These General Conditions (Consumer) are part of your agreement with the Creditor.

The agreement between the Customer (and any Guarantors) and the Creditor governing the Facilities and, where relevant, the Securities consists of:

(a) each Facility Agreement;
(b) each document under which a Security is given (including its schedules); and
(c) these General Conditions.

Some words and expressions have special meanings in these General Conditions. They are explained in clause 19, which should be referred to when reading these General Conditions.

The Creditor has certain obligations to the Customer which it takes very seriously. These include obligations under legislation such as the Credit Contracts and Consumer Finance Act 2003, the Personal Property Securities Act 1999, and the Consumer Guarantees Act 1993. This means that the Creditor will ensure that when dealing with borrowers and guarantors or exercising its rights under this agreement that:

1. The Creditor will comply with the lender responsibility principles under the CCCFA, and not act oppressively or in a way which is inconsistent with reasonable commercial practice; and
2. all rights, duties or obligations that arise under a Security Agreement or the PPSA will be exercised or discharged by the Creditor in good faith.

1. Provision of Facilities

The Creditor agrees to provide the Customer with the Facilities in accordance with the Transaction Documents. The Creditor agrees to do this in exchange for the Customer carrying out obligations under the Transaction Documents.

2. Term of the Facilities

The Creditor will provide each Facility for the Agreed Period unless:

(a) the Customer is in default and the Creditor exercises its option to terminate the Facility; or
(b) there is a change in circumstances that prevents the Creditor from providing the Facility.

3. Conditions precedent

The Creditor’s obligation to make any of the Facilities available is subject to the Creditor being satisfied that:

(a) Facility Agreement: it has received the Facility Agreement properly completed and executed and legally enforceable;
(b) Direct Debit: it has received a completed and executed direct debit or automatic bank payment authorisation acceptable to it;
(c) Securities: Securities described in the Facility Agreement, properly completed and executed and legally enforceable and with the priority required by the Creditor (and, if a Security is registrable, in registrable form), as well as all other documents needed to perfect the Security;
(d) No default: no Event of Default or Potential Event of Default has occurred and is continuing;
(e) Fees paid: it has received payment of all fees and expenses (including legal fees) payable in connection with the Transaction Documents;
(f) Certificates and evidence of insurance: any certificates and evidence of insurance required by the Creditor and any Transaction Documents have been received by the Creditor and are satisfactory to it;
(g) Conditions in Facility Agreement: all conditions precedent set out in the Facility Agreement have been fully satisfied;
(h) Other conditions: it has received all other documentation and all other matters have been attended to as required by it in its absolute discretion.

4. Representations

4.1 General representations: The Customer and each Guarantor each represents that:

(a) Binding obligations: its obligations under the Transaction Documents and any agreement, undertaking or instrument to which it is a party and no Event of Default or Default has occurred;
(b) No present default: there is no default (that is material in the context of the Transaction Documents) under any agreement, undertaking or instrument to which it is a party and no Event of Default or Default has occurred;
(c) Conditions precedent: all conditions precedent set out in the Facility Agreement or an undertaking or instrument under it. It may be with one or more Societies or Securities;
(d) No potential default: nothing has happened that would become a default mentioned in clause 3.1(f) simply by notice being given or time elapsing;
(e) No undisclosed security interests: except as notified to the Creditor in writing or otherwise agreed to by the Creditor in writing, there are no other security interests over:

(i) the Customer’s or Guarantor’s property;
(ii) any Security or Societies or Securities described in any Transaction Document;

(f) Full disclosure: it has disclosed to the Creditor all material matters that it knows of which might affect its ability to perform obligations under any of the Transaction Documents.

4.2 Notice if any representation ceases to be true: The Customer and each Guarantor each agrees to give the Creditor prompt written notice if, after it was made or given to the Creditor, a representation or statement made or information given or written in the Transaction Documents is not true or inaccurate.

4.3 Reliance on representations: The Customer and each Guarantor acknowledges that the Creditor has been induced to enter into the Transaction Documents and to make the Facilities available in reliance on the representations set out in this clause 4.

5. Undertakings

5.1 General undertakings: The Customer and each Guarantor each undertakes that:

(a) Information: it will provide the Creditor with any financial or other information that the Creditor asks for by the time that it specifies;
(b) Notification of change to Customer details: it will immediately give written notice to the Creditor of any change to its address or telephone number;
(c) Laws: it will comply in all respects with all laws and requirements of any agreement under which it may be subject; and
(d) Negative pledge: it will not, without the prior written consent of the Creditor, create or permit to subsist any security interest over the whole or any part of the Customer’s property or any Security or Societies or Securities described in any Transaction Document.

5.2 Securities specific undertakings: In respect of each of the Goods (if any), the Customer undertakes that:

(a) Maintenance of Goods: the Customer will at its own expense:

(i) inspect and maintain the Goods in good operating condition and repair; and
(ii) operate and use the Goods properly in accordance with the manufacturer’s instructions and/or for the purpose intended by the manufacturer and having regard to the design capabilities and limitations of the Goods;
(b) Credit Details: the Creditor may, without prejudice to its rights under this clause 7.4 and the requirements of the CCCFA (without prior consultation or notice to the Customer and notwithstanding any condition attached to that payment with regard to its appropriateness or timing at the time), at any time thereafter, any such payment in reduction or repayment of any of the amounts owing under the Transaction Documents to which the Customer is a party in the manner and proportions as the Creditor sees fit, notwithstanding that payment of those amounts may not yet be due.

6. Business Day:

6.1 Payment of interest: Interest on a Facility will accrue from the Commencement Date at the rate specified in the "Interest" section of the Principal Terms of the Facility Agreement in the amounts and on the dates specified in that section. Interest on the Facility will be calculated in accordance with the terms of the Transaction Documents and will be payable at the times and in the manner specified in that section.

6.2 Default interest: If the Customer fails to pay any amount to the Creditor when due under a Transaction Document, the Customer will, upon demand by the Creditor, pay to the Creditor default interest on the overdue amount at the default interest rate set out in the Transaction Documents.

6.3 Payment generally

6.3.1 Customer to make payments: The Customer must duly and punctually and on or before the due date for payment under a Transaction Document make all payments required under the Transaction Documents.

6.3.2 Authorise payment to: The Creditor, by notice to the Customer, specifies from time to time. All payments generally due to the Creditor under a Transaction Document or under any agreements or undertakings with the Customer are to be paid by reference to the Creditor's written notice.

6.3.3 Payment not withstanding breach: No payments made in accordance with clauses 6.3.1 and 6.3.2 shall be made notwithstanding any damage to or loss of any Goods.

6.4 Certificate of trust: The Creditor will credit each payment received by the Creditor (other than a prepayment) to the Customer's account in the manner and proportions as the Creditor directs.

6.5 Adequate records: The Creditor will keep adequate records of the Credit Details under the Transaction Documents and will supply from time to time, on request, such records to the Customer.

7. Appropriation of payments

7.1 Where the Customer makes any payment to the Creditor, the Creditor may appropriate such payment to the Transaction Documents to which the Customer is a party in the manner and proportions as the Creditor sees fit, notwithstanding that payment of those amounts may not yet be due.

7.2 Offsets by the Creditor: The Creditor may (but is not obliged to) debit any amount of the Customer’s or Guarantors’ accounts with the Creditor with any amount payable to the Customer under the Transaction Documents or any other amount due to the Customer:

(a) for any reason whatsoever;
(b) in accordance with any agreement or arrangement between the Creditor and the Customer.

7.3 Void payments: If any payment received or amount applied by the Creditor in respect of payment obligations owing by the Customer or any Guarantor to the Creditor under a Transaction Document or any other Transaction Document is shown by the Creditor to be void or unenforceable as a result of any law, the Transaction Document or any other Transaction Document shall continue in force and effect as if such payment or amount had not been received or applied.
The Customer may not make any part prepayment of a Facility unless the Customer agrees with the Creditor.

The second amount: 
• the amount of the scheduled payments and interest charges that would have been made over the remaining term of the relevant Facility using the wholesale interest swap rate that applied when the Facility was requested, as calculated by the Creditor;
• the amount of the early repayment recovery only compensates the Creditor for a reasonable estimate of the interest it would have earned if the Facility is repaid early.

To calculate an estimate of the loss the Creditor suffers when the Customer repays a Facility under clause 10.1(k)(ii), the Creditor calculates its loss using how much the Customer owes; and (i) the unpaid balance at the time of such default.

Events of Default for all Customers:

Clarity: Clause 10.1 (modified as necessary) applies to a Guarantor on the relevant Transaction Document and not to the Customer under the relevant Facility Agreement.

Repossession of Goods: Subject to any applicable law, upon the occurrence of an Event of Default the Creditor may repossess all of the goods that the Customer owes to the Creditor or that are in the Customer's possession or under the Customer's control, whether or not the Customer remains the owner of the goods.

Agreements:

Unconditionally and irrevocably guarantees (jointly and severally if more than one Guarantor) to the Creditor:

(a) the amount of the early repayment recovery only compensates the Creditor for a reasonable estimate of the interest it would have earned if the Facility is repaid early.

• the amount of the scheduled payments and interest charges that would have been made over the remaining term of the relevant Facility using the wholesale interest swap rate that applied when the Facility was requested, as calculated by the Creditor;
• the amount of the early repayment recovery only compensates the Creditor for a reasonable estimate of the interest it would have earned if the Facility is repaid early.

To calculate an estimate of the loss the Creditor suffers when the Customer repays a Facility under clause 10.1(k)(ii), the Creditor calculates its loss using how much the Customer owes: (i) the unpaid balance at the time of such default. 
(ii) any Default Amounts as at the date of such demand; and (iii) an "Event of Default" occurs when (a) the Creditor may repossess all of the goods that the Customer owes to the Creditor or that are in the Customer's possession or under the Customer's control, whether or not the Customer remains the owner of the goods, in accordance with clause 8.4 to compensate the Creditor for any loss it suffers as a result of a failure to perform its obligations under a Transaction Document;
Guarantor will indemnify Creditor: Agrees that if for any reason any amounts payable by the Customer under the Facility Agreement are not recoverable by the Creditor from the Customer or the Guarantor(s), or any obligor under or related to the Facility Agreement, the Creditor is not enforceable against the Customer for any reason whatsoever, whether as a matter of law or as a matter of fact, the Guarantor agrees against resulting loss or cost and will pay the amount of any such loss or cost to the Creditor as a principal debtor upon demand.

Indemnity will not affect title: Agrees that the obligations of the Guarantor(s) under clause 12.4 survive the termination of the Facility Agreement and in connection with the rights of the Creditor under the Facility Agreement with the relevant facility.

Obligations absolute and unconditional: Agrees that its obligations as a Guarantor are absolute and unconditional and not to be released or discharged in any way affected by:

(a) a set-off, counterclaim, or other obligation of the Customer or any other person or entity, the Creditor's right to any such set-off or counterclaim being of no effect; or
(b) any variation or release of any Facility Agreement or of any collateral agreement or other Security at any time held by the Creditor, or the release of any other party from any obligation thereunder; or
(c) any concessions by the Creditor to the Customer or to any other person; or
(d) the insolvency, bankruptcy or liquidation (as appropriate) of (i) the Customer, (ii) any other person or (iii) any guarantor; or
(e) any act, omission or rule of law which would, were it not for this clause, release a guarantor or indemnifier; and
(f) any change in account or account affect any such obligation.

Acknowledgement of Guarantor’s obligations: Acknowledges that its obligations under the Facility Agreement are as a principal debtor and not merely as a guarantor.

(a) the Creditor may enforce against the Guarantor under the Facility Agreement without taking steps or doing anything to protect the Customer against the Customer or any other person; and
(b) the Creditor may make any arrangement or compromise with the Customer or any other person or with the Creditor, without any notice to or consent of the Guarantor, notwithstanding that this may increase the amounts payable by the Customer to the Creditor and or the Creditor, in each case that are subject to the guarantee of the Guarantor in the Facility Agreement; and
(c) the Creditor is not obliged to marshal or exercise any security, guarantee or other right held by it at any time before enforcing against the Guarantor under the Facility Agreement.

Waiver: Acknowledges that it waives in favour of the Creditor all rights against the Customer and any other person or its estate and assets as far as necessary to give effect to the rights conferred on the Creditor by the Transaction Documents.

PPSA: Acknowledges that the Guarantor is not a “debtor” (as that term is defined in the PPSA) to the extent inconsistent with the PPSA or if the Creditor exercises the powers given it by this clause in good faith.

Reliance on advice: Acknowledges that it did not rely on any statement, representation, warranty, document, information or promise (if any) made or given by or on behalf of the Creditor.

Notices

13.1 In writing: Subject to clause 18.14 and any applicable law, any communication in relation to a Transaction Document must be in writing and the Creditor’s address for service is:

and may be served by:

(a) personal delivery at the office of the addressee; or
(b) facsimile transmission to the number of the recipient designated for the purpose; and
(c) by facsimile transmission to the number of the recipient designated for the purpose.

Receipt: A communication under a Transaction Document which is sent:

(a) by hand or courier will be deemed to be received on the day on which it is actually delivered, signed or sent by the proper person;

(b) by facsimile will be deemed to be received when sent, upon production of any communication received or destroyed otherwise than by the facsimile machine, except that if the facsimile machine is not functioning at the time the communication is sent, which indicates the facsimile number of the recipient designated for the purpose, the Creditor is notified of a manifest error.

Reliance: The Creditor will be liable for any action taken, omitted or suffered in reliance upon any instructions, request or order from the Customer or any Guarantor or any other person, or facsimile transmission in the ordinary course of business or Business Day following the day on which it was posted, provided that any facsimile transmission received or destroyed otherwise than by the facsimile machine is not functioning at the time the communication is sent, which indicates the facsimile number of the recipient designated for the purpose of the relevant Transaction Document; and

No Creditor liability: If any oral or electronic communication is acted on by the Customer, the Creditor, and each Guarantor agrees that the Creditor will not be bound by any facsimile or document, whether or not made in writing, based on, or related to, any action taken, omitted or suffered in reliance upon any instructions, request or order from the Customer, the Guarantor, or any other person, or facsimile transmission in the ordinary course of business or Business Day following the day on which it was posted, provided that the facsimile transmission is not functioning at the time the communication is sent, which indicates the facsimile number of the recipient designated for the purpose of the relevant Transaction Document; and

Reliance: The Creditor will be liable for any action taken, omitted or suffered in reliance upon any instructions, request or order from the Customer or any Guarantor or any other person, or facsimile transmission in the ordinary course of business or Business Day following the day on which it was posted, provided that any facsimile transmission received or destroyed otherwise than by the facsimile machine is not functioning at the time the communication is sent, which indicates the facsimile number of the recipient designated for the purpose.

14. Waivers

14.1 Any waiver of the rights of the Creditor under the Transaction Documents cannot be waived except by the Creditor giving written notice waiving the particular right.

15. Law and jurisdiction

15.1 Law: These General Conditions are governed by New Zealand law.

15.2 Jurisdiction: In relation to any proceedings about or in connection with the Transaction Documents, or any dispute or claim arising out of or relating to the Transaction Documents, the parties agree to submit to the non-exclusive jurisdiction of the New Zealand courts.

16. Further assurance:

The Customer and each Guarantor agree to do all such things as are necessary to ensure that the Creditor receives the full benefit of each Transaction Document, and to execute or give or renew any execution or any document which they are obliged to execute or give or renew under or in connection with the Transaction Documents, and to take or cause to be taken all such actions as are required or necessary to give full effect to each Transaction Document.

17. Facsimile execution

If the Creditor consents to documentation being faxed to the Creditor, the Customer and each Guarantor agree that:

(a) all documentation has been completed and signed in accordance with the terms of the relevant Transaction Documents;

(b) the originals of all documentation relating to the transaction will be sent to the Creditor on the same day that the facsimile is received; and

(c) the Creditor and each Guarantor will reexecute the documentation without delay, provided that the Creditor reasonably so requires.

18. Miscellaneous

18.1 General requirements: Any costs incurred by the Creditor in connection with the enforcement of, taking advice on or taking any action pursuant to any Transaction Document (including, for the avoidance of doubt, any action in connection with instructions received by the Creditor by telephone or email or facsimile) must be paid by the Customer to the Creditor on demand, including legal costs on a full indemnity basis. The Customer will indemnify the Creditor against any claim by any person relating to any property of the Customer, or the use of or the taking of any action or any request by the Creditor, or any costs that are incurred as a result of the Creditor’s negligence or wrongful acts.

18.2 Information for experts and consultants: The Customer and each Guarantor agrees that:

(a) any expert or consultant ("Consultant") engaged under section 17.4 on or at any time during the term of the Facility Agreement where the Customer or any Guarantor is referred to by the Creditor or the Consultant in relation to the Creditor’s benefit, whether or not their fees are for the Creditor’s account; and
(b) the Creditor, its assigns or assignees, or any person for any purpose or on any occasion, or the Creditor will pay any amounts that are to be paid to the Consultant.

Protection of the Creditor’s interests: If the Customer or any Guarantor has not complied with any of its obligations under a Transaction Document or the obligations of the Customer under the Facility Agreement are not enforceable by or on behalf of the Creditor, the Creditor will not be liable for any loss, damage or expense incurred as a result of its acting in reliance on any such transaction or its enforcing its rights under a Transaction Document or other Security at any time held by the Creditor, or the Creditor will not be liable for any loss, damage or expense incurred as a result of the Creditor or any person acting under the Transaction Documents.

Power of attorney: Each of the Customer and each Guarantor, in accordance with any power of attorney granted by it under a Facility Agreement, irrevocably gives to the Creditor a power of attorney, general and special, coupled with an interest, to do all such acts and things as the Creditor may reasonably require, from time to time, for the purpose of enforcing against any person the Customer’s obligations under any Transaction Document.

Contracts (Privity) Act: For the purposes of the Contracts Privity Act 1982, each attorney appointed under a Transaction Document is an attorney appointed under the relevant Facility Agreement on the terms set out in that Facility Agreement and to give effect to the rights conferred on the Creditor by the Transaction Documents.

Release of Transaction Document: The Creditor will not be obliged to release any Transaction Document, and shall be entitled to retain any Transaction Document by it, nor to register any financing statement under the PPSA, unless:

(a) any costs incurred by the Creditor in doing so have first been paid by the Customer or any Guarantor; or
(b) the Creditor is satisfied that any amounts paid by the Customer or any Guarantor to the Creditor prior to that release are not at risk of being retained by the Creditor if the Creditor exercises the powers given it by this clause in good faith.

Obligations survive: Any obligation under the Transaction Documents to pay any indemnity or cost or to do anything the attorney thinks desirable to protect or secure the Creditor’s interests will survive the termination of the Facility Agreement and engagement of experts and consultants:

(a) the Creditor is not liable to do or does not do arising out of the provision of a service to the Creditor or any other person; and
(b) any claim by any person relating to any property of the Customer or on the use of or the taking of any action or any request by the Creditor that the Creditor amounts of money as costs, or on account of a loss that the Creditor may have suffered, is a continuing and independent obligation and not to have been released by the Customer or any Guarantor if the Creditor exercises the powers given it by this clause in good faith.

Information about the Customer and each Guarantor: The Customer and each Guarantor agrees to: (a) make full and accurate information about the Customer and each Guarantor available to any other guarantor or assignee; and
(b) comply with any request made by the Creditor or any other guarantor or assignee for information about the Customer and each Guarantor.

Anti-money laundering: The Creditor may disclose information relating to the Customer, a Guarantor or any of the Facilities to any authority, agency (including any government agency), the police or any financial institution in order to ascertain whether any government requirement applies to a transaction and to satisfy any requirement of any government requirement.
of such disclosure of information. Without limiting the generality of clause 5.1, the Customer and each Guarantor each undertake to provide to the Creditor all information the Creditor requires to have to make a loan or credit facility.

(a) the Customer and each Guarantor each authorize the Creditor to use information about the Customer and the Guarantor, including any of the rights or obligations under the Transaction Documents.
(b) the Customer and each Guarantor each authorize, in respect of such disclosure, it has imposed no conditions as to the form of the means by which it is produced, sent, received, processed or stored. Where no email address is specified, the Creditor may disclose information about the Customer and the Guarantor to the Customer and each Guarantor at any time held by it or for the purpose of continuing to maintain the relationship between the Customer and the Guarantor and the Creditor and/or any person in the Creditor's group of companies.

11. Methods of CCCFA disclosure: If any provision of a Transaction Document is illegal or unenforceable, that Transaction Document is to be interpreted as if it had never included the provision so far as the provision is illegal or unenforceable.

12. Partial invalidity: If any provision of a Transaction Document is illegal or unenforceable, that Transaction Document is to be interpreted as if it had never included the provision so far as the provision is illegal or unenforceable.

13. Assignment: Each of the Customer and each Guarantor may not assign or transfer any of its rights or obligations under the Transaction Documents unless the Creditor consents in writing. The Creditor may assign or transfer any of its rights or obligations to another person, and the Customer and each Guarantor each acknowledges that, in respect of such disclosure, it has imposed no conditions as to the form of the means by which it is produced, sent, received, processed or stored. Where no email address is specified, the Creditor may disclose information about the Customer and the Guarantor to the Customer and each Guarantor at any time held by it or for the purpose of continuing to maintain the relationship between the Customer and the Guarantor and the Creditor and/or any person in the Creditor's group of companies.

14. Methods of CCCFA disclosure: If any provision of a Transaction Document is illegal or unenforceable, that Transaction Document is to be interpreted as if it had never included the provision so far as the provision is illegal or unenforceable.

15. Variation requested by the Customer: The Customer may request the Creditor to vary a Transaction Document (including, for the avoidance of doubt, by way of an assignment of a Transaction Document). The Creditor is not bound to accept any request, and no amendment of any unenforceable provision to under the clause 18.15 will be provided to the Customer by the Creditor (including, where relevant, in accordance with and for the purposes of the CCCFA). Any resulting variation of a Transaction Document will take effect from the time stipulated by the Creditor.

16. Variation required by the Creditor: If the Creditor has a right, under a Transaction Document, to vary certain terms of that Transaction Document (including, for the avoidance of doubt, by way of an assignment of any of the rights and obligations payable by the Customer under the Facility Agreement; the Creditor, the Customer and each Guarantor each acknowledge that, in respect of such disclosure, it has imposed no conditions as to the form of the means by which it is produced, sent, received, processed or stored. Where no email address is specified, the Creditor may disclose information about the Customer and the Guarantor to the Customer and each Guarantor at any time held by it or for the purpose of continuing to maintain the relationship between the Customer and the Guarantor and the Creditor and/or any person in the Creditor's group of companies.

17. Variation to Transaction Documents generally: a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notifies the Customer are Goods included in a reference to “the Customer” or “the Guarantor” (as the case may be) or to “any other such item which the Creditor notify