

# Declaration and Agreement

## Protection of your privacy

**The Company in respect to this Agreement means Vision Investments Ltd trading as Courts, any of it's managers, employees, servicing company or any authorized agent of the Company who is the Credit provider.**

**Notice that credit information may be given to a credit- reporting agency,** I authorize the Company to give a credit reporting agency certain personal information about me, which I authorize **Vision Investments Ltd t/a as Courts** to do. This information include: my identification; that credit has been applied for and the amount; details of payment which become overdue for more than 60 days and for which collection action has commenced; that payment are no longer overdue; details of cheques drawn by me which has been dishonored ; that in the Company's opinion I have committed a serious credit infringement and that the credit provided to me by the Company has been paid or discharged.

### **Authority to obtain certain credit information**

To enable the Company to assess my application for personal or commercial credit | authorize the Company to obtain: from a credit reporting agency, a credit report containing personal or commercial information about me in relation to personal or commercial credit approval to me; and from a business which provides information about the commercial credit worthiness of person, information about my commercial activities or commercial credit worthiness.

### **Authority to exchange credit information with other credit providers**

I authorise the Company to give to and obtain from other credit providers named either in this application or in a credit report issued by a credit reporting agency any information about my credit worthiness, credit standing, credit history or credit capacity. This information may be used to: assess my application for credit and / or my credit worthiness; assist me to avoid defaulting on my credit obligation and notify other credit providers of a default by me.

### **Banker's/Creditor Opinion**

I authorise the Company to give and received a banker/creditor's opinion connected with my personal accounts, business, trade or profession.

## **OTHER ACKNOWLEDGEMENTS AND CONSENTS**

- I confirm that the information contained in this application and the financial information supporting it, are in all respects complete and correct. I acknowledge that the Company will rely on this information when making its decision
- I acknowledge that the Company has the right to confirm the details of the information provided in this application
- I acknowledge that this application form is not to be regarded as an offer or acceptance of credit under any legislation relating to the provision of credit. The information I have

provided in this form will not become part of any contract for credit, which may come into existence to assess and approve the product, which I have selected

- I understand that only the Company can decide whether this application is approved and that any person who may have introduced me to the Company has no authority to give the approval
- I consent to the Company giving to any guarantors(s) or indemnitor(s) all information, including credit report and copies of documents, which the Company sees fit concerning me, the credit provided to me and any security
- I consent to the Company exchanging information concerning my financial affairs with any person acting on my behalf, include my agent, accountant, solicitors or broker
- I acknowledge that the Company may exchange information concerning me with its related companies for the purpose of assessing my total liabilities and for the purpose of servicing or managing the credit provided to me
- I acknowledge that the Company may use information about me for its internal purpose related to the Company's provision and management of financial services
- I agree to the Company disclosing any other information about me for its related companies. This information may be used for marketing purposes, to tell us about other related services, which could suit my needs
- **I have read understood and agree to the acknowledgements and consents relating to the protection of my privacy**

#### **PROTECTION OF MY PRIVACY**

- We respect your privacy if you do not wish to receive any further marketing communication from any member of Vision Investments Ltd t/a Courts about products or services please call us; write to us; or visit any of our branches

#### **OTHER INFORMATION**

- Credit Card application/ Credit limit increase application (as applicable) are subject to the Company's normal Credit criteria
- Fees and charges may apply. Term and conditions available on request. These may be varied, or new term and conditions may be introduced in the future.
- Term and conditions and fees and charges for all Vision Investments Ltd t/a Courts Credit Card are available on request if not specified in the Agreement.

### Customer Obligations.

The Customer agrees to pay the Balance Payable at the times and in the instalments provided in the Account Statement or Payment schedule shall be made to Vision Investments Ltd t/a Courts at any of the branches in the Fiji Islands or through available Digital Bank or Mobile wallet platforms.

The Customer also agrees : (a) To keep the Goods at the address specified in the Schedule.

(b) Not to part with possession of the Goods without Vision Investments Ltd t/a Courts consent or sell, assign, pledge, mortgage or change the Goods;

(c) To keep the Goods in good repair

(d) To be responsible for any loss or damage to the Goods;

(e) To allow Vision Investments Ltd t/a Courts or its representatives to inspect the Goods at all reasonable times and (f) Not to conceal or remove the Goods so as to prevent Courts from exercising its relation to Goods.

The Customer agrees that interest is payable by the Customer at the specified interest rate and that the account thereof over the term of the agreement without taking into account interest on arrears, is included in the Balance Payable. Interest calculated at the interest rate, calculated on a daily basis is payable by the Customer on all unpaid arrears under this agreement; when the amount falls due until it is received.

### Retention of Title

Property in the goods shall pass to the Customer when full payment for the goods has been received by Vision Investments Ltd t/a Courts.

Vision Investments Ltd t/a Courts may, without prejudice to any of its rights, retake and resume possession of the Goods which remain the property of Courts and may for that purpose enter the Customer's premises or any other place where Goods may be upon occurrence of the following events: (a) The Customer commences proceedings for voluntary winding up or is placed in winding up by any other Creditor or a receiver is appointed;

(b) The Customer becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of a creditor:

(c) The Customer makes two successive defaults of payments, or a default in respect of the last payment and Vision Investments Ltd t/a Courts has served the notice in section 163 (1) (b) of the Act and the period fixed by the notice under the Act has expired; or

(d) The Customer is in breach of any of the terms and conditions of the agreement herein. 4.3 For the purpose of 4.2 here in, the Customer hereby consents to Vision Investments Ltd t/a Courts, by itself or by its agents or employees entering its premises to retake possession of the goods. 5.

Termination of Hire

The hire of the Goods will end If; (a) the Customer completes the purchase of the Goods by paying the remaining Balance Payable together with all the other monies payable to Vision Investments Ltd t/a Courts under this Agreement.

Signed by the Customer in my presence after the foregoing was read and explained over to him/her and explained in the English/ Fijian/Hindi language which he/she appeared to fully understand the meaning and effect thereof.

Applicants Signature/s: x..... x.....

SIGNED for and behalf of Vision Investments Ltd t/a Courts

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Credit Officers Name: ..... ID:.....