TERMS OF THE LOAN CONTRACT
VERSION 4 – AUGUST 2026

INFORMATION ABOUT THE CUSTOMER OWNED BANKING CODE OF PRACTICE

The relevant provisions of the Customer Owned Banking Code of Practice apply to this loan contract

Part A - Loan Terms

1. What are these terms about?

1.1 These are the Lender's Loan Contract General Terms and Conditions version 4 incorporated into loan agreements referring to these terms and conditions. They form part of your *loan agreement.*

1.2 This document does not contain all the pre-contractual information required to be given to you. You must read this document together with the document that contains the Financial Table.

1.3 Words printed *in italics* have special meanings. These words are defined at the end of this document or in the document that contains the Financial Table.

2. Is there anything else you need to read and comply with?

2.1 You must read and comply with:

(a) your *loan agreement* (which includes these Lender's Loan Contract General Terms and Conditions);

(b) the Mortgage Common Provisions;

(c) access methods, if applicable; and

(d) any other conditions reasonably imposed by the Lender.

2.2 Take particular notice of the things you must do, and must not do with the *mortgaged property,* and when your payments are due.

3. When is there a binding legal agreement between you and the Lender?

There is no binding legal agreement between us until the *settlement date* or such earlier date as we decide. This means that until the *settlement date:*

(a) you are not bound to go ahead; and

(b) acting reasonably, we have the right to change the terms of this *loan agreement* following reasonable written notice to you or to withdraw it altogether and decline to make an advance of funds to you. We are not obliged to make an advance of funds until all

relevant conditions are fulfilled to our satisfaction. You may be liable for reasonable costs incurred by us even if we decide not to proceed.

4. What happens if there are two or more borrowers?

4.1 If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means the Lender may sue any one of you for all the outstanding amounts.

4.2 Each borrower can bind each other borrower. For example, any one of you can authorise a redraw, split into one or more sub-loans, or any other activity in respect of your loan. Each borrower and any *guarantor will* be liable even though they did not know about or did not agree to the transaction.

WARNING. This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves and even though not all of you benefit equally.

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

5. Representations and warranties

5.1 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. You also represent and warrant that other than as disclosed to us in writing prior to the *settlement 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 which* require approval by the council or any other authority which have not been approved.

6. What can we do with your account?

6.1 We can debit your *loan agreement* account with any amounts lent to you or due under your *loan agreement.*

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

6.3 We may combine two or more sub-accounts if they have identical repayment types, annual percentage rates, fixed rate periods (if applicable), interest only periods (if applicable), and loan purposes, only after providing written notification to you. We may also combine any offset account with another loan account.

6.4 You may with our written approval split an account into two accounts or switch account types. The following are examples of switches. Some or all of these options may not be available to you.

(a) Convert from variable rate to fixed rate and vice-versa;

(b) Consolidate one or more accounts;

(c) Convert from interest only to principal and interest repayments and vice-versa; and/or

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

6.5 You may request a change prior to the initial advance being made to you, in which case the change takes effect from the *settlement date.*

6.6 If a new account is created, separate repayment dates and interest debit dates may apply to that new account. If an account is split into two or more accounts, or if you switch between types of interest rate, you may have to pay interest on the amount switched or split to the date on which the switch or split occurs. Interest will be debited and repayments will be due on the new sub-account monthly in arrears from the date of the split or switch.

6.7 If you switch from a fixed rate loan to a variable rate loan during the fixed rate period, a fixed rate break cost fee and/or a switch/split administration fee may be payable - see your *loan agreement.*

6.8 If you do not draw down the total *amount of credit on* the *settlement date,* any borrowing of the balance is subject to our approval.

7. What payments must you make?

7.1 You must make all payments and pay all credit fees and charges specified in your *loan agreement.* In addition, on the *final repayment date,* you must pay us the *amount you owe us* in respect of all your accounts.

7.2 Payments will be credited to your loan account only when actually received by the Lender. All payments must be made in full when they fall due, without setting off any amounts you believe the Lender owes you, and without counterclaiming any amounts from the Lender.

7.3 You may with our written approval make weekly or fortnightly repayments of the amount specified by us instead of making monthly repayments. If you want to make payments weekly or fortnightly, please make appropriate arrangements with us.

7.4 Payments are to be made by direct debit, by deduction from your salary or in any other reasonable method we agree with you. In any event, until your loan is repaid in full you must sign a direct debit authority to allow us to debit an account from which repayments will be made and you must keep that account open. You authorise us to obtain any payment due under your *loan agreement* by using the direct debit authority.

7.5 The amount of each payment will include any applicable direct debit fees, taxes or charges relating to the payment method. If the interest rate changes, we may change the repayments due by you, following written notification to you.

7.6 If any payment is due:

(a) on a day which is not a *business day,* or

(b) on a day which is the 29th, 30th or 31st of a month with no such date, the payment must be made on or before the next *business day.*

7.7 If any direct debit or cheque used for repayment is dishonoured, the repayment 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 the Lender.

7.8 If you become liable by a court order to pay any money due under your *loan agreement,* you must pay interest at the rate ordered by the court.

7.9 If your loan is a Reverse Mortgage Loan, the loan terminates and the balance becomes due in the following circumstances:

(a) when you sell or transfer the mortgaged property;

(b) if our reasonable opinion, a material diminution of the value of the mortgaged property that could prejudice us occurs as a result of your act or omission;

(c) within 6 calendar months of:

(i) the death of the last surviving borrower; or

(ii) the last borrower residing in the mortgaged property ceasing to do so for any reason.

7.10 If your loan is a Line of Credit Loan or an Overdraft facility:

(a) each amount withdrawn or debited to your account is a loan for the purposes of your *loan agreement*;

(b) the maximum amount of funds available to you at any time is calculated in accordance with the following formula, A - B - C - D + E = F, where

A = credit limit at the relevant time;

B= funds already drawn;

C = services fees and other fees due and payable by Borrower;

D = interest due and payable by the Borrower;

E = any repayments made by the Borrower to date; and

F = available funds for drawing

(c) you agree not to exceed the approved credit limit;

(d) we may without notice reduce the credit limit to the balance of your account at any time provided we notify you as soon as practicable afterwards; and

(e) where your account is in excess of the credit limit at any time, you must pay us immediately the amount to reduce the balance of the account to the credit limit.

8. How are your payments credited?

8.1 We can apply any payment or any other credit you authorise to any *amount you owe us* in any order we determine, acting reasonably.

8.2 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.

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

9. How is interest applied to your loan?

9.1 Interest charges are debited to your account monthly in arrears at the end of each month and on the *final repayment date.* Interest charges may also be debited on the date of any switch or split. If the date does not exist in a month (for example 31 April) interest will be debited on the last day of that month.

9.2 Interest charges are calculated by applying the interest rate to the unpaid balance owing to the Lender at the end of each day. The end of each day for calculating interest charges is 5.00pm

Eastern Standard Time. The interest rate applied each day is equal to the annual percentage rate applicable to the loan at the time divided by 365.

9.3 In addition to debiting interest to your account as specified above, we may debit interest whenever the loan is in default, the whole of the *amount you owe us* is repaid, there is any principal increase or variation in your *loan agreement*, or any change to the loan terms.

9.4 Interest accrues on a daily basis from the day the Lender draws cheques or otherwise allocates money at your request to make the first advance. This applies whether or not any real estate transaction to which the advance relates (eg, refinance or purchase) occurs on that day.

9.5 If more than one interest rate applies to your accounts, we will apply the higher interest rate to the relevant portion of the amount you owe us.

9.6 If your loan is an Interest in Advance Loan, we will debit your annual interest charge in advance on the day your loan is first drawn and on each anniversary of this date.

9.7 If your loan is a Bridging Loan, interest is capitalised for the duration of the loan term and is debited to your loan account at the end of the term.

9.8 If your loan is a Reverse Mortgage Loan:

(a) interest is capitalised for the duration of the loan term and is debited to your loan account monthly in arrears at the end of each month; and

(b) all capitalised interest will become payable at the end of the loan term or when any event in clause 7.9 is realised.

9.9 If your loan is a Line of Credit Loan:

(a) interest is capitalised for the duration of the loan term and is debited to your loan account monthly in arrears at the end of each month with no requirement for monthly repayments of interest unless clause 9.9(b) applies;

(b) where the Credit Limit has been reached, interest must be paid monthly on all amounts owing under the loan account; and

(c) all capitalised interest will become payable at the end of the loan term.

10. What happens if you repay early?

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

(a) repayments greater than your scheduled repayment will not be credited to any offset account you have established unless you specifically request that before making the payment;

(b) fees or a fixed rate break fee may be payable on early repayment of a fixed rate account; and

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

11. What are fixed rate break costs?

When a lender agrees to lend money to a customer for a fixed period at a fixed rate, the lender may enter into finance arrangements to enable it to do so, which may consist of the lender borrowing money on similar terms. If the fixed rate loan is repaid before the end of the fixed rate period, the lender may still be obliged to pay the agreed rate for the balance of the period to its own lender or may incur other costs with respect to its finance arrangements. This may result in a cost to the lender (commonly known as break costs). Lenders normally pass on this cost to borrowers. We will act reasonably when determining break costs and will charge no more than a reasonable estimate of our loss arising from the early repayment plus our average reasonable administrative costs.

Example

A lender may borrow money for three years at a fixed rate of 8% pa. The lender lends this money to you, also for three years, at say 9% per annum. During the three years, you decide to repay the loan early or switch to a variable rate. The lender incurs a cost in varying or cancelling the finance arrangements it has made.

This is an example only to assist your understanding of break costs. The Lender may use various funding techniques but the underlying principle holds true. Break costs may be payable even if there is no matching borrowing by the Lender.

WARNING: If the fixed rate loan or any part of it is terminated early break costs could be substantial particularly if market interest rates have reduced during your 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 the Lender may calculate break costs. The method of calculation is not ascertainable at the *disclosure date* in your *loan agreement.*

12. About your redraw facility

This clause 12 applies if your loan has a redraw facility.

IMPORTANT: We can change, suspend or cancel your redraw facility at any time.

12.1 We will tell you if redraw facilities are available. Redraws will be processed as we decide from time to time. If you request a redraw, we have full discretion whether or not to approve your request.

12.2 We may change, suspend or cancel the redraw facility at any time. We will tell you if we do any of these things.

12.3 Any redraw will be made from the loan account specified by you, or if no loan account is specified, the loan account determined by us.

12.4 Subject to clause 12.5, 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 contract*;

(b) your redraw facility has not been suspended or cancelled by us;

(c) no further charge or security interest has been granted over any of the *security*; and

(d) no other restrictions are set out in your *loan contract*.

12.5 The maximum amount available for 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 debits as reasonably determined by us.

12.6 The amount you redraw must not be less than the minimum amount specified by us from time to time, and must not be more than the maximum amount available for redraw. If you draw more than the amount available for redraw, you must repay the excess immediately, and we may charge default interest on that amount until it is repaid.

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

12.8 You must keep the method of making redraws from your loan accounts (including any offset sub-account) confidential to ensure that there are no unauthorised transactions or other dealings with your loan accounts.

12.9 You can obtain a redraw:

(a) if internet access is available under your loan, by using internet access in accordance with our internet access terms and conditions;

(b) if telephone access is available under your loan, by using telephone access in accordance with our telephone access terms and conditions; or

(c) by any other method we approve from time to time.

12.10 If you attempt to redraw more than the amount available for redraw, we may (but are not obliged to) stop or prevent the payment.

12.11 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.

13. Can your obligations under your *loan agreement* change?

13.1 Acting reasonably and following written notification to you, we can change or vary a term dealing with:

(a) the pricing of your facility (including credit fees and interest rates but subject to any specific agreement such as a fixed rate period);

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

(c) a change in law or market practice;

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

(e) a change in payment methods;

(f) any other reasonable change.

13.2 If you are not satisfied with any change or variation you may repay your loan in accordance with the early repayment provisions in this *loan agreement.*

13.3 You will be notified in writing and in accordance with applicable laws within a reasonable period prior to any change or variation to the provisions in this *loan agreement.* You may not be notified of changes which reduce your obligations.

13.4 The interest rates and repayments shown in the Financial Table section in your *loan agreement* are correct at the *disclosure date* but may change, following written notification to you, prior to the *settlement date* if the interest rate changes.

14. What if you have an offset sub-account?

14.1 We will tell you if offset facilities are available. We may review, suspend or cancel the off-set facility at any time, after providing reasonable written notice to you of our intentions to do so.

14.2 We do not make any representations about the tax effectiveness of any offset sub-account.

14.3 Interest payable on each nominated linked account will be calculated on the daily balance of that account less the balance in the linked offset sub-account.

14.4 Any offset sub-account(s) is not a stand-alone account and cannot be severed from your nominated loan account.

14.5 You must ensure that the balance of all your offset sub-accounts does not exceed the amount outstanding on your nominated loan account at any time. Where the balance of your offset sub-

account(s) exceeds the amount outstanding on your nominated loan account, we may send the excess funds back to you or apply them towards another of your loan accounts.

14.6 No interest is payable on the amount in your offset sub-account(s), even if that amount exceeds the amount owing under your nominated loan account.

14.7 You may draw funds from your offset sub-account(s) in the same way as set out above for redraw accounts.

15. When will you receive account statements?

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

Part B - Construction loans

This part only applies to loans made to assist in the construction of building works.

16. How does your construction loan work?

16.1 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.* In any event you must complete the building works expeditiously in accordance with the best skills and practices to our satisfaction in accordance with plans and specifications reasonably approved by us and in accordance with the requirements of any responsible authority (eg a local council).

16.2 The loan amount will be advanced progressively as and when we see fit to assist in the construction of building works.

16.3 If total construction costs are less than the agreed amount in your *loan agreement,* we may, following written agreement with you, reduce the amount we lend you accordingly.

16.4 We are under no obligation to make any progressive advances, and in particular can refuse to make any further advances if anything happens which in our opinion, acting reasonably, adversely affects the value of the *mortgaged property* or if the works are not proceeding satisfactorily.

16.5 If the insurer who has provided mortgage insurance, or if the provider of any other type of risk cover in respect of this loan cancels, suspends, or limits that insurance or cover, a default will have occurred, and we can, acting reasonably, demand repayment of the whole or any part of the *amount you owe us.*

16.6 If you overrun the approved planned expenditure, we may require you to fund the overrun from your own funds before we approve your next drawdown request.

16.7 Construction payments can only be applied to completed work fixed to the building. All variations must be funded by you using your own funds.

17. What are your obligations in relation to construction?

17.1 Before we advance any progress payment under your *loan agreement,* we may require you to give us the following in a form acceptable to us:

(a) A copy of the fixed price (inclusive of GST) building contract including all variations, between you and the builder in relation to construction, with a completion date of not more than 12 months from the construction commencement date;

(b) A copy of the plans and specifications approved by the relevant authority in relation to construction;

(c) Home owners warranty insurance (where applicable);

(d) A builders all risk policy and a certificate of currency for that insurance;

(e) Identification survey report completed by a licensed land surveyor; and/or

(f) Progress payment authority signed or authorised by you.

17.2 You must also do the following:

(a) As soon as the building works are complete, provide us with 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 not acceptable) and be otherwise on terms acceptable to us;

(b) Promptly after completion of construction provide to us:

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

(ii) a certificate of occupancy;

(c) Ensure that the agreed drawdown schedule is observed and that there is always a sufficient undrawn amount under this loan to complete construction.

(d) Promptly comply with any reasonable condition imposed by us in relation to any progressive draw or the works; and

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

You are still liable under your *loan agreement* if we make any advances without requiring any of these things and despite anything in relation to the construction. We accept no responsibility for anything relating to the building works.

Part C – Australian Government 5% Deposit Scheme

18. Definitions for this Part

18.1 In this Part C and where used in the *loan agreement*:

(a) **Scheme** or 5% **Scheme** means the Australian Government 5% Deposit Scheme administered by Housing Australia under the Housing Australia Investment Mandate;

(b) **Scheme Rules** means the Australian Government 5% Deposit Scheme Rules dated 1 October 2025, as amended from time to time;

(c) **Scheme-Backed Loan** means the loan the subject of a Guarantee Certificate issued by Housing Australia;

(d) **HA Guarantee** means the guarantee issued by Housing Australia to us in respect of the Scheme-Backed Loan; and

(e) **Eligible Borrower**, **Eligible Loan**, **Eligible Property**, **Eligible Building Contract**, **Eligible Construction Loan**, **Loan Agreement Date**, **Loan Settlement Date**, **LVR**, **Relevant Exemption** and other capitalised terms in this Part have the meanings given in the Scheme Rules.

19. Borrower Warranties

19.1 Where the loan provided to the borrower is a Scheme Backed Loan, you warrant that, as at the Loan Agreement Date, you satisfy all eligibility requirements under the Scheme Rules, including (as applicable):

(a) first-home buyer or category-specific eligibility;

(b) deposit and genuine savings requirements;

(c) income and citizenship/residency requirements;

(d) absence of disqualifying property ownership; and

(e) category-specific requirements (e.g. Single Parent, Single Legal Guardian, Regional First Home Buyer or any other categories applicable under the Scheme)

19.2 You warrant that all information provided to us in connection with the Scheme, including the Home Buyer Declaration, is true, complete, and not misleading.

19.3 You must immediately notify us if any eligibility criterion ceases to be satisfied.

19.4 If you believe you will not meet any of the time limits applicable under the Scheme, one calendar month before the relevant time limit expires you must request us to apply to Housing Australia for an extension of time to meet that condition and provide us with all necessary information and documents to do so. You will not be in breach under this *loan agreement* if the extension is granted but if you are not granted an extension of time and default on a Scheme time limit, it is a breach of this *loan agreement*.

20. Owner-Occupancy Obligations

20.1 Subject to clause 22, you must occupy the Property as your principal place of residence:

(a) within 6 months of the Loan Settlement Date; and

(b) continuously for as long as the loan remains a Scheme-Backed Loan.

20.2 You must notify us immediately if you cease to occupy the Property.

20.3 Unless a Relevant Exemption Applies, at the time of settlement of your Scheme Backed Loan, you must not own other real property or hold a leasehold interest in an Eligible Lease;

20.4 You acknowledge that failure to comply with this clause may result in cancellation of the Guarantee.

21. Use of Loan Proceeds

21.1 You must use all loan proceeds solely for the purchase or construction of the Eligible Property.

21.2 You must not use any portion of the loan for personal, investment, business, or other non-permitted purposes.

22. Additional Construction Terms

22.1 Notwithstanding anything in Part B, where the loan provided to the borrower is a Scheme Backed Loan for a New-Build Dwelling you must:

(a) enter into an Eligible Building Contract either before or within 6 months of the Loan Settlement Date;

(b) commence construction within 12 months of becoming the registered owner of the land;

(c) complete construction within 36 months of becoming the registered owner of the land; and

(d) for an Established Dwelling or a New-Build Dwelling under an Off-the-Plan Arrangement, occupy the Property within 6 months of the Loan Settlement Date;

(e) for a New-Build Dwelling under either a House and Land Package or a Land and Separate Contract to Build Home Package or a Land and Separate Contract to Build Home, occupy the Property within 6 months of the date of the issue of an occupancy certificate for the dwelling.

22.2 You must provide evidence of commencement and completion of construction when requested.

22.3 You acknowledge that failure to achieve milestones in this Part may result in cancellation of the Guarantee.

23. LVR Restrictions and Redraw Limitations

23.1 You acknowledge that the Scheme requires the LVR at origination to fall within the ranges specified in the Scheme Rules.

23.2 You must not request redraws, top-ups, or variations that would cause the LVR to exceed Scheme limits unless permitted by the Scheme Rules.

23.3 We may refuse any redraw, top-up or variation that we consider would jeopardise your eligibility to remain in the Scheme or the Guarantee.

24. Ongoing Borrower Obligations

24.1 You must:

(a) comply with the Guarantee and all Scheme Rules applicable to you;

(b) provide any information reasonably required by us to demonstrate ongoing compliance;

(c) notify us of any change in circumstances that may affect eligibility or occupancy;

(d) cooperate with any review or audit conducted by the Lender or Housing Australia.

25. Data Sharing and Privacy Consent

25.1 You consent to us providing to Housing Australia, the Commonwealth and any other agency or entity authorised by them:

(a) your personal information;

(b) your financial information;

(c) information about your loan; and

(d) any other information required under the Scheme Rules, including information about your eligibility or ineligibility to apply for or remain part of the Scheme.

25.2 You acknowledge that our obligations to Housing Australia include an obligation to report any reasonable suspicion or knowledge we have of you not being eligible for the Scheme including your becoming ineligible to remain in the Scheme after entry into the Scheme-Backed Loan.

25.3 You acknowledge that this information may be used for:

(a) Scheme administration and management;

(b) compliance monitoring and investigations of any kind;

(c) audit;

(d) reporting;

(e) verification of eligibility; and

(f) determining if your participation in the Scheme should be rejected or terminated for non-eligibility or breach of the Scheme Rules.

25.4 We must notify you of any suspected data breach relating to your personal information in accordance with the Scheme Rules and in any event as soon as practicable.

26. Guarantee Cancellation and Consequences

26.1 You acknowledge that Housing Australia may cancel the Guarantee if:

(a) eligibility criteria were not met at origination;

(b) you cease to occupy the Property;

(c) you acquire additional property (where prohibited from doing so);

(d) construction milestones are not met;

(e) you provides false or misleading information, whether deliberately or otherwise; or

(f) any other ground under the Scheme Rules applies.

26.2 If the Guarantee is cancelled for any reason, we may:

(a) vary the interest rate;

(b) vary the loan terms;

(c) require repayment of all or part of the loan;

(d) require Lenders Mortgage Insurance;

(e) convert the loan to a standard product; or

(f) if the Guarantee is cancelled because of a breach by you, take any enforcement action permitted under the Loan Agreement.

26.3 If the Guarantee is cancelled and the LVR at the time of cancellation is above 80%, we will require Lenders Mortgage Insurance, the cost of which will be added to the loan principal. Your repayment amounts will increase to accommodate this higher loan amount.

27. Refinancing and Assignment Restrictions

27.1 You acknowledge that refinancing of a Scheme-Backed Loan is subject to the Scheme Rules and may require Housing Australia approval.

27.2 You acknowledge that we may not assign the Scheme-Backed Loan except in accordance with the Scheme Rules.

27.3 You consent to the transfer of your information to any transferee approved under the Scheme.

28. Borrower Cooperation

28.1 You must provide all documents, declarations, and information required by us to comply with the Scheme Rules.

28.2 You must sign any additional forms reasonably required by us to maintain the Guarantee.

28.3 You must cooperate with any enquiries made by Housing Australia into your eligibility to be part of the Scheme and comply with any notices issued by Housing Australia in relation to your loan.

28.4 If you provide us with any information that is incorrect or may have the tendency to mislead, you must correct or clarify that information as soon as possible.

29. Application and Inconsistency

29.1 The terms in this Part C apply as far as they are relevant because:

(a) you have applied for a Scheme-Backed Loan; or

(b) we have entered into a Scheme-Backed Loan with you.

29.2 If your loan has ceased to be a Scheme-Backed Loan, the terms in this Part C:

(a) that are not required to be continued by the Scheme Rules;

(b) have no ongoing function for you or us in relation to the Scheme Rules; and

(c) which do not relate to accrued rights or responsibilities between you and us,

will cease.

29.3 When these terms apply, if there is any inconsistency between this Part and the remainder of the Loan Agreement, this Part prevails to the extent of the inconsistency.

29.4 Nothing in this Part C or this Loan Agreement overrides any term in the Guarantee or the Scheme Rules.

30. Survival

30.1 Your obligations under this Part C survive:

(a) settlement of the loan;

(b) any variation of the loan;

(c) any cancellation of the Guarantee; and

(d) any assignment permitted under the Scheme Rules.

Part D - Default

31. Default rate

31.1 Acting reasonably and following written notification to you, we may change the default rate. 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.

31.2 If any amount due by you is not paid on the due date, you must pay default interest on the amount in default until it is paid. You may also be liable for default fees as specified in your *loan agreement.* If for any reason your entire loan amount becomes due, interest at the applicable default rate is payable on the entire amount.

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

(a) the whole of the *amount you owe us* if that amount becomes due for any reason; and

(b) any amount owing because you have drawn more than the amount available for redraw (if any) or because you have exceeded the credit limit of your line of credit account (if any).

31.4 Default interest accrues and is payable in the same way as ordinary interest.

32. Breach of any term

If you breach any term of your *loan agreement* or any *other agreement:*

(a) we will not be obliged to provide you any new financial accommodation;

(b) if your loan agreement is for an Overdraft Account or a Line of Credit Account, we can reduce the Credit Limit; and

(c) we may rectify the breach by performing your obligations under your *loan agreement* or any other agreement.

33. When will you be in default?

You are in default if we make a written determination to you, acting reasonably, that an *event of default has* occurred in accordance with this *loan agreement*. A determination by us will be final and binding on you and any *guarantor.* You must promptly inform us in writing if any *event of default* occurs.

34. Monetary *events of default*

Each of the following is an *event of default.*

(a) you fail to pay any money due to us under your *loan agreement* or any *other agreement* by the due date; and

(b) you fail to pay any amount exceeding $50,000 to any person other than us by the due date.

35. Non-monetary *events of default*

Each of the following is an *event of default:*

(a) if you are 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 are 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 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 have 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 a separate financing arrangement you or a *guarantor* have with us, or default based action is taken against you or a *guarantor* by us, in each case due to an *event of default which* is described in this clause 35;

(f) we reasonably believe that you, your agent or a *guarantor* have not complied with the law or any requirement of a statutory authority, and such non-compliance has, or has the potential to have, a material effect on any business you conduct;

(g) it becomes unlawful for you or us to continue with your *loan agreement* or any *other agreement,*

(h) you or a *guarantor give* us information, or make 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, for an illegal or improper purpose, or to finance an illegal or improper activity;

(j) your assets or a *guarantor's* assets are dealt with, or attempted to be dealt with, in breach of the terms of your *loan agreement* 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);

(k) you or a *guarantor do* not provide financial information required by any agreement with us;

(l) you or a *guarantor do* not maintain a licence or permit necessary to conduct any business you conduct;

(m) you or a *guarantor do* not maintain insurance required by any agreement with us;

(n) 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);

(o) 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* cease to carry on your business or a material part of your business, or dispose of substantially all of your assets; or

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

(p) the mortgaged property is:

  (i) substantially damaged or destroyed, and we consider in our reasonable opinion 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;

(q) you, or any person on behalf of you, breach any material undertaking given to us or any condition imposed by us;

(r) all repairs necessary to keep the *mortgaged property* in good repair are not made in a timely fashion;

(s) 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 due date; or

(t) any other event agreed in writing by you to be an *event of default* for the purposes of your *loan agreement.*

36. What can the Lender do when you are in default?

36.1 Subject to clauses 36.2 to 36.6 inclusive, at any time after an *event of default occurs,* we can take any of the following actions:

(a) demand and require immediate payment of any money due under your *loan agreement;*

(b) call up the loan and require payment of the entire balance owing under your *loan agreement;*

(c) exercise any right, power, or privilege conferred by any law, your *loan agreement,* or any *security;*

(d) use any money of yours in any account with us to reduce the *amount you owe us;*

(e) where your loan agreement is for an Overdraft Account or Line of Credit Account, suspend your ability to withdraw any further money;

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

(g) 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. We may employ any consultants or other builders we consider appropriate.

36.2 We will only act on a specific 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) your or a *guarantor's* ability to meet your or their financial obligations to us;

(b) our credit or security risk (or our ability to assess these); or

(c) our legal or reputational risk where an event in clause 35(f),35(g), 35(h) or 35(i) occurs.

36.3 We will not:

(a) require you to repay the loan;

(b) take enforcement action against you; or

(c) enforce any *security* held to secure repayment of this loan, unless:

(i) we have given you at least 30 days written notice of the *event of default* and

(ii) if the *event of default is* rectifiable, you have not rectified that *event of default;* and

(iii) no *event of default of the* same type has arisen during that period.

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

36.5 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) based on our reasonable opinion, it is necessary for us to act to manage an immediate risk;

(b) you or a *guarantor* become insolvent, go into bankruptcy, voluntary administration or other insolvency process or arrangement, or no longer have legal capacity;

(c) enforcement action is taken against you by another credit provider;

(d) we reasonably believe that you or a *guarantor* have not complied with the law or any requirement of a statutory authority; or

(e) we have already given you a notice to rectify a non-monetary *event of default.*

36.6 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* have removed or disposed of the *mortgaged property,* or that urgent action is necessary to protect the *mortgaged property.*

36.7 We can take action even if we do not do so promptly after the default occurs. We do not lose any rights or forgive any defaults unless we do so inwriting.

36.8 We can exercise these rights with or without taking possession of any *mortgaged property.* If the Lender holds more than one *security,* we can enforce any one of the securities first or all of them at the same time.

36.9 Our rights and remedies under the *loan agreement* may be exercised by any of our employees or any other person we authorise.

36.10 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 where such loss arises from fraud, negligence or wilful misconduct by us, our employees or a receiver we appoint.

37. Are you liable for enforcement expenses?

37.1 Enforcement expenses may become payable under your *loan agreement* and any *security* if you default. You must pay on demand and we may debit your account with our reasonable costs in connection with any exercise or non-exercise of rights arising from any default, including:

(a) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher; and

(b) our internal costs.

37.2 Where the loan is regulated by the National Credit Code or similar laws, these costs will not exceed our reasonable enforcement costs including internal costs.

37.3 These expenses include the Lender's and Manager's expenses incurred in preserving or maintaining the *mortgaged property* (including insurance, rates and taxes payable in respect of any *security),* collection expenses and expenses resulting from dishonour of a cheque or payment. These expenses may be debited to your loan at any time after they are incurred.

37.4 You indemnify the Lender from and against any expense, loss, loss of profit, damage, or liability which the Lender incurs as a consequence of a default occurring, except where such loss arises from fraud, negligence or wilful misconduct by us, our employees or a receiver we appoint.

Part E - General provisions

38. Do you have to pay government charges?

38.1 You must pay us on request any government duties, taxes and other charges on receipts, debits or withdrawals that apply to your loan. This includes (but is not limited to):

(a) stamp duty;

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

(c) withholding tax; and

(d) goods and services tax (GST).

38.2 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.

39. What happens if you have a *guarantor?*

You agree to allow us to disclose the following documents to each *guarantor* named in your *loan agreement*

(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 about you and your accounts with us.

40. Must you provide financial statements?

Within 14 days of our request, acting reasonably, you must provide to us any information we require relating to your business, assets, and financial affairs. For example, we may require a copy of an individual's taxation return or an assets and liability statement. In relation to a company, we might require a balance sheet, a profit and loss account, or both. We may require this information to be certified or audited.

41. What happens if your account has a credit balance?

If you repay us more than the *amount you owe us,* we may place the excess funds into a suspense account, deposit it into your bank account or pay it to you in any other form we shall reasonably determine. We will not pay you interest on that amount.

42. Will we obtain valuations of the *mortgaged property?*

42.1 We may obtain independent valuations or other reports concerning the *mortgaged property* whenever and as often as we decide. You must assist this process by providing access to and information about the *mortgaged property.*

42.2 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.

42.3 We accept no responsibility if you rely on these valuations. You should obtain your own valuations of the *mortgaged property.*

43. What law applies to your *loan agreement?*

43.1 If, when your *loan agreement* is entered into, each of you reside in the same Australian state or territory, your *loan agreement* is governed by the laws of that state or territory. Otherwise, your *loan agreement* is governed by the laws of the Australian state or territory in which the Lender first provides the loan.

43.2 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.

44. How can your *loan agreement* be dealt with?

44.1 We may 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* without your consent. 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.* Of course, any dealing with our rights does not change your obligations under your *loan agreement* in any way.

44.2 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*, without the prior written consent of the Lender.

44.3 We may disclose information about you, your *loan agreement,* or the *security* to anybody involved in an actual or proposed assignment, novation or dealing by us with our rights under your *loan agreement.*

45. What about any relevant legislation or statutes?

45.1 To the extent that your *loan agreement* is regulated under consumer legislation (eg the National Credit Code) or any other law, any provisions in your *loan agreement which* 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.

45.2 If any of the provisions of your *loan agreement* are illegal or become illegal at any time, the affected provisions 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.

46. What happens 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, the Lender can recover against the trust assets as well

as you. Default occurs if there is a change of trustee, a termination of the trust, or any change to the terms of the trust without our written consent, which we must not unreasonably withhold.

47. What should you do if your residential address changes?

You must tell us promptly if your contact details change (including any residential, postal, telephone or electronic address - eg email address, mobile or SMS), or if you think there is any information that we should be aware of about your ability to comply with your *loan agreement.*

48. How can the Lender give you notices about your loan?

48.1 Subject to any applicable laws, we may give you a notice by personal delivery, electronic means, or prepaid ordinary post, sent to your address shown on your *loan agreement,* sent to your registered office (if you are a company), or sent to your last address known to us (including an electronic address). We may also give a notice in any other way authorised by law.

48.2 The notice may be signed by any employee, solicitor, or agent on our behalf.

49. What if the Lender is a trustee?

If the Lender enters into this *loan agreement* as trustee of a trust, the liability of the Lender is limited to the assets of that trust which are available to the Lender to enable it to satisfy that liability.

50. Assignment

You agree that we may assign our rights under this loan contract, any mortgage or any guarantee without further consent from you, if we choose to do so. If our rights under this loan contract are assigned to another person, or pass by law to another person, you will have (and may exercise) the same rights in respect of the loan contract against the assignee as you have against us.

51. What happens if a borrower dies?

The *amount you owe us* must be repaid within 180 days from the date you die (or if there is more than one borrower, the last of you dies) unless other arrangements are made for the continuation of the loan to our satisfaction.

52. Identification information

On request by us you must provide us with any information we require about:

(a) you;

(b) anyone authorised to operate your account;

(c) if you are a company:

(i) your directors, secretaries and shareholders;

(ii) if any of your shares are not held beneficially, the beneficial owners of the shares; or

(d) if you are a trustee, other trustees, the appointors, and the beneficiaries of the trust.

Part F - Definition and Interpretation

53. Definitions

In this document and your *loan agreement,* the following words are defined as follows. Terms defined in the document containing the Financial Table have the same meaning in this document.

(a) *amount of credit* means the amount specified in the Financial Table in your *loan agreement;*

(b) *amount you owe us* means the total amount outstanding from time to time in respect of all your accounts provided under your *loan agreement,* including all accrued interest, fees and charges (including where applicable those that accrue on partial or total repayment);

(c) *business day* means a day that is not a Saturday or Sunday, or a New South Wales, or Commonwealth public holiday on which banks are generally not open to conduct business in New South Wales;

(d) *disclosure date* means the date specified in the Financial Table of your *loan agreement;*

(e) *event of default means* any of the events described in clauses 34 and 35;

(f) *final repayment date* means the date on which your loan term ends, the date on which the final repayment is due as a result of your default, the date on which you elect to repay the *amount you owe us,* or such other date which we agree with you;

(g) *guarantor* means anyone who at any time guarantees to us the payment of all or any part of the *amount you owe us,* and includes the guarantor specified in your *loan agreement;*

(h) *loan agreement* means the loan agreement which incorporates these Lender's Loan Contract General Terms and Conditions and includes any variations of that loan agreement;

(i) *mortgaged property* means any real estate subject to the *security* specified in your *loan agreement* and, where the context permits, any other property subject to the *security;*

(j) *other agreement* means any other agreement or arrangement under which the Lender provides financial accommodation to you or any *guarantor at* any time;

(k) *security* means any security specified in your *loan agreement that* secures your obligations and any other security from time to time given to secure your obligations; and

(l) *settlement date* means the date we first advance funds to you.

54. Interpretation

In this document:

(a) a reference to the singular includes the plural;

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

(c) headings in your *loan agreement* are for ease of reference only and not to assist interpretation; and

(d) 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 this loan is predominantly used for business purposes or investment purposes (except for investment in residential property) it 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;
  - 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 at 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 can not 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 can not 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 can not do with the property.

18. What can I do if I find that I can not 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 NationalCredit Code.

GENERAL

22. What do I do if I can not 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 can not 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 can not 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 AT 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.