MoveBank

Retail Lending Terms & Conditions

1 August 2026

Version 1.0

Contents

About your loan

1. About these terms and conditions

1.1 These are the Terms & Conditions referred to in the document titled “loan offer” (the **Loan Offer**). Together, these Terms & Conditions and the Loan Offer form your Loan Agreement.

1.2 This document does not contain all the precontractual information required to be given to you. You must read this document together with the document that contains the Financial Table (the **Loan Offer**).

1.3 Capitalised words have a special meaning. These words are defined at the end of this document or in your Loan Offer.

2. Code(s) of Practice

We will comply with the requirements of the ePayments Code, and the Customer Owned Banking Code of Practice, where those requirements apply to your dealings with us. The codes change from time to time. If you would like to know more about your rights under a code, contact us.

3. Other terms you must comply with

3.1 In addition to your Loan Agreement, you must read and comply with the following:

(a) our MoveBank Access Terms and Conditions, that explain how you access your accounts with us;

(b) where you have a home loan with us, the Mortgage Common Provisions, which set out what you must do and must not do with the Mortgage Property and when your payments are due; and

(c) any Other Agreement.

4. Walking away before the Loan Date

IMPORTANT: We may change the terms of your Loan Agreement or withdraw our offer to lend anytime before the Loan Date.

4.1 Before the Loan Date:

(a) you can choose not to go ahead with the loan; and

(b) we have the right to change the terms of your Loan Agreement or to withdraw it altogether and decline to make an advance of funds to you if anything occurs that we reasonably believe makes proceeding with the loan undesirable.

(c) We are not required to lend to you until all our conditions are met.

(d) You may be liable for costs if we decide not to proceed.

5. Joint borrowers

5.1 If there are two or more borrowers, each of you is individually liable, and all of you are jointly liable. This means that we may take legal action against any one of you for all the outstanding amounts.

5.2 Each borrower can bind each other borrower. This means one of you can authorise a redraw or transaction on any sub-offset account, a split into one or more loan accounts, or any other activity in respect of your loan. Each borrower and any guarantors will be liable even if they did not know about or agree to the transaction.

IMPORTANT: This means that each one of you may be required to pay the whole amount owing even if you have some other arrangement amongst yourselves and even if not all of you benefit equally.

5.3 Despite clause 5.2, we will comply with any request by any one of you:

(a) that all borrowers be required to approve any future withdrawals; or

(b) to suspend any loan account (or a redraw facility on any loan account) to allow all borrowers time to reach agreement about dispersal of the account funds.

5.4 Despite this clause 5, we may require all borrowers and all guarantors to authorise any activity with respect to your loan.

6. Representations and warranties

6.1 You represent and warrant that all information you have given us regarding your financial and personal affairs and any Mortgaged Property is true and correct.

6.2 You also represent and warrant that other than you've told us in writing prior to the Loan Date:

(a) there are no unpaid rates or taxes owing in respect of the Mortgaged Property;

(b) the Mortgaged Property will be occupied by you (unless otherwise approved by us);

(c) there are no notices or proposals from any government or other authority adversely affecting the Mortgaged Property;

(d) there are no defects or disputes relating to the Mortgaged Property; and

(e) there are no structural alterations or improvements on the Mortgaged Property that require approval by the council or any other authority that have not been approved.

7. What we can do with your loan account

7.1 We can debit your loan account with any amounts owing to us or paid at your request. If you have more than one loan account, we can debit these amounts to any of your loan accounts.

7.2 If a third party makes a payment to you on our behalf, we can debit your loan account on the date that money is made available to you.

7.3 You may request to split your loan account into two or more accounts or switch account types. For example -

(a) Convert from a variable interest rate to a fixed interest rate and vice versa.

(b) Consolidate one or more loan accounts.

(c) Convert from interest only repayments to principal and interest repayments and vice versa.

(d) Convert from one type of account to another type of account (for example, from a variable rate account to a line of credit account).

We have full discretion whether or not to approve any split or switch requested by you.

7.4 If a new loan account is created, separate repayment dates and interest debit dates may apply to that new account. If your loan is split into two or more accounts, or if you switch between interest rate types, you may have to pay interest on the amount switched or split to the date on which the switch or split occurs.

7.5 If you switch from a fixed rate loan to a variable rate loan during the fixed rate period, fixed rate break costs and/or a switch/split administration fee may be payable if specified in the Loan Offer (as varied from time to time).

7.6 We may combine two or more loan accounts in certain circumstances, including but not limited to, if the accounts have identical repayment types, interest rates, fixed rate periods (if applicable), interest only periods (if applicable), and loan purposes. If we do choose to combine two or more of your loan accounts, we will do so acting reasonably and will give you notice.

7.7 Except in relation to any line of credit account, if you do not draw down the total Amount of Credit on the Loan Date, any borrowing of the balance is subject to our approval.

8. Your Credit Limit

This clause 8 is applicable to overdraft facilities only.

8.1 We may at any time convert your overdraft to a variable rate loan with principal and interest repayments. We will give you at least three months' notice if we convert your overdraft, and we will provide details of the applicable interest rate and repayment amount before your principal and interest repayments commence.

8.2 We may change, suspend or cancel your overdraft (including reduce your Credit Limit) at any time. We are not liable for any loss suffered by you or anyone else as a result of us changing, suspending or cancelling your overdraft.

8.3 If we:

(a) reduce your Credit Limit, you must repay any amount owing in excess of the new Credit Limit; or

(b) cancel your overdraft, you must repay the amount owing under your loan.

8.4 We will endeavour to give you adequate notice before we reduce your Credit Limit, but we reserve the right to act immediately. We will give you at least thirty days' notice if we cancel your overdraft unless you have breached this loan contract, an Event of Default has occurred or to protect our legitimate interests.

8.5 We calculate your available funds limit on each day by deducting from your Credit Limit:

(a) the amount owing under your loan;

(b) any withdrawal amounts or other proposed payments on your loan account for which we have received instructions, but which have not yet been debited to your loan account (not including future periodical payments); and

(c) the amount of any payments which have been credited to your loan account, but which have not cleared yet.

8.6 You must ensure that you do not exceed your Credit Limit. If you exceed your Credit Limit without our written consent, the amount by which you have exceeded the Credit Limit must be repaid promptly after our demand, and we may charge default interest on that amount until it is repaid.

9. Payments you must make

9.1 You must make all payments and pay all credit fees and charges that are payable under your Loan Agreement. In addition, on the Final Repayment Date, you must pay us the Amount Owing.

9.2 Payments will be credited to your loan account only when they are actually received by us. All payments must be made in full when they are due, without setting off or deducting any amounts you believe we owe you, and without counterclaiming any amounts from us.

9.3 You may choose to make weekly, fortnightly or monthly repayments, except where you hold an interest only product with us, where your repayments must be monthly. You may change your repayment frequency from within your online account settings, however a payment variation fee may apply.

9.4 Payments may be made by direct debit from a linked account. You must provide a direct debit authority authorising us to debit your bank account for payments due under your Loan Agreement and you must keep that account open. You authorise us to use that direct debit authority for payment of any amounts due under your Loan Agreement. If an attempted direct debit fails, we may make reasonable further attempts to direct debit your account until the direct debit is successful, however a dishonour fee may apply.

9.5 The amount of each payment may include any applicable direct debit fees, taxes or charges relating to the payment method in addition to your repayment amount.

9.6 If any payment is due:

(a) on a day that is not a Business Day, the payment will be due on the next Business Day;

(b) on a day that is the 29th, 30th or 31st of a month with no such date, the repayment will be due on the last calendar day of that month. However, if that last calendar day is not a Business Day, then the repayment will be on the next Business Day (which may fall in the following calendar month).

9.7 If any payment to us is dishonoured, the payment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received by us.

9.8 The Amount Owing must be repaid within 180 days from the date a borrower (or if there is more than one borrower, from the date the last borrower) dies or a guarantor dies unless other arrangements are made for the continuation of the loan to our satisfaction. If there is more than one borrower, and one of the borrowers dies, we may allow the surviving borrower(s) to continue to operate the loan account(s).

9.9 If you are required by law to deduct any amount from a payment due to us, unless we can receive a credit or rebate for that deduction, you must make an additional payment so that the amount we receive is not reduced.

10. How your payments are applied

10.1 We can apply any payment or other credit to any part of the Amount Owing in any order we determine.

10.2 If you have more than one account with us, and you make a payment without telling us in writing how the payment is to be applied, we can apply it to any one or more of the accounts in any way we think fit.

10.3 If any of your loan accounts are in arrears while one or more of your other loan accounts or other accounts with us have funds available to be drawn, you authorise us to appropriate from any one or more of those accounts to pay some or all of your arrears. We are not obliged to do this.

11. Interest

11.1 You must pay us interest on all amounts debited to your loan account from the date the amount is debited. Interest debited to your loan account forms part of the Amount Owing.

11.2 Interest charges are debited to your loan account in arrears on the same day of each month and on the Final Repayment Date, even if that day is not a Business Day. If the day on which interest is due to be debited is the 29th, 30th or 31st of a month with no such date, then interest will be debited on the last calendar day of that calendar month. If a fixed rate period or interest only period ends on a day that is not a Business Day, your fixed rate or interest only period may end on the next Business Day.

11.3 We may also debit interest whenever the loan is in default, the whole of the Amount Owing is repaid, or we increase your Amount of Credit or vary your Loan Agreement. Interest charges may also be debited on the date of any switch or split.

11.4 Interest charges are calculated by applying the interest rate to the unpaid balance owing to us at the end of each day. The interest rate applied each day is equal to the annual percentage rate applicable to the loan at the time divided by 365 (or 366 in a leap year).

11.5 Interest accrues on a daily basis from the day that we disburse money at your request to make the first advance. This applies whether or not any real estate transaction to which the advance relates (such as a refinance or purchase) occurs on that day.

11.6 If more than one interest rate applies to your loan, we will apply the applicable daily percentage rate to the relevant loan account.

11.7 You can find out your current interest rate(s) at any time by contacting us. We can change your interest rate(s) at any time except during a fixed rate period.

11.8 If a court orders you to pay any money due under your Loan Agreement, you must pay interest at the higher of the rate ordered by the court and the rate payable under your Loan Agreement.

12. Repaying your loan early

12.1 You may make additional payments or repay your loan in full at any time. If you do:

(a) fees may be payable if specified in your Loan Offer, including fixed rate break costs if you repay your loan during a fixed rate period (see our FAQs and Clause 15 for more information on break costs); and

(b) you may be able to redraw any excess repayments.

12.2 If you inform us that you propose to repay your loan in full, we may place a stop on all further debits to your loan account to enable us to provide you with a payout figure.

13. Changes we can make to your Loan Agreement

IMPORTANT: We can make changes to your Loan Agreement at any time (except interest rate changes during a fixed rate period). In making any changes, we will act reasonably.

13.1 Acting reasonably, we can change or vary any term of your Loan Agreement:

(a) that deals with the pricing of your loan, such as your interest rate, repayments, and credit fees and charges (but subject to any specific agreement such as a fixed rate period);

(b) that deals with the day you make repayments or we debit interest to your loan account;

(c) to accommodate a change in law or market practice;

(d) to accommodate a change in technology or other ways of communication;

(e) to accommodate a change in payment methods; or

(f) to make any other reasonable change.

13.2 If you are not satisfied with any material change or variation to your Loan Agreement (excluding changes to interest rates and repayments under a variable rate loan), you may repay your loan in accordance with clause 12, but we will not charge you any fees for terminating your Loan Agreement except our reasonable third party costs incurred in discharging any Security and finalising your loan account and, if a fixed interest rate applies, our reasonable break costs.

13.3 We will give you:

(a) not less than 30 days notice of a change to the manner in which interest is calculated or applied;

(b) notice of a change to the interest rate(s) applicable to your loan not later than the day on which the change takes effect;

(c) not less than 20 days notice of a change to the amount, frequency or due date of your repayments;

(d) not less than 20 days notice of a change to the fees and charges payable;

(e) notice of a change to any government charge or tax not later than the day on which the change takes effect; and

(f) not less than 30 days notice of any other change we make to your Loan Agreement.

We may give you a shorter notice period or no notice if the change is not adverse to you or reduces your obligations. We may also not give you notice of a change to the amount of your repayments if your repayments are determined by reference to a method of calculation.

We will give you notice of any change to your Loan Agreement either in writing (including by electronic means) or by publishing a notice that is accessible to you and reasonably prominent. Any variation will take effect from the date specified in the notice of change we give you.

14. Statements of account

Statements of account will be provided at least once every six months or more frequently if required by law.

Home Loans

15. About fixed rate break costs

IMPORTANT: You may have to pay fees if you repay your loan early. Fees (called 'break costs') may be payable if you repay all or part of a fixed rate loan early. These may be substantial particularly if interest rates have dropped during the fixed rate period. Ask us for an estimate before repaying a fixed rate loan early.

When lenders agree to lend money to a borrower for a fixed rate period, they may enter into finance arrangements to enable them to do so. If the loan is repaid or otherwise terminated before the end of the fixed rate period, lenders may incur costs under those finance arrangements. Lenders normally pass on these costs (commonly known as 'break costs') to borrowers. Break costs are payable irrespective of whether the lender has entered into specific finance arrangements to fund the loan and may be calculated by reference to retail interest rates (i.e. the rate at which lenders can lend money on similar terms) or wholesale interest rates (i.e. the rate at which lenders obtain funding).

Example

A lender lends $200,000 to you at 9% per annum for a fixed rate period of three years. . You decide to repay the loan early at the end of one year. The market rate has reduced to 5% per annum. The break costs will be an assessment of the cost or loss to the lender as a result of the early repayment.

Using the above figures, the lender could calculate the loss by multiplying the amount repaid early ($200,000) by the difference in interest rates (4%) for the period starting from the date of repayment to the end of the fixed rate period (2 years) = $200,000 x 4/100 x 2 = $16,000. The amount you would have to pay may be slightly less than $16,000 where regular principal and interest payments have been made for the first 12 months.

The process for calculating a break fee may be complex and the above example is only intended to give an understanding of how this sum is calculated. It will provide only an estimation of the amount payable, and we will explain the calculation to you in more detail if requested at the time a break fee may be payable.

IMPORTANT: If a fixed rate loan or any part of it is terminated early, break costs could be substantial, particularly if market interest rates have reduced during the fixed rate period. Ask us for an estimate of break costs before you arrange to repay a fixed rate loan early.

There are a number of ways we may calculate break costs. We will act reasonably when calculating the break costs that are payable by you and will charge no more than a reasonable estimate of our loss arising from the early repayment plus our average reasonable administrative costs. Because of the changes that occur over time in financial markets, it is not possible to precisely state the method of calculating break costs at the Disclosure Date.

16. About your redraw facility

This clause 16applies if your loan has a redraw facility.

IMPORTANT: Acting reasonably, we can change, suspend or cancel your redraw facility at any time.

16.1 We will tell you if redraw facilities are available on your loan account. You will be able to access redraw via the methods permitted by us from time to time. Redraw requests will be processed, subject to our discretion and within standard processing times.

16.2 We may change, suspend or cancel the redraw facility at any time. If we do any of these things, we will act reasonably and notify you promptly (which may be after the change, suspension or cancellation has taken effect).

16.3 If you have made extra payments above your minimum repayment amount, you may redraw all or any part of those extra payments provided that:

(a) you have not defaulted under your Loan Agreement;

(b) you redraw the minimum amount, if any; and

(c) your redraw facility has not been suspended or cancelled by us; no further charge or security interest has been granted over any of the Security.

16.4 The maximum amount you may redraw is the amount you have repaid early, less the amount of any previous redraws, permanent reductions to the balance of your loan account, and other amounts as reasonably determined by us. This will show in your account as available funds.

16.5 If you draw more than the amount available for redraw, you must repay the excess promptly after our demand, and any default interest payable on that amount until it is repaid.

16.6 We may reduce the amount you can redraw by the estimated amount of your next scheduled repayment.

16.7 If you request a redraw, and for that loan account your existing repayments are not sufficient to repay the amount owing under that loan account over the remaining term, we may recalculate your future repayments for that loan account.

17. About your offset facility

This clause 17 applies if your loan has an offset facility.

IMPORTANT: Acting reasonably, we can change, suspend or cancel your offset facility at any time.

17.1 We will tell you if offset facilities are available in the Schedule.

17.2 We may change, suspend or cancel the offset facility at any time. If we do any of these things, we will act reasonably and notify you promptly (which may be after the change, suspension or cancellation has taken effect).

17.3 We do not make any representations about the tax effectiveness of any offset account.

17.4 Each offset account must be linked to a separate nominated loan account.

17.5 Interest payable on each loan account linked to your offset account will be calculated on the daily balance of that loan account less the balance in the linked offset account.

17.6 No interest is payable on any offset account even if the balance exceeds the amount owing under your linked loan account.

17.7 You may draw funds from an offset account in the same way as for redraw as set out in clause 16.

17.8 We may reduce the amount you can draw from your offset account by the estimated amount of your next scheduled repayment.

18. Disclosures to guarantors

We may disclose the following documents to each guarantor:

(a) a copy of any notice, including correspondence, to us or to you;

(b) any credit report received in relation to you;

(c) any financial statements you have given us;

(d) any notice of demand, or information regarding a dishonour, on any loan with us;

(e) information on any excess or overdrawing;

(f) a copy of your loan account statement; and

(g) any other information or document relating to you and your loan accounts with us.

19. Insuring the Mortgaged Property

19.1 You must keep the Mortgaged Property insured for not less than its full replacement value on terms approved by us against loss or damage by fire, storm, flood, tempest and any other risks specified by us. You must also maintain public liability insurance in respect of the Mortgaged Property and any other insurance we reasonably require.

19.2 All insurance policies must be with an insurer approved by us, and our interest as mortgagee must be noted until the Amount Owing is repaid.

19.3 If any loss or damage to the Mortgaged Property occurs, we may enforce any rights under the insurance policy and settle any claim against the insurer. We may require any money paid by the insurer to be paid directly to us. We may apply that money as we see fit, including to repair or rebuild the Mortgaged Property, apply it towards repayment of the Amount Owing, or hold it as additional security for the loan.

19.4 You must provide evidence of currency of the insurance of the Mortgaged Property when requested by us.

20. Valuations of the Mortgaged Property

20.1 We may obtain valuations or other reports concerning the Mortgaged Property whenever and as often as we decide (acting reasonably). You must assist this process by providing access to and information about the Mortgaged Property when reasonably requested by us.

20.2 Our processes in relation to external expert valuations will be fair and transparent. Our communication will be clear and we will explain the purpose of the valuation to you.

20.3 We accept no responsibility if you rely on these valuations. You should obtain your own valuations of the Mortgaged Property.

21. Lenders mortgage insurance or lenders risk fees

IMPORTANT: If we require you to pay for lenders mortgage insurance or a risk fee, this insurance or fee protects us and not you. If you default under your mortgage and the Mortgaged Property is then sold, and the sale proceeds are insufficient to fully repay the Amount Owing, you are still responsible for repaying the balance outstanding under the mortgage.

21.1 If you are required to pay for lenders mortgage insurance or pay a lenders risk fee under your Loan Agreement, that insurance or fee protects the Lender and not you. The amount paid by you under your Loan Agreement is usually not refundable if you repay your loan early.

21.2 If you default under your mortgage, resulting in the sale of the Mortgaged Property, and the sale proceeds are insufficient to fully repay the Amount Owing, the Lender may incur a loss. The Lender may recover this loss under its lenders mortgage insurance policy or from its lenders risk fee. However, you are still responsible for repaying the amount outstanding under the mortgage because you are not protected by the lenders mortgage insurance policy or any other type of risk cover.

22. Construction loans

IMPORTANT: If you have a construction loan, we may suspend, reduce or cancel progress payments to protect our legitimate interests. For example, we can refuse to make any further advances if anything happens that adversely affects the value of the Mortgaged Property or if the building works are not proceeding satisfactorily.

22.1 No building works may be commenced on the Mortgaged Property without our prior written consent (which will not be unreasonably withheld). You must commence and complete construction within the timeframe, if any, specified in the special conditions to your Loan Agreement.

22.2 You must ensure that the building works are completed expeditiously in accordance with:

(a) the best skills and practices to our satisfaction;

(b) the plans and specifications approved by us; and

(c) the requirements of any responsible authority (such as a local council).

22.3 The Amount of Credit will be advanced progressively as and when we see fit to assist in the construction of building works. Generally, all progress payments will be made directly to the builder or service provider.

22.4 We may suspend, reduce or cancel any progress payment, and in particular can refuse to make any further advances if anything happens that we reasonably believe adversely affects the value of the Mortgaged Property or if the building works are not proceeding satisfactorily.

22.5 If total construction costs are less than the amount we agree to lend you for construction, we may reduce the amount we lend you accordingly.

22.6 If any insurer who has provided lenders mortgage insurance (or the provider of any other type of risk cover in respect of your loan) cancels, suspends or limits that insurance or cover, and that decision materially impacts our credit or security risk, we may demand repayment of the whole or any part of the Amount Owing on not less than 90 days' notice.

22.7 If you exceed the approved planned expenditure, we may require you to pay from your own funds before we approve your next drawdown request.

22.8 We may not approve a request for progress payments for supplies until they are installed or permanently affixed to the Mortgaged Property.

22.9 Any variations to the building works must be funded by you unless we agree otherwise in writing.

23. Your obligations in relation to construction

23.1 Before we make any progress payment under your Loan Agreement, we may require you to give us the following documents in a form and substance acceptable to us:

(a) a copy of the building contract, including all variations, between you and the builder in relation to the building works, with a completion date acceptable to us and with a licensed builder acceptable to us;

(b) a copy of the plans and specifications approved by the relevant authority in relation to the building works;

(c) a copy of the certificate evidencing home owners warranty insurance (where applicable);

(d) a copy of the certificate evidencing a builders all risk insurance policy and a copy of that policy;

(e) an identification survey report completed by a licensed land surveyor;

(f) a progress payment authority signed by you; and

(g) anything else we reasonably require.

23.2 You are still liable under your Loan Agreement if we make any progress payment without requiring any of these things.You must also:

(a) provide us with the following documents, as soon as the building works are complete:

(i) a copy of the certificate evidencing a general insurance policy noting our interest as mortgagee. The policy must include cover for fire and damage, evidenced by a copy of the certificate of currency (a cover note is unacceptable), and be otherwise on terms acceptable to us; and

(ii) a final certificate from the local council or other responsible authority confirming that building works have been completed in accordance with all relevant requirements;

(b) ensure that the agreed drawdown schedule is observed and that there are always sufficient funds available in the loan account to complete construction;

(c) promptly comply with any condition we impose in relation to any progress payment or the building works; and

(d) not vary or terminate the building contract without our prior written consent (which will not be unreasonably withheld).

23.3 We accept no responsibility in respect of the building works irrespective of whether we conduct any inspections, make any comments or requirements, or make any progress payments. You must satisfy yourself that the building works are properly carried out.

Secured Personal Loans

Clauses 24 to 27 (inclusive) are applicable to secured personal loans (including vehicle loans) only.

24. Mortgage and security interest

> **IMPORTANT: Your loan is secured by a mortgage and a security interest granted to us over the Security. If you default under your loan, we make take possession of and deal with the Security. You are liable or responsible for any loss of, or damage to, the Security. If the Security is stolen, lost, destroyed or damaged, we may require you to pay the Amount Owing. Alternatively, we may (but are not obliged to) accept other assets to replace the Security.**

24.1 By signing this loan contract, you grant to us a mortgage and a security interest over the Security (if any) and over any insurance policy relating to the Security. This includes any asset acquired in replacing the Security, or any modifications made to the Security (including any additions made or accessories purchased), and any money received from any insurance claim over the Security or received from an insurer following cancellation of a policy.

24.2 You agree to do anything we reasonably request to effect, more effectively secure, confirm and register the mortgage and security interest, including signing any documents.

24.3 You warrant that:

(a) you own the legal title to, or will own legal title to, the Security during the term of the loan; and

(b) there is no and will be no other security interest granted over the Security.

25. Your obligations in relation to the Security

25.1 You must:

(a) keep the Security in good condition and repair and not do anything that is likely to materially lower the value of the Security;

(b) keep the Security in Australia;

(c) not change the location of the Security, or if the Security is a motor vehicle, not change where it is usually garaged;

(d) promptly tell us if the Security is stolen, lost, seriously damaged or materially defective;

(e) not mortgage, charge or grant a security interest over the Security to another person;

(f) not sell, grant a licence over, lease or part with possession of, or give away the Security;

(g) not cause or allow the Security to be affixed to any other property without our prior written consent, which will not be unreasonably withheld;

(h) not make any alterations to the Security, and not remove any identification numbers. If any chattels are affixed to the Security, then those chattels form part of the Security and are subject to this loan contract;

(i) not do anything or allow anything to happen that might reduce the value of the Security;

(j) comply with all laws relating to the use, operation, maintenance and possession of the Security, including obtaining any necessary licenses or permits, and pay any money to maintain these licences or permits;

(k) repair, maintain and service the Security on terms which do not create a lien over the Security, and pay for all repair, maintenance and servicing promptly;

(l) ensure that operation and maintenance of the Security complies with all relevant laws and the manufacturer's instructions as to use;

(m) on request by us with reasonable notice, allow or arrange for us or our authorised agents or employees to inspect the Security and any records you hold pertaining to the Security;

(n) take all reasonable steps to keep the Security secured against theft or damage;

(o) immediately notify us if you become aware that another party may or will register a security interest over the Security; and

(p) deliver the Security to us if we are entitled to take possession of it.

26. Insuring the Security

26.1 You must maintain the following insurance over the Security:

(a) if the Security is a vehicle – comprehensive insurance over the vehicle against collision damage, theft, fire and other usual risks, third party property insurance, and compulsory third party insurance; and

(b) in any other case – insurance against fire, theft, accident, and any other risk we reasonably require in connection with the Security.

In each case, you must ensure that our interest as mortgagee/secured party is noted on the insurance policy, and you must provide us with evidence of the policy and its currency when we ask. The insurance must be of a value and on terms acceptable to us. You bear the entire risk of loss of, or damage to, the Security from any cause.

26.2 You must pay all insurance premiums relating to insurance of the Security on or before the due date.

26.3 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 any insurance we reasonably see fit and debit the cost to your loan account, but we have no obligation to do so.

26.4 You must not do anything by which any insurance policy relating to the Security could be prejudiced or cancelled or be subject to an increased premium.

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

26.6 If the Security is stolen, lost, destroyed or damaged so that repair is impractical or uneconomic, you must pay us the Amount Owing, less any insurance money paid to us, on not less than 30 days' notice. Any insurance money paid must be paid to us in reduction of your liability to us. If the money is paid to you, you must pay it to us promptly. Payment of the insurance money to us does not release you from liability for any other amount due under the Loan Agreement.

26.7 If the Security is stolen, lost, destroyed or damaged, we may (but are not obliged to) accept other assets to replace the Security. Any asset that is accepted as a replacement will be Security and subject to the Loan Agreement.

26.8 If repair is practical, you are obliged to repair the Security promptly.

26.9 We may enter the premises where the Security is held to gain access to the Security for any purpose under this loan contract provided that, in the case of occupied residential premises, we have a court order or the occupier of the premises has consented.

27. *Personal Property Securities Act 2009* (Cth) (PPS Act) provisions

27.1 The provisions of clauses 27.5 and 27.6 do not apply to any Security used predominantly for personal, domestic or household purposes.

27.2 You acknowledge that we will have a security interest under the PPS Act in respect of the Security, and you authorise us to register one or more security interests under the PPS Act in respect of this loan contract.

27.3 The rights and powers conferred on us by this loan contract or by law are in addition to any rights and powers conferred by the PPS Act.

27.4 For the avoidance of doubt, in addition to the powers under section 125 of the PPS Act, we may take any action after default authorised by this loan contract or by law, including delaying any disposal, leasing or action to retain any of the Security.

27.5 You waive your right to receive notice of:

(a) a verification statement under section 157 of the PPS Act in respect of commercial property;

(b) the removal of an accession under section 95 of the PPS Act;

(c) a decision to enforce a security interest pursuant to a land law under section 118 of the PPS Act;

(d) action to enforce security over liquid assets under section 121(4) of the PPS Act;

(e) a proposal to dispose of the Security under section 130 of the PPS Act;

(f) a statement of account under sections 132(3)(d) and 132(4) of the PPS Act; and

(g) any proposal by us to retain the Security under section 135 of the PPS Act.

27.6 You waive your right:

(a) to redeem the Security under section 142 of the PPS Act; and

(b) to reinstate this loan contract under section 143 of the PPS Act.

Default

28. Default interest and fees

IMPORTANT: If you do not make any payment by the due date, you must pay default interest on the overdue amount until it is paid. Default interest is payable on the whole of the Amount Owing if that amount becomes due.

28.1 If any amount due by you is not paid on the due date, you must pay:

(a) the overdue amount, as soon as possible;

(b) default interest on the overdue amount; and

(c) any default fees, specified in your Loan Offer,

until those amounts are paid.

28.2 Default interest is also payable on the following amounts until paid:

(a) the whole of the Amount Owing if that amount becomes due for any reason; and

28.3 any amount owing because you have drawn more than the amount available for redraw or because you have exceeded your credit limit.Acting reasonably, we may change the default rate of interest at any time without your consent. You will be notified of any changes in the default rate in the same way any variations to the interest rate are notified to you.

28.4 Default interest is calculated, accrues, is debited and is payable in the same way as ordinary interest.

29. Consequences of a breach of any term

If:

(a) you breach any term of your Loan Agreement, our MoveBank Access Terms and Conditions or any Other Agreement;

(b) an Event of Default occurs; or

(c) any Security or guarantee is terminated or is of reduced force and effect,

then:

(d) we will not be obliged to lend you any more money and we can stop any redraws or withdrawals from your offset account; and

(e) we may rectify the breach or Event of Default by performing your obligations under your Loan Agreement or any Other Agreement.

IMPORTANT: The events that may cause you to default under your loan are listed below. You may default under your loan even if you have made all your payments. If you default, you may lose your property.

30. Monetary Events of Default

A monetary Event of Default is an Event of Default that occurs as a result of your failure to make a payment. Each of the following is a monetary Event of Default:

(a) you do not pay any money due to us under your Loan Agreement or any Other Agreement by the due date for payment; or

(b) you do not pay any amount exceeding $50,000 to any person other than us by the due date for payment.

31. Non-monetary Events of Default

A non-monetary Event of Default is an Event of Default that occurs even if you have made all your payments. Each of the following is a non-monetary Event of Default:

(a) if you or a guarantor is an individual:

  (i) you become bankrupt;

  (ii) you are unable to pay your debts as they fall due; or

  (iii) you make any arrangement with your creditors;

(b) if you or a guarantor is a company:

  (i) proceedings are commenced to wind up the company;

  (ii) a receiver, manager, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the company or any part of the company's assets; or

  (iii) the company is, or is deemed or presumed by law or a court to be, insolvent;

(c) you or a guarantor no longer has legal capacity;

(d) enforcement proceedings are taken against you or a guarantor, or your or their assets, by another creditor;

(e) early repayment is required under any Other Agreement, or default based action is taken against you or a guarantor by us under any Other Agreement, in each case due to a non-monetary Event of Default of the kind described in this clause 31;

(f) we reasonably believe that you or a guarantor has not complied with the law or any requirement of any competent authority, and such non-compliance has or may have a material adverse effect on the assets of you or a guarantor or any business conducted by you or a guarantor;

(g) it becomes unlawful for you or us to continue with your Loan Agreement or any Other Agreement;

(h) you or a guarantor gives us information, or makes a representation or warranty to us, that is materially incorrect or misleading (including by omission), and is such that we would not have provided the loan, or would only have provided the loan on different terms, if we had known the correct information;

(i) you use the loan for a purpose not approved by us;

(j) you use the loan for an illegal or improper purpose, or to finance an illegal or improper activity;

(k) the assets of you or a guarantor are dealt with, or attempted to be dealt with, in breach of the terms of your Loan Agreement, any Security or any Other Agreement without our prior written consent (which will not be unreasonably withheld), including:

  (i) any of the Mortgaged Property becomes subject to a mortgage or charge without a priority agreement being in place between us and the other security holder on terms acceptable to us (acting reasonably);

  (ii) any of the Mortgaged Property becomes subject to a mortgage or charge without our prior written consent (which will not be unreasonably withheld); or

  (iii) the amount secured by any mortgage or charge over the Mortgaged Property is increased without our prior written consent (which will not be unreasonably withheld);

(l) you or a guarantor does not provide any financial information required by us in connection with your loan;

(m) you or a guarantor does not maintain any licence or permit necessary to conduct any business conducted by you;

(n) you or a guarantor does not maintain any insurance required by us in connection with your loan;

(o) legal or beneficial ownership, or management control, of you or a guarantor or your or their business, changes without our prior written consent (which will not be unreasonably withheld);

(p) without our prior written consent (which will not be unreasonably withheld), the status, capacity or composition of you or a guarantor changes, including:

  (i) you or a guarantor ceases to carry on all or a material part of your business or their, or disposes of all or a material part of your or their assets; or

  (ii) if you or a guarantor is an individual, you are sentenced to jail for a term of longer than 12 months;

(q) the Mortgaged Property is:

  (i) materially damaged, destroyed or demolished, and we reasonably consider that the Mortgaged Property cannot be expected to be reinstated within a reasonable time and without material loss of any material income from the Mortgaged Property; or

(ii) taken out of your control;

(r) there is a material reduction in the value of the Mortgaged Property;

(s) any repairs necessary to keep the Mortgaged Property in good repair are not made in a timely fashion;

(t) any amount required to be paid in connection with the Mortgaged Property (including council rates, water rates, land tax or shared title contributions) is not paid within 90 days' of the due date; or

(u) any other event specified to be an Event of Default for the purposes of your Loan Agreement occurs.

32. Notification of an Event of Default

Without limiting our rights under your Loan Agreement in any way, you must promptly notify us in writing if any Event of Default occurs.

33. What we can do if an Event of Default occurs

33.1 Subject to clauses 33.2 to 33.6 inclusive, at any time after an Event of Default occurs, we can take any of the following actions.

(a) Demand and require payment of any money due under your Loan Agreement.

(b) Call up the loan and require payment of the Amount Owing.

(c) Exercise any right or power conferred by law, your Loan Agreement or any Security, including taking possession of and selling any Mortgaged Property.

(d) In the case of a construction loan, complete the building works in any way we consider appropriate. We are not obliged to complete the building works. We may change the plans and specifications, and we may vary or terminate the building contract. We may employ any consultants or other builders we consider appropriate.

33.2 We will only act on a non-monetary Event of Default if the event by its nature is material, or we reasonably consider that the event has had, or is likely to have, a material impact on:

(a) the ability of you or a guarantor to meet your or their financial obligations to us (or our ability to assess this);

(b) our security risk (or our ability to assess this); or

(c) our legal or reputational risk where an event in clause 31(f), 31(g), 31(h) or 31(i) occurs.

33.3 If an Event of Default occurs, we will not:

(a) require you to repay the Amount Owing;

(b) take enforcement action against you; or

(c) enforce any Security held to secure repayment of your loan,

unless:

(d) we have given you at least 30 days' written notice of the Event of Default; and

(e) if the Event of Default is remediable, you have not remedied that Event of Default within 30 days.

33.4 If an Event of Default is remediable, and you remedy that Event of Default within 30 days, we may take any action specified in clauses 33.3(a), 33.3(b) or 33.3(c) if an Event of Default of the same type has arisen during that period.

33.5 We do not need to give you notice to repay an overdraft or on-demand facility.

33.6 If your loan is regulated by the National Credit Code, we do not need to give you a default notice or wait 30 days before commencing enforcement action if:

(a) we reasonably believe that we were induced by fraud by you or a guarantor to enter into your Loan Agreement;

(b) we have made reasonable attempts to locate you or a guarantor but without success;

(c) a court authorises us to begin enforcement proceedings; or

(d) we reasonably believe that you or a guarantor has removed or disposed of any mortgaged goods (or intends to remove or dispose of any mortgaged goods), or that urgent action is necessary to protect any mortgaged goods.

33.7 If your loan is not regulated by the National Credit Code, we may give you less than 30 days' notice, or no notice if:

(a) the Event of Default is unable to be remedied;

(b) it is reasonable for us to do so to manage a material and immediate risk relating to the nature of the relevant Event of Default, your particular circumstances, or the value of the Mortgaged Property or any Security; or

(c) we have already given you a notice to remedy a non-monetary Event of Default and you have not remedied that Event of Default.

33.8 We can take action even if we do not do so promptly after the Event of Default occurs. We do not lose any rights or forgive any Event of Default unless we do so in writing.

33.9 We can exercise these rights with or without taking possession of any Mortgaged Property. If we hold more than one Security, we can enforce any one of the securities first or all of them at the same time.

33.10 Our rights and remedies under your Loan Agreement may be exercised by any of our employees or any other person we authorise.

33.11 We can:

(a) sell the Security by way of private sale, auction, tender for cash, or on terms as we see reasonably fit;

(b) exercise all other rights permitted by the Loan Agreement over the Security, or which are authorised or permitted by law, including taking legal action against you;

(c) execute any transfer, assignment, discharge or other instrument we consider necessary for the enforcement or protection of our rights. For that purpose, you irrevocably authorise us to sign all such transfers, assignments, discharges and other instruments in your name; and

(d) give valid discharges for any amounts payable in relation to the sale of the Security.

33.12 We are not liable for any loss caused by the exercise, attempted exercise, failure to exercise, or delay in exercising any of our rights or remedies, except to the extent such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint.

34. Enforcement expenses

IMPORTANT: If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the Mortgaged Property, collection expenses, and any other internal or external costs we incur as a result of your default.

34.1 Enforcement expenses may become payable under your Loan Agreement and any Security if you breach your Loan Agreement or if an Event of Default occurs. We may debit your loan account with our enforcement expenses at any time after they are incurred, and we may then require you to pay these costs promptly after our demand (including by using any direct debit or similar authority you have given us), collect them with your regular repayments, or require them to be repaid by one or more repayments.

34.2 Enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).

34.3 Enforcement expenses include our expenses incurred in preserving, maintaining or selling the Mortgaged Property (including insurance, rates and taxes payable in respect of the Mortgaged Property), collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching your Loan Agreement or an Event of Default occurring (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher).

34.4 You indemnify us from and against any expense, loss, loss of profit, damage or liability that we incur as a consequence of a breach of your Loan Agreement or an Event of Default occurring, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

General provisions

35. Government charges and GST

35.1 You must pay us any government duties, taxes, and other charges on receipts, debits or withdrawals that apply to your loan, including:

(a) stamp duty;

(b) income tax payable by you (if the Commissioner of Taxation requires us to deduct this from your loan account);

(c) withholding tax; and

(d) goods and services tax (GST).

35.2 You must pay these duties, taxes and charges whether or not someone else is liable to pay them and whether or not the loan is made. We may debit these duties, taxes and charges to your loan account as and when they become payable. We do not need to tell you first.

35.3 If any payment to us is for a taxable supply for the purposes of GST or any similar tax, you must also pay to us an additional amount equal to the tax relating to that supply.

36. Information about you

36.1 You must promptly produce documents (such as financial statements) or other evidence we reasonably require enabling us to verify your identity or other information about you.

36.2 You must tell us promptly if you change your residential, postal or email address, or your phone number.

37. Anti-money laundering and counter-terrorism financing

37.1 You indemnify us from and against any loss that we incur as a result of a breach of laws in relation to money laundering and counter-terrorism financing, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

37.2 The Amount Owing may become payable if we reasonably believe that continuing with your Loan Agreement would cause us to breach an applicable law or would represent an unacceptable level of risk for us because:

(a) we reasonably believe that you have migrated to a country that we determine is 'high risk' given our obligations under anti-money laundering and counter-terrorism financing laws in respect of the services we provide;

(b) you fail to provide any information or document to us that we have requested for the purpose of our compliance with applicable laws (including any details necessary for us to verify your nationality in accordance with anti-money laundering and counter-terrorism financing laws); or

(c) we reasonably believe that you are 'high risk' given our obligations under anti-money laundering and counter-terrorism financing laws.

37.3 If any of the events in clause 37.2 occur, we will endeavour to give you not less than 90 days' notice to repay the Amount Owing.

37.4 We may delay, block, freeze or refuse a transaction from any of your loan accounts if we have reasonable grounds to believe that the transaction breaches Australian anti-money laundering and counter-terrorism financing laws, other laws or sanctions (or the law or sanctions of any other country). If transactions are delayed, blocked, frozen or refused, we are not liable for any loss you suffer in connection with your use of the loan account.

38. If your loan account has a credit balance

If you repay us more than the Amount Owing, we may place the excess funds into a suspense account or pay it to another account you hold with us. We may not pay you interest on that amount.

39. Governing law

39.1 Your Loan Agreement is usually governed by the laws of the Australian state or territory in which you reside. If there are two or more borrowers, and each of you reside in the same Australian state or territory when your Loan Agreement is entered into, your Loan Agreement is governed by the laws of that state or territory. If you have provided Security for your loan, and there are two or more borrowers who reside in different states or territories, your Loan Agreement is governed by the laws of the Australian state or territory in which the main Mortgaged Property (as determined by us) is located.

39.2 If any borrower does not ordinarily reside in Australia, your Loan Agreement is governed by the laws of the Australian state or territory in which the main Mortgaged Property (as determined by us) is located.

39.3 If your loan is unsecured and there are two or more borrowers who reside in different states or territories, this loan contract is governed by the laws of the State.

39.4 If any borrower does not ordinarily reside in Australia, this loan contract is governed by the laws of the State .

39.5 You submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to your Loan Agreement and the proper jurisdiction of any other court.

40. How we can deal with your Loan Agreement

IMPORTANT: We may disclose information about you to any third party involved in an actual or proposed assignment, novation or dealing by us, and that disclosure may be in a form that may enable that third party to identify you.

40.1 We may at any time assign, novate or otherwise deal with our rights and obligations under your Loan Agreement, any Security, and any document or agreement entered into or provided under or in connection with your Loan Agreement in any way we wish. You must sign anything and do anything we reasonably require to enable any dealing with your Loan Agreement, any Security, and any document or agreement entered into or provided under or in connection with your Loan Agreement. Any dealing with our rights does not change your obligations under your Loan Agreement in any way.

40.2 You may not assign, novate or otherwise deal with your rights or obligations under your Loan Agreement, any Security, and any document or agreement entered into or provided under or in connection with your Loan Agreement.

40.3 We may disclose information about you, your Loan Agreement or any Security to any person involved in an actual or proposed assignment, novation or dealing by us with our rights under your Loan Agreement.

41. Applicable laws

To the extent that your Loan Agreement is regulated under consumer legislation (such as the National Credit Code) or any other law, any provisions in your Loan Agreement that do not comply with that law have no effect, and to the extent necessary, your Loan Agreement is to be read so it does not impose obligations prohibited by that law.

42. Severability

If any provision of your Loan Agreement is illegal or becomes illegal at any time, the affected provision will cease to have effect, but the balance of your Loan Agreement will remain in full force and effect, and we may by notice vary your Loan Agreement so that the provision is no longer illegal.

43. If you are a trustee

If you are at any time a trustee of any trust, you are liable under your Loan Agreement in your own right and as trustee of the trust. Accordingly, we can recover against the trust assets as well as against you. An Event of Default occurs if there is a change of trustee, a termination of the trust, or any material change to the terms of the trust without our prior written consent, which will not be unreasonably withheld. You must comply with your obligations as trustee of the trust.

44. Changes to your contact details

You must tell us promptly if your contact details change (including any residential, postal or electronic address, or your phone number) or if you think there is any information that we should be aware of about your ability to comply with your Loan Agreement.

45. How we can give you notices or other documents in connection with your loan

45.1 Subject to any applicable laws, we may give you any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to your Loan Agreement or any mortgage given under your Loan Agreement by:

(a) giving it to you personally;

(b) leaving it at or posting it to your residential or business address last known to us;

(c) emailing it to your nominated email address;

(d) uploading it to an online platform or secure portal accessible to you;

(e) sending a push notification or similar alert to any mobile app or device you have authorised us to use for communication; or

(f) any other means permitted or required by law.

45.2 Subject to any applicable laws, you consent to any notice, statement, demand, court document or other document connected to your Loan Agreement or any mortgage given under your Loan Agreement being given to you by electronic means, including any documents that would otherwise require personal service in accordance with the relevant court rules in force in the jurisdiction in which the Mortgaged Property is located. Any notice, statement, demand, court document or other document given by us to you will be taken to have been served:

(a) if posted, when it would have been delivered in the ordinary course of post; and

(b) if sent electronically, on conclusion of transmission.

45.3 Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on our behalf.

46. If we are a trustee

If we are at any time a trustee or custodian of any trust, our liability is limited to the assets of that trust that are available to us to satisfy that liability.

47. Identification information

On request by us, you must provide us with any information we reasonably require about you or anyone authorised to operate your loan account and, if you are a company or trustee, information about beneficial owners of you.

48. If there is a trustee in bankruptcy or liquidator

If a trustee in bankruptcy or liquidator is appointed to you, they may ask us to refund a payment we have received in relation to your loan. To the extent we are obliged to or agree to make a refund, we may treat the original payment as if it had not been made except for the purpose of calculating interest payable by you.

49. Third party systems

Our provision of services and finance is dependent on third party systems and financing. We will not be liable to you for any failure or delay in meeting our obligations to you to the extent they are beyond our reasonable control, including:

(a) any disruption to financial markets;

(b) delays or failures in third party payment and settlement systems; and

(c) any disruption of the internet, interference from third parties over the internet, or in relation to third party IT systems and infrastructure.

Definitions and interpretation

50. Definitions

In your Loan Agreement, the following words are defined as follows.

(a) **Amount of Credit** means the amount specified in your Loan Offer as varied from time to time.

(b) **Amount Owing** means the total amount outstanding from time to time in respect of all your loan and/or overdraft accounts provided under your Loan Agreement, including all accrued interest, fees and charges (including where applicable those that accrue on partial or total repayment), and enforcement expenses and includes any part of that amount. If you have an overdraft, the Amount Owing will include any amount by which you have exceeded your Credit Limit.

(c) **Business Day** means a day that is not a Saturday or Sunday, or a national public holiday in Australia.

(d) **Credit Limit** means the maximum amount we state that we will lend to you.

(e) **Disclosure Date** means the date specified in your Loan Offer

(f) **Event of Default** means any event described in clauses 30 and 31.

(g) **Final Repayment Date** means the first to occur of:

  (i) the date on which your loan term ends;

  (ii) the date on which the final repayment is due as a result of an Event of Default;

  (iii) the date on which you elect to repay the whole of the Amount Owing;

  (iv) the date on which the whole of the Amount Owing becomes payable for some other reason; and

  (v) such other date that we agree with you.

(h) **Loan Agreement** means the loan agreement under which your loan is provided, which is comprised of the Loan Offer together with these terms and conditions.

(i) **Loan Date** means the date we first advance funds to you under your loan or the date we make funds available under your overdraft.

(j) **Loan Offer** means the Loan Offer issued by us to you for your loan or overdraft facility that incorporates these terms and conditions.

(k) **Mortgaged Property** means any real estate subject to the Security and, where the context permits, any other property subject to the Security, and includes any improvements, attachments or contracts relating to that property and any part of that property.

(l) **Other Agreement** means any other agreement or arrangement under which we provide financial accommodation to you at any time.

(m) **Security** means the security specified in your Loan Offer and any other security from time to time given to secure your obligations under your Loan Agreement.

(n) **State** means the state or territory that our registered office is located at the date of the Loan Agreement.

51. Interpretation

In your Loan Agreement:

(a) A reference to **$** refers to Australian dollars.

(b) a reference to the singular includes the plural and vice versa;

(c) a reference to a document includes any variation or replacement of it;

(d) a reference to a person includes any other entity recognised by law;

(e) a reference to a person or to a party to your Loan Agreement includes its successors and permitted assigns;

(f) headings are for ease of reference only and not to assist interpretation;

(g) the use of the word 'includes' or 'including' is not to be taken as limiting the meaning of the words preceding it; and

(h) use of examples is illustrative of the context only and does not limit the natural meaning of the terms of your Loan Agreement.

The information statement below will only apply to you if your loan is regulated by the National Credit Code. This statement is prescribed by law. If the borrower is a company, or if the loan is predominantly used for business purposes or investment purposes (except for investment in residential property), the loan will not be regulated by the National Credit Code.

INFORMATION STATEMENT
THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

THE CONTRACT

1. **How can I get details of my proposed credit contract?**

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before –

- your contract is entered into; or
- you make an offer to enter into the contract,

whichever happens first.

2. **How can I get a copy of the final contract?**

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy –

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. **Can I terminate the contract?**

Yes. You can terminate the contract by writing to the credit provider so long as –

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. **Can I pay my credit contract out early?**

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. **How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. **Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. **Can my contract be changed by my credit provider?**

Yes, but only if your contract says so.

8. **Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example –

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published by your credit provider.
- you get 20 days advance written notice for –
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider,

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. **Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at info@afca.org.au, or in writing to GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at http://www.asic.gov.au.

INSURANCE

10. **Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

11. **Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12. **If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. **In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. **What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

15. **If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. **Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. **Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. **What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise you may –

- if the mortgaged property is goods – give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19. **Can my credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

20. **If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. **When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

22. **What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways –

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. **What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request, you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

24. **Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

25. **Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER, YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT INFO@AFCA.ORG.AU, OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.