, any law in New Zealand or overseas, or does not comply with any of our policies; or

b. the transaction or payment may directly or indirectly involve the proceeds of, or be applied for the purpose of, a criminal or unlawful activity including money laundering, financing of terrorism or fraud.

6.8. If:

a. we do not receive the full benefit of a payment purported to be made (for example, if a direct debit is dishonoured); or

b. we have to or agree to refund a payment,

that payment will be taken never to have been made, even if we issued a receipt. We may subsequently adjust debits and credits to your loan account to reflect accurately your obligations to us (including, by debiting any additional fees or interest charges to your account).

6.9. If a month does not have the same date as the Commencement Date (e.g. 31st of the month), the relevant payment is due on the last Working Day of the month and we may debit it on that day.

7. Your obligations with respect to the Goods

7.1. You must at all times:

a. keep the Goods in good repair, condition and working order;

b. service, repair, maintain and use the Goods in accordance with good practice and the specifications and recommendations of the manufacturer of the Goods.

c. ensure the Goods are safe (including by taking reasonable steps to keep the Goods secured against theft or damage while not in use) and (except for short periods when being serviced or repaired) fully operational;

d. replace any part of the Goods which becomes worn out, non-operational, destroyed, lost or removed, with an item of at least the same quality as the replaced item in its new condition;

e. pay for all repairs and services to the Goods promptly and by their due date.

f. keep the Goods registered in accordance with the law in your name;

g. maintain a current warrant of fitness or certificate of fitness (as applicable) for the Goods;

h. not remove the Goods from New Zealand;

i. strictly comply with all laws which in any way affect the Goods, including your right to have or use the Goods;

j. not use the Goods to provide commercial transport services, such as taxi or hire-car purposes;

k. insure the Goods in accordance with clause 11;

l. pay when due all rates, taxes, duties, assessments, levies, deposits and other amounts owing by you to any government authority, and other debts owing in respect of the Goods (although this does not stop you appealing in good faith against an assessment); and

m. do anything we ask and anything else you can, to protect our interest in and rights to the Goods, and your possession and control of the Goods.

7.2. If we ask, you must promptly tell us where the Goods are located and ordinarily kept.

7.3. You must ensure that we can fully inspect the Goods. We may inspect the Goods at any reasonable time, to assess the value of the Goods and to check that you are complying with this Contract. We will try to give you at least 24 hours' prior written or verbal notice of an inspection (except in an emergency or after a Default has occurred).

7.4. You indemnify us and any other person we authorise to exercise our rights under clause 7.3 against any claim, action, damage, loss, liability, cost, charge or expense (including legal fees and costs incurred on a solicitor and own client basis) that we or any other such person incurs, or any proceedings bought against any of us, as a consequence of any entry and/or inspection of any Goods pursuant to clause 7.3.

8. Things you must tell us and provide us with

8.1. You must notify us immediately when you become aware:

a. of any Default or expected Default;

b. of any loss or theft of, or damage to, the Goods;

c. of any change of your residential or postal address, telephone or mobile number; or

d. that any statement or representation you have made to us, or any information you have given us, is no longer true or correct.

9. You give a Security Interest over the Goods

9.1. You hereby grant a first ranking Security Interest to us over:

a. the Goods;

b. all Proceeds of the Goods (for example, any insurance proceeds for loss of, or damage to, the Goods);

c. any rebate of any insurance or warranty financed under this Contract; and

d. all of your present and future rights in relation to those Goods or Proceeds, or any insurance or warranty rebate,

to secure payment of the Secured Money and performance of all your other obligations to us under this Contract and all other Finance Documents.

9.2. If we ask, you must promptly provide any information, sign any document or do anything that we reasonably require to perfect our Security and maintain its priority over all other Security Interests.

10. Dealing with the Goods

10.1. You must protect our Security. In particular, you must not do any of the following without our Consent:

a. sell, transfer, lease, licence or otherwise permanently part with possession of the Goods;

b. create or allow to exist a Security Interest in the Goods or their Proceeds (except our Security, and Security Interests which arise solely by operation of law, which you discharge promptly after they arise);

c. use the Goods in a dangerous or negligent way, or where the risk of damage to the Goods or other property or people is higher than would be expected from normal use (for example, if the Goods include a motor vehicle, you must not use it for racing or rally driving, or drive it at speed or in situations which involve a higher risk than normal driving in normal traffic);

d. replace or significantly modify the Goods or any part of the Goods (including any replacement of or modification to the engine);

e. attach the Goods to any land, building or other property, or allow any accession to be installed in or affixed to the Goods without our prior written consent. You agree that any accessions attached to the Goods will become our property; or

f. change your name without first notifying us in writing at least 7 days before such a change takes effect.

11. You must insure the Goods

11.1. You must at all times keep the Goods comprehensively insured:

a. for the full insurable value (which we may specify);

b. in respect of any compulsory third party insurance and against fire, accidental damage, theft, storm and tempest and any other risks required by us;

c. with us as the loss payee and our interest as secured party noted on the policy;

d. so that the proceeds of any insurance claim are to be paid to us; and

e. subject to any other conditions that we may reasonably impose.

11.2. If we become entitled to enforce the Security, we may cancel that insurance and receive any rebate or refund of premium and credit it to your loan account.

11.3. You must:

a. make full disclosure to each insurer;

b. not do or fail to do anything which might cancel, reduce or prejudice any insurance (including paying all premiums);

c. not create or allow to exist any Security Interest on the insurance or the Proceeds of the insurance (other than our Security);

d. ensure that all insurance money in respect of the Goods is paid to us or as we direct; and

e. within 7 Working Days of any request from us, give us any information we reasonably request about insurance including proof of payment of premiums, that the cover is current and details of other insurance.

11.4. We may decide whether to use insurance proceeds (except for insurance proceeds payable to compensate liability to others):

a. to repair or replace the Goods, discharge a liability, or make good a loss; or

b. towards payment of the Secured Money (whether or not the Secured Money would otherwise have become due),

or partly to each.

11.5. Unless we Consent, you must not insure the Goods other than as agreed in this clause. If you do, you will be taken to do so in trust for us (so that we have the benefit of that insurance).

11.6. We may make, negotiate, and settle any insurance claims concerning the Goods if you fail to do so. You must help us do this, as we ask, and accept any settlement we agree with the insurance company. We will act reasonably when negotiating and settling any claim.

11.7. If you make a claim that the insurer refuses, then you must tell us. We can require you to give us your rights to take further action against that insurer on your claim.

11.8. If you do not take out and keep current all required insurance or, if you do not give us evidence of this on request, we may take out the insurance and debit the cost to your account, but we have no duty to do so.

12. Warranty

In deciding whether to enter into this Contract, we rely on everything you have told us, including about your financial affairs and all other things relevant to the Loan and to our assessment of whether the Loan meets your requirements and objectives.. You warrant at all times that all such information is true, up-to-date, complete and not misleading.

13. Default

13.1. A Default occurs if any of the following happens:

a. You fail to pay any sum due under this Contract or do not carry out any one (or more) of your obligations under this Contract fully and on time;

b. You do anything which you have agreed not to do under this Contract;

c. We believe that:

- we were induced by mistake or misrepresentation or your fraud to make the Loan, or you failed to disclose information to us that would be material to us when considering your application for the Loan;
- any warranty, statement or representation given by you to us was incorrect when given;
- the Goods (or any part of them) have been, or are likely to be, damaged or prejudiced; or

d. You or a Guarantor become Legally Incapacitated (or if there is more than one of you, this has happened to one or more of you);

e. Someone else has or claims a Security Interest in the Goods;

f. The Goods are seized, impounded, become subject to a restraining order of any kind, or are taken out of your control, you abandon the Goods or we believe in our sole opinion that any of the Goods are at risk;

g. A Guarantor does any of the above things or becomes subject to any of the above circumstances or seeks to discontinue further liability for the Balance Owing;

h. A default (however described) occurs under another Finance Document or other loan contract or Guarantee between us and you or between us and a Guarantor;

i. Any insurance we require you to arrange and keep under this Contract is cancelled without our prior written consent, or you do anything, or a situation arises, that may in any way prejudice, invalidate or result in the policy being cancelled;

j. You cancel the direct debit request we required you to sign under clause without our prior consent; or

k. Anything occurs which, in our opinion, has or may have a material and adverse effect upon your ability to perform any of your obligations under this Contract.

14. Consequences of Default

14.1. If you are in Default, without further notice to you, the Balance Owing shall immediately become due and payable and we may (subject to applicable law):

a. repossess and sell the Goods in accordance with the provisions of the CCCFA, but subject to you right to reinstate or settle this Contract conferred by sections 83ZB and 837E of the CCCFA;

b. enforce the Guarantee given by the Guarantor;

c. charge interest at the Default Interest Rate on the amount of the default and while the default continues, together with any default fees or charges set out in the Loan Schedule; and

d. exercise any other rights against you or any Guarantor including under

any other Security Interest granted by you or any Guarantor.

14.2. No delay in exercising all or any of our rights, remedies and Powers upon the breach of any covenant, condition or agreement shall operate as a waiver of any such breach or prevent us from exercising at any time all or any such rights, remedies or Powers.

14.3. We may exercise our rights in respect of any default notwithstanding the acceptance of any amount of the Balance Owing by us after any default.

14.4. Nothing in any part of this clause 14 shall prejudice our rights if the Goods are at risk and we have rights over at risk property as permitted by Part 3A of the CCCFA.

14.5. You authorise us to enter any premises to gain access to, or collect the Goods and Proceeds for any purpose permitted under this Contract and you promise to pay on demand the cost of any liability which arises.

15. You appoint us as your Attorney for some purposes

15.1. By way of security, you irrevocably appoint us as your Attorney (but for our benefit and not subject to your direction), to do in your name:

a. each thing you are required to do under this Contract but have not done; and

b. each thing which we are entitled to do under this Contract after a Default.

15.2. We may delegate our Powers as Attorney.

16. Dealing with the proceeds of the Goods

16.1. We are entitled to receive all compensation payments in relation to the Goods (for example, as a result of insurance proceeds, compulsory acquisition or damages or compensation of any kind). You transfer all your rights in relation to that money to us. Any such money that you receive will be held in trust for us. We have the sole Power to claim (on your behalf and our behalf) for compensation, and to make compromises and sign releases.

16.2. Unless a law otherwise requires, we may apply any money received by us under this Contract after a Default (including insurance proceeds or other compensation payments) as we determine.

17. Continuing Security Interest - discharge

17.1. You are not entitled to a release of the Security unless you have paid us all the Secured Money (we may wait for cheques or deposits to clear before accepting that a payment has been made).

17.2. If we give you a release of the Security and:

a. due to an error, we receive an amount less than the total Secured Money; or

b. a payment thought by us to be received is not actually received or has to be paid back for some reason,

then (as against you) the Security will be taken not to have been released, and you must, when we ask:

c. give us back the documents given to you, so that the Security continues; or

d. give us a new Security Interest over the Goods (or some other property acceptable to us),

to restore us to our original position (or as close to our original position as possible).

17.3. A release of the Security (including a discharge because we sell the Goods) does not release:

a. the Security Interest which we hold over the Proceeds of the Goods; or

b. you from any debt or other obligation still owing to us.

17.4. You must give us at least 14 days' prior notice of the date you want us to release the Security.

18. Statutory Powers and notices

18.1. The Powers of a secured party at law:

a. apply to us in addition to the Powers set out in this Contract; but

b. are excluded or varied (if legally possible) to the extent that they are inconsistent with the Powers set out in this Contract.

18.2. To the extent the law permits, you agree:

a. that nothing in sections 114(1)(a) (to receive notice of sale of goods), 116 (to receive a statement of account), 120(2) (to receive notice of proposal to take goods), 133 (to reinstate security agreement) and 134 (limit on reinstatement) of the PPSA will apply to this Contract or the Security;

b. to waive all of your rights under sections 121 (to object to proposal), 125 (damage to goods on removing accession), 126 (reimbursement to person with interest in other goods), 127 (refusal of permission to remove accession), 129 (notice of removal of accession), 131 (court order preventing removal of accession) of the PPSA; and

c. to waive your right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the Security.

19. Information

19.1. You must provide all information we believe we require to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 or any other laws in New Zealand or overseas. We may share this information with credit reference agencies, companies related to us or shareholders of us, agents, contractors, professional advisers, brokers, insurers and as otherwise required to meet our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

19.2. You and any Guarantor have a right of access to, and may request correction of, your personal information collected by us.

20. General matters

20.1. Time is of the essence for your obligations under this Contract.

20.2. Neither we nor any person acting on our behalf is responsible for any loss which happens in the exercise or non-exercise of any Power relating to a Finance Document. This clause is subject to any overriding law.

20.3. This Contract and our Powers and your obligations and liabilities under it will not be limited or discharged by anything that (except for this clause) might otherwise do so.

20.4. No Power in this Contract is affected by or merges in any other Security Interest, judgment or other Power we might have.

21. Entire Contract

21.1. This Contract sets out all the terms between you and us concerning our agreement to lend money to you. To the maximum extent permitted by law, this Contract supersedes any representation, promise or statement made by us.

22. Account balances and allocation of receipts

22.1. We may allocate any money we receive in relation to the Balance Owing, or otherwise from you, as we wish. This includes allocating between principal and interest, or allocating to any other amount you owe us. We have this right, despite any requested allocation or condition of payment to us.

22.2. We may allocate at the time we receive money, or later. We may adjust debits, credits and the balance of your account under this Contract if there is a processing error or because a payment has been dishonoured.

23. We may combine your accounts

We may combine two or more accounts you have with us, or otherwise set off amounts we owe you against amounts you owe us.

24. Dispute resolution

If you wish to dispute a payment or anything else about this Contract, you are encouraged to contact our internal dispute resolution area. If you are dissatisfied with the outcome, you have a right to take your dispute to our external dispute resolution scheme specified in the Loan Schedule or to a court.

25. How Notices may be given

25.1. Notices under this Contract may be given in accordance with subpart 7 of Part 3A of the CCCFA.

25.2. Statements will be issued every 6 months unless stated otherwise

26. Changes to this Contract

Any term of this Contract may also be varied by written or oral agreement between you and us.

27. Assignment

27.1. We may transfer, charge, securitise or otherwise deal with our rights and obligations under this Contract and our rights to the Goods.

27.2. You are not entitled to transfer, charge or otherwise deal with any of your rights under this Contract or any other Finance Document without our Consent.

28. We may complete details

We may complete any blanks or further details, or correct any details about the Goods in this Contract, or any document related to it, without your consent. We will give you notice of the change in accordance with the CCCFA.

29. Our certificate is evidence

In court proceedings, a certificate by us is evidence of how much you owe us (or anything else we certify) unless you prove otherwise.

30. Waiver

We can exercise any of our Powers, even if we have waived them in other cases in the past. Only a waiver in writing signed by someone we authorise to do so is binding on us, and then only for the particular case in which it is given.

31. Counterparts

This Contract may be signed in counterparts. All executed counterparts will together constitute one document.

32. Copies

Any copy of this Contract that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this Contract) may be relied on by any party as though it were an original copy of this Contract. This Contract may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format.

33. Severability of provisions

Any provision of this Contract which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Contract nor affect the validity or enforceability of that provision in any other jurisdiction.

34. New Zealand law applies

34.1. This Contract is governed by the laws of New Zealand. To the extent permitted by law, so are all related matters, including any non-contractual matters, and any security interest (as defined by the PPSA) under it.

34.2. You agree to any legal proceedings against you being commenced and heard in Auckland.

34.3. In this Contract, a named law includes a law that amends or replaces it, and regulations and other enactments made under it.

34.4. This Contract refers to various Acts of Parliament, such as the CCCFA. Your attention (and the attention of any Guarantor) is drawn to

the New Zealand Government's website where copies of the Acts of Parliament can be viewed. The website is: http://www.legislation.govt.nz/.

35. Words with special meanings

To make this Contract easier to read, capitalised terms used in it have special meanings. They are:

Annexure:

means any document described as an annexure forming part of this Contract;

Balance Owing:

at any time, the unpaid balance of the Loan, plus any other amount owed by you to us under this Contract that is debited to your loan account (for example unpaid interest or costs);

CCCFA:

means the *Credit Contracts and Consumer Finance Act 2003*;

Commencement Date

the date on which we first advance the Loan to you in accordance with the terms of this Contract;

Consent:

our written consent to something, given before that thing happens;

Contract:

the contract between you and us made up of the Loan Schedule, these Terms and Conditions;

Default:

each of the events or circumstances defined as such in this Contract;

Default Interest Rate:

the interest rate specified as such in the Loan Schedule;

Enforcement Expenses:

all costs, liabilities and expenses we incur in exercising our Powers after a Default occurs, including any:

- expenses incurred in taking possession of, and preserving and maintaining the Goods – such as by paying insurance for the Goods;
- expenses incurred in auctioning the Goods;
- mercantile agency fees;
- legal fees; ;
- fees for paying a repairer's lien over the Goods;
- costs reasonably incurred in the use of our staff and facilities; and
- government charges, fees, taxes or duties incurred in relation to any of the above expenses;

Final Repayment Date:

the date referred to in the Loan Schedule, as changed by any subsequent agreement between you and us;

Finance Document:

this Contract (including any Annexures), any other loan contract or Guarantee between you and us now and in the future (whether or not relating to this Contract) and any other document which is entered into or provided under or in connection with, or amends or novates any of the above, or which you and we agree is a Finance Document;

Goods:

the goods described and identified in the Loan Schedule, or any part of those goods. This includes any replacement for those goods, or any modifications made to those goods (including any accessions additions made or accessories purchased, whether or not they are still attached to the goods at any given time);

Guarantee:

a guarantee, indemnity, letter of credit, bond, legally binding letter of comfort or other obligation (whatever called) to:

- pay, provide funds for the payment or discharge of, indemnify against the consequences of default in the payment of, or otherwise be responsible for any obligation or indebtedness of another person; or
- be liable to purchase or pay for any property as a result of, or indemnify against the consequences of, or otherwise be responsible for, the insolvency or financial condition of another person;

Guarantor:

someone else (or one of you in respect of another of you) who is also liable to pay some or all of the payments owed to us under this Contract;

Legally Incapacitated:

bankrupt, insolvent, under administration or receivership, mentally disabled or ill, imprisoned, dead, or otherwise without full legal capacity;

Loan:

the aggregate of all amounts advanced, or to be advanced, to you (including amounts paid to someone else at your request) pursuant to this Contract (being the Loan Amount specified in the Loan Schedule);

Loan Schedule:

the Loan Schedule signed by you which refers to these Terms and Conditions and forms part of this Contract;

Power:

a right, authority, power, discretion or remedy;

PPSA:

the *Personal Property Securities Act 1999*;

PPSR:

The **Personal Property Securities Register** (PPSR) is an electronic register that allows security interests in personal property to be registered and searched in accordance with the New Zealand Personal Property Securities Act 1999 (the Act)

Proceeds:

has the meaning given to it in the PPSA; and also includes:

a. property that is derived directly or indirectly from a dealing with the Goods (or proceeds of the Goods); and

b. a right to an insurance payment or other payment as indemnity or compensation for loss of, or damage to, the Goods (or proceeds of the Goods);

Related Companies:

has the same meaning given to it in section 2(3) of the *Companies Act 1993*;

Secured Money:

all money payable by you to us under:

- this Contract (including the Loan, interest, fees and charges and Enforcement Expenses); a v
- each Finance Document now and in the future; and
- any other agreement or Guarantee now or in the future that you agree in writing to be secured by the Security,

and includes an amount or liability (or the transaction or circumstances pursuant to which it has become owing) not contemplated at the time this Contract was entered into;

Security:

each Security Interest granted by you under this Contract;

Security Interest:

has the meaning given to it in the PPSA, and includes a mortgage, transfer, pledge, lien or charge, or any security, preference or arrangement of any kind which allows a creditor to have its claims satisfied prior to other creditors from the proceeds of an asset.

Working Day:

means a day of the week other than:

- Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Auckland Anniversary Day, and if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
- a day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
- if 1 January falls on a Friday, the following Monday; and
- if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday.

36. Interpretation

36.1 In this Contract:

a. headings are for convenience only and do not affect the interpretation of any clause;

b. words importing the singular include the plural and vice versa;

c. the expressions "accession", "at risk" "attach", "financing statement", "financing change statement", "personal property", and "verification statement" have the meanings given to them in the PPSA; and

d. a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.