

## Form 4 Prescribed terms and conditions of mortgage

paragraph 9 (3) (f) of the Code  
regulation 66 of the Regulations

- 1 In this mortgage —  
*Code* means the National Credit Code.  
*goods* means the goods hired under the hire contract.  
*hire contract* means the contract for the hire of goods as a consequence of which the mortgagor and the supplier are deemed by paragraph 9 (3) (f) of the Code to have entered into this mortgage.  
*mortgagor* means the person to whom the goods are hired under the hire contract.  
*supplier* means the person from whom the goods are hired under the hire contract.
- 2 The mortgagor gives and the supplier takes a mortgage of the goods.
- 3 The mortgagor's right or obligation to purchase the goods, which is contained in the hire contract, is extinguished.
- 4 Subject to item 5, the supplier may take possession of the goods, or may take possession of, and sell, the goods if —
  - (a) the supplier was induced by fraud on the part of the mortgagor to enter into the hire contract; or
  - (b) the mortgagor, contrary to a term of the hire contract, has attempted to assign or dispose of the goods; or
  - (c) the mortgagor, contrary to a term of the hire contract, has —
    - (i) failed to keep the goods in good order and repair; or
    - (ii) failed to keep the goods insured or registered; or
  - (d) the mortgagor has made default in the payment of any instalment or other monetary sum due under the hire contract; or
  - (e) the mortgagor has made default in any other obligation under the hire contract which is likely to affect directly the value of the supplier's security; or
  - (f) the mortgagor has returned the goods to the supplier, or has given notice in writing to the supplier, that the mortgagor can not continue to observe the obligations imposed by the hire contract.
- 5 Nothing in item 4 affects the operation of any statute or any principle of law or equity applicable to the rights and duties of the mortgagor or supplier in relation to each other.