

These Terms and Conditions are between me and the Credit Provider.
I agree to be bound by these Terms and Conditions, which are part of my offer to borrow.

1. Information disclosed in Schedule at Disclosure Date

- 1.1 The information that is disclosed in the Schedule at the Disclosure Date is made on the assumption that the whole of the Loan is made on the same date.

2. Acceptance

- 2.1 This Agreement may be accepted by the Credit Provider disbursing all or any part of the Loan in connection with this Agreement. The Credit Provider may in its discretion refrain from disbursing all or any of the Loan until it is provided with the security required.

3. Disbursements

- 3.1 It is agreed that the whole of the Loan funds will be disbursed according to my directions on the Disbursement Date by the Credit Provider:
- 3.1.1 paying or crediting the accounts of the respective payees named in the Schedule; or
 - 3.1.2 deducting and retaining any amount being repayment of existing debt;
 - 3.1.3 setting aside an amount in a separate account for a payee in the Credit Provider's books.
- 3.2 The amount stated as disbursements are amounts which the Credit Provider will lend and which are repayable by me to the Credit Provider. If an amount is incorrect and is understated, it shall be my obligation to pay the deficiency from my own resources. If an amount is incorrect and is overstated, it shall be the Credit Provider's obligation to refund to me the excess. Any interest paid by me in respect of the excess will either be refunded or credited to my account.

4. Interest**4.1 Calculation of interest where repayments are fortnightly**

- 4.1.1 Interest will be calculated on the daily unpaid balance of the Loan, at the rate determined by dividing the Annual Percentage Rate in the Schedule by 365, and debited fortnightly to the unpaid balance of the Loan commencing on the expiration of one fortnight from the Disbursement Date.

4.2 Calculation of interest where repayments are NOT fortnightly

- 4.2.1 Interest will be calculated at the monthly rate, determined by dividing the Annual Percentage Rate in the Schedule by 12, upon the unpaid daily balances for each day in the month added together and divided by the number of days in that month; interest will be debited monthly to the unpaid balance of the Loan commencing on the expiration of one month from the Disbursement Date.

4.3 Business days

- 4.3.1 If interest is due to be debited or a repayment is due to be made on a day which is not a business day, it will be debited on or the repayment will be due on the next business day.

4.4 Interest debited

- 4.4.1 Interest debited shall be added to the unpaid balance of the Loan and shall accrue interest at the same rate and manner as the unpaid balance of the Loan.

5. Payment

- 5.1 I will repay the Credit Provider the Loan and pay the total amount of interest by making the repayments set out in the Schedule. I will pay on demand any additional interest that has accrued because I am late in making any repayments. Subject to clause 5.2, payments shall be applied first to any enforcement expenses which remain unpaid, then to any outstanding credit fees or charges payable under this Agreement, then to interest and then to the unpaid balance of the Loan. If the final repayment is not sufficient to pay the balance of the Loan and interest, that repayment shall be increased to such an amount as will be sufficient to repay the Loan and interest in full. If the repayments would overpay the Loan and interest, the last repayment shall be reduced accordingly. I

acknowledge that if there is more than one borrower under this Agreement, each of us is individually liable to the Credit Provider individually under this Agreement, as well as jointly liable with one another.

- 5.2 All payments shall be made free and clear of exchange or any government stamp duty on receipts. The Credit Provider may in its discretion debit my account with government duties on receipts or deduct any such duty paid or payable by the Credit Provider from the amount of any payment. The balance net after such deductions shall be applied as provided in clause 5.1. There is no duty on receipts.
- 5.3 If I owe the Credit Provider money under any other Agreement and I make a payment to the Credit Provider which is insufficient to satisfy the repayment requirements of each Agreement, then unless I specify to which Agreement or Agreements and in which proportions the payment is to be applied, the Credit Provider may appropriate such payment to such Agreements in such proportions as the Credit Provider thinks fit.
- 5.4 Where a repayment falls due on the 29th, 30th or 31st day of a month which does not contain such a date then the repayment shall be due on the last day of that month.
- 5.5 All moneys will be paid to the Credit Provider at such address as the Credit Provider shall from time to time nominate in writing to me. Unless paid by bank authority or direct debit authority, each payment must be accompanied by details identifying the Loan. Payments must be made by the end of the business day that the repayment is due. Unless I make arrangements to make each repayment by an Approved Direct Payment Method (or if I make arrangements but later cancel them) I will be taken to request that repayments be made by cash or cheque and I must pay the Credit Provider the Cash/Cheque Payment Charge stated on the Schedule.
- 5.6 Any cheque, promissory note, negotiable instrument or bank order received by the Credit Provider for moneys payable shall be regarded as conditional only and shall not be deemed payment until those funds have cleared. The Credit Provider's rights and powers shall not be affected by such receipt prior to the clearance of the funds.
- 5.7 **I will pay the Credit Provider**
- 5.7.1 the Establishment Fee detailed in the Schedule;
 - 5.7.2 the Early Termination Fee if the balance of the Loan outstanding is paid or becomes payable prior to the time that the final repayment becomes due in accordance with the Schedule ("Termination Event");
 - 5.7.3 The amount of any Early Payment Loss if part of the balance of the Loan outstanding is paid prior to the times stated in the Schedule or a Termination Event occurs ("Payment Event"); and
 - 5.7.4 any other credit fee and charge detailed in section A(7) of the Schedule, which will be payable on the date that it is due.

Warning: If you prepay part or all of the Loan, the amount of costs or losses may be significant, particularly in the case of fixed rate facilities. If you wish to prepay part or all of the Loan, you should discuss it with the Credit Provider first and the Credit Provider can calculate the costs or losses that you would have to pay if you made the prepayment. This will help you to decide whether you want to go ahead with the prepayment.

- 5.8 Any fee or charge for which I become liable but do not pay (including any unpaid enforcement expense) will be debited to the outstanding balance of the Loan and will accrue interest at the same rate and in the same manner as the unpaid balance of the Loan.
- 5.9 The Credit Provider may, at any time and from time to time, waive on conditions, its rights to receive fees. If the Credit Provider does not, for any reason, collect a fee or charge to which it is entitled, the Credit Provider has not waived its rights to collect the fee or charge for future transactions of the same nature.

6. Anti-Money Laundering

- 6.1 I agree that the Credit Provider may delay, block or refuse to process any transaction without incurring any liability if it suspects that:
- 6.1.1 the transaction may breach any laws or regulations in Australia or any other country;
 - 6.1.2 the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or

- 6.1.3 the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 6.2 I must provide all information to the Credit Provider which the Credit Provider reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic trade sanctions risk or to comply with any laws or regulations in Australia or any other country. I agree that the Credit Provider may disclose any information concerning me to any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere.
- 6.3 Unless I have disclosed that I am acting in a trustee capacity or on behalf of another party, I warrant that I am acting on my own behalf in entering into this Agreement.
- 6.4 I declare and undertake to the Credit Provider that the processing of any transaction by the Credit Provider in accordance with my instructions will not breach any laws or regulations in Australia or any other country.

7. Existing debt

- 7.1 Where any part of the Loan is applied to repayment of another existing debt owed to the Credit Provider, I expressly stipulate that such account shall not be regarded as settled. Either the Credit Provider or I shall be entitled to call for an accounting and the payment of any balance of account. Interest shall not accrue on any balance of account found to be outstanding to me.

8. Insurance

- 8.1 I request the Credit Provider to pay the amount(s) set out to be disbursed as insurance in the Schedule. The Credit Provider's liability shall be limited to making such payment(s). I shall be responsible to arrange such insurance and to pay the correct premium.

9. Enforcement expenses

- 9.1 If I default in the due performance or observance of any of the terms or conditions of this Agreement or mortgage or any collateral security I shall pay on demand the Credit Provider's expenses reasonably incurred in enforcing or preserving the Credit Provider's rights under the Agreement the mortgage or the security. Such expenses will include the Credit Provider's reasonable legal costs and the Credit Provider's costs and expenses (including internal expenses) reasonably incurred in:
- 9.1.1 re-presenting cheques for payment
 - 9.1.2 collecting arrears
 - 9.1.3 satisfying any lien or prior mortgagee's repossession or attempted repossession of the goods; and
 - 9.1.4 retaining and instructing external agents should I default.

10. Government charges

- 10.1 I shall be liable for and indemnify the Credit Provider against all government fees and charges imposed now or in the future in respect of this Agreement and related mortgage (if any), or this transaction.

11. Security

- 11.1 Unless it is agreed in the Schedule that a mortgage over the Goods is not given, I shall do all things necessary to ensure the Credit Provider obtains a first mortgage of the Goods. I shall also ensure that the Credit Provider obtains each other security and guarantee in the Schedule. The Credit Provider may at any time and from time to time, without any obligation to do so, set off the amount of any indebtedness or liability (liquidated or unliquidated) of me to the Credit Provider against the amount of any indebtedness or liability (liquidated or unliquidated) of the Credit Provider to me.

12. Goods mortgage

(To apply unless it is agreed in the Schedule that a mortgage over the Goods is not given.)

- 12.1 For valuable consideration provided or to be provided by me to the Credit Provider and for the purpose of securing the payment of the Loan, interest and all other moneys payable under this Agreement, I, as beneficial owner, hereby mortgage to the Credit Provider the Goods to hold them absolutely, provided always that if I shall have paid the Credit Provider the Loan and interest and performed all my obligations under this Agreement, the Credit Provider will at my expense execute an appropriate re-assignment prepared by me.
- 12.2 I may reasonably require. I covenant and agree with the Credit Provider as follows:

- 12.2.1 Payment
 - 12.2.1.1 I will pay the Loan and interest and other moneys to the Credit Provider at the time and in the manner as provided under this Agreement.
- 12.2.2 Insurance
 - 12.2.2.1 I must insure the Goods and keep them insured for their full insurable value under an enforceable policy in the Credit Provider's name and my name, for our respective rights and interests against fire, accident, theft and other risks, and subject to any terms, conditions and exceptions as the Credit Provider may reasonably require.
 - 12.2.2.2 If required by the Credit Provider, I must provide the Credit Provider with the policy document for the current insurance on the Goods or a certificate from the insurer confirming that the insurance is current.
 - 12.2.2.3 I must not do, suffer or omit any act, matter or thing that may contravene any term of the insurance or permit the insurer to decline a claim.
 - 12.2.2.4 I must pay all premiums payable on or before the due date and produce proof of payments to the Credit Provider on demand.
 - 12.2.2.5 I agree that the Credit Provider can receive all moneys payable to me, or to the Credit Provider and me, by an insurer or by any other person in respect of damage or loss of the Goods. The Credit Provider may, in its discretion, apply the moneys towards reinstating or replacing the goods or towards satisfaction of any money secured by this mortgage.

12.3 Further covenants of Mortgage

- 12.3.1 If I do not have legal title to the Goods at or prior to the execution of this mortgage, I will acquire the legal title and possession of each item of the Goods, free from all encumbrances. The legal title to the Goods, after I have acquired it, will forthwith vest in the Credit Provider as mortgagee free from all encumbrances, as soon as I use the Goods or make payments to the Credit Provider under the Agreement, whichever occurs first.
- 12.3.2 I agree that the Credit Provider's interest in the Goods is a legal interest.
- 12.3.3 I further covenant and agree with the Credit Provider as follows:
 - 12.3.3.1 I will maintain and keep the Goods in good repair and in as good condition and appearance as at this date (normal wear and tear excepted);
 - 12.3.3.2 if the Goods are damaged or require service, repair and refurbishment at any time:
 - 12.3.3.2.1 I will have the Goods serviced, repaired and refurbished on the terms that no lien arises in favour of the person effecting the service, repairs or refurbishment; or
 - 12.3.3.2.2 I must pay cash for the service, repair or refurbishment so that no lien arises.

In either case, I do not and cannot be deemed to have any authority to pledge the Credit Provider's credit and create any lien over the Goods for repairs or otherwise.
- 12.3.4 I will notify the Credit Provider in writing as soon as possible if the Goods are damaged or lost.
- 12.3.5 I will, at my own expense, comply with all requirements of law relating to the Goods or their possession or use. If the Goods are a motor vehicle, I will make sure that at all times, the motor vehicle is registered and third party insurance is paid. I will also register the Credit Provider's interest in the Goods if required by law or reasonably required by the Credit Provider.
- 12.3.6 I will not conceal the Goods, or refuse to disclose their whereabouts, or part with personal possession or control of them, or alter them, or any identifying number, or mark without the Credit Provider's prior consent in writing.
- 12.3.7 I will not sell, hire, dispose or part with possession of, or encumber the Goods or any of them, or any interest in them or agree or attempt so to do except with the Credit Provider's prior consent in writing.
- 12.3.8 If the Goods are not mobile I will not change the situation of the Goods as specified in the Schedule without the Credit Provider's prior consent in writing; if the Goods are mobile I shall not remove the Goods out of this state without the Credit Provider's prior consent.
- 12.3.9 I will produce the Goods for inspection and test on request by the Credit Provider.
- 12.3.10 I will notify the Credit Provider in writing of my new address before I change address.

- 12.3.11 I irrevocably authorise the Credit Provider, in its discretion, to use my name and act for me in exercising any right or in starting, carrying on or enforcing any proceedings the Credit Provider may think desirable to protect its rights in the Goods.
- 12.3.12 I will pay the Credit Provider on demand the reasonable expenses it incurs (including internal expenses), after I have breached any term of this mortgage, in:
- 12.3.12.1 taking possession of the Goods or taking any other action to enforce this mortgage (including costs associated with retaining and instructing external agents); and
- 12.3.12.2 preserving or maintaining the Goods (including insurance, rates and taxes payable for the Goods), and such reasonable enforcement expenses include any Goods and Services Tax paid or payable by the Credit Provider or an the Credit Provider appointee and any expense which includes Goods and Services Tax in the price (net of any input tax credit or reduced input tax credit) available to the Credit Provider or to an the Credit Provider appointee on that acquisition.
- 12.3.13 The Credit Provider may, if it thinks fit, make good any failure by me to perform my obligations under this mortgage, including the payment of money necessary to effect servicing, repair or refurbishing of the Goods. I will on demand pay any sum expended or incurred by the Credit Provider to make good my failure, including any expenses of satisfying any lien or prior mortgage created by me over the Goods, together with interest at the rate payable under this Agreement calculated from the time of payment by the Credit Provider.
- 12.3.14 Subject to the *Consumer Credit Code*:
- 12.3.14.1 The Credit Provider and its servants and agents may enter any premises where it believes the Goods or any of them may be located for the purpose of testing or inspecting them, or retaking possession of them pursuant to the Credit Provider's powers contained or implied in this mortgage; and
- 12.3.14.2 I will indemnify the Credit Provider against any liability it may incur in the exercise of its powers in good faith under this paragraph.
- 12.3.15 I am solely responsible for selecting the Goods. In selecting, examining and accepting the Goods, I must satisfy myself as to the quality, suitability, safety and fitness for purpose of the Goods, including (but not limited to) the extent to which they are Information Field Compliant. To the extent permitted by law, I indemnify the Credit Provider against all loss suffered or incurred by the Credit Provider or claimed by any person directly or indirectly relating to the Goods or their use.

13. Default

- 13.1 I shall be in default under this Agreement if:
- 13.1.1 I do not duly and punctually pay any moneys payable by me under this Agreement;
- 13.1.2 I do not observe or perform each and all of my other covenants and obligations contained or implied in this Agreement;
- 13.1.3 I die or become subject to any legal incapacity;
- 13.1.4 distress or execution is issued against me or my assets and is not satisfied within seven (7) days;
- 13.1.5 the Goods are substantially damaged; or
- 13.1.6 any statement made by me in connection with my application for the Loan is untrue in any respect;
- 13.1.7 the Goods are used for the commission of any offence which might result in their confiscation or forfeiture to the Crown, or any distress, attachment, execution or other form of process is levied or enforced against the goods, you, or any of your goods or property.
- 13.2 If I am in default under this Agreement, the balance of the Loan outstanding and all other moneys payable under this Agreement will become immediately due and payable, and the Credit Provider may, subject to the *Consumer Credit Code*, exercise all or any of the powers set out in clause 13.3 if:
- 13.2.1 The Credit Provider believes on reasonable grounds that it was induced by my fraud to enter into this Agreement or the mortgage;
- 13.2.2 The Credit Provider has made reasonable attempts to locate me, but without success;
- 13.2.3 The Court so authorises the Credit Provider;

- 13.2.4 The Credit Provider believes on reasonable grounds that I have removed or disposed of the mortgaged Goods or intend to do so, or that urgent action is necessary to protect the mortgaged Goods; or
 - 13.2.5 Written notice of the default is not required under the *Consumer Credit Code*; or
 - 13.2.6 The Credit Provider has given me a written notice of my default –
 - 13.2.6.1 Allowing me a period of at least 30 days to remedy it;
 - 13.2.6.2 Warning me that any subsequent default of the same kind which occurs in that period may be the subject of enforcement proceedings without further notice to me; and
 - 13.2.6.3 Stating how my liabilities would be affected by the Loan outstanding becoming immediately payable and stating the amount to pay out this Agreement (as accelerated); but the default has not been remedied within that period; or
 - 13.2.7 The Credit Provider believes on reasonable grounds that the default is not capable of being remedied and the Credit Provider has given me at least 30 days written notice of the default, stating how my liabilities would be affected by the Loan outstanding becoming immediately payable and stating the amount to pay out this Agreement (as accelerated).
- 13.3 The Credit Provider's powers after an event of default occurs if under clause 13.2 the Credit Provider is entitled to exercise any of the powers in this clause, the Credit Provider may do any or all of the following without any notice or demand unless a notice or demand is required by law:
- 13.3.1 seize and take possession of the Goods or any part of them without my prior consent;
 - 13.3.2 either with or without seizing any of the Goods, sell or dispose of the Goods or any of them:
 - 13.3.2.1 either at auction or by private treaty (including disposal to or through traders dealing in similar goods); and
 - 13.3.2.2 either in one lot or several lots at one or different times; and
 - 13.3.2.3 either for cash or on terms (including lease, hire purchase, mortgage back or otherwise); and
 - 13.3.2.4 subject to any other conditions as the Credit Provider may think fit;
 - 13.3.3 give valid discharges for purchase moneys or other consideration paid in respect of the disposal of the Goods; or
 - 13.3.4 execute any necessary document to give effect to the sale or disposal of the Goods; and
 - 13.3.5 enforce any guarantee or collateral security held by the Credit Provider.
- Any sale or disposal under this clause will not be impeachable on the ground that no case has arisen to authorise the sale or disposal or due notice was not given to me. A purchaser of the Goods will not be required to see or enquire whether the Credit Provider has the power to sell or dispose of Goods or if that power was properly and regularly exercised.
- 13.4 **Moneys received from a sale or disposal of the Goods by the Credit Provider**
- 13.4.1 If the Credit Provider exercises its power of sale under this mortgage, the moneys received from the sale or disposal of the Goods will, subject to the *Consumer Credit Code*, be applied:
 - 13.4.1.1 firstly, to pay all reasonable costs incurred by the Credit Provider of or incidental to any attempted or actual sale or disposal of the Goods including expenses of storage while awaiting disposal;
 - 13.4.1.2 secondly, to pay interest due;
 - 13.4.1.3 thirdly, to pay the balance of the Loan and any other moneys payable under this mortgage; and
 - 13.4.1.4 fourthly, to pay any residue to me or such other person as may be beneficially entitled to the Goods or authorised to give receipts for the proceeds of the sale of the Goods.
- 13.5 **Power of attorney**
- 13.5.1 For valuable consideration and to secure to the Credit Provider, its proprietary interest and the performance of my obligations under this mortgage, and by way of security, I, for as long as any money remains secured by this mortgage, irrevocably appoint the Credit Provider (with power at any time and from time to time to appoint and remove a substitute or substitutes) my attorney to:

- 13.5.1.1 do anything to execute any deed or other document in carrying out or exercising all or any of the powers under this Agreement including any act or document, or any registration of this Agreement or the Credit Provider's interest in the Goods as may be necessary to perfect the title of the Credit Provider to the Goods or to further assure the Goods to the Credit Provider;
 - 13.5.1.2 institute, conduct and settle any disputes or legal proceedings affecting the Goods or any of them, or in connection with any money which the Credit Provider is authorised under this Agreement to receive from any insurer or other person, including the giving of effectual receipts and releases or in respect of any matter or thing affecting the Goods;
 - 13.5.1.3 apply for and obtain any registration details or other information relating to the Goods from any body or organisation, whether it be public or private, to the same extent as if I were applying and obtaining the information personally.
- 13.5.2 The fact that the Credit Provider holds this mortgage or a duplicate copy is conclusive evidence that moneys remain secured under this mortgage for the purpose of clause 13.5.1.

14. Additional conditions

- 14.1 I agree that:
- 14.1.1 Any supervisor, manager or attorney of the Credit Provider, or any officer appointed by the Credit Provider, may sign a notice or demand to be given to me by the Credit Provider;
 - 14.1.2 The Credit Provider may give notice or demand to me in respect of this Agreement by:
 - 14.1.2.1 leaving it at my business or residential address last known to the Credit Provider; or
 - 14.1.2.1 sending it by post, telex, facsimile or similar facility to my business or residential address last known to the Credit Provider;
 - 14.1.3 A notice or demand to me in respect of this Agreement is taken to be given:
 - 14.1.3.1 if left at my address, on the date of delivery;
 - 14.1.3.2 if sent by post on the date it would have been delivered in the ordinary course of post;
 - 14.1.3.3 if sent by facsimile or other electronic means, on the date the transmitting machine reports that it was sent; or, if the notice or demand bears a later date, that later date.
 - 14.1.4 If there is more than one of us, the Credit Provider will give notice or demand to each of us at the address nominated by one of us.
- 14.2 Before or after the Credit Provider has become entitled to exercise the powers in clause 13.3, the Credit Provider may, at any time and from time to time, in writing waive or waive on conditions, its rights, including the right to require immediate payment of moneys immediately payable. No waiver or any indulgence shall be waiver of any continuing or recurring default or breach and no waiver shall amount to an Agreement or variation of this Agreement, unless so stated in writing by the Credit Provider.
- 14.3 The Credit Provider may transfer the mortgage and my obligations under it without telling me or getting my consent.
- 14.4 The Credit Provider may give information about me and this Agreement and my obligations under it to anyone who is or is considering becoming a surety for my obligations (for example, a guarantor), a transferee from the Credit Provider of the mortgage, or a mortgagee or person claiming an interest in the Goods and to any corporation now or hereafter related to the Credit Provider.
- 14.5 The Credit Provider may vary any of the terms and conditions of this Agreement, save for the amount of the Annual Percentage Rate, by giving me 30 days written notice of the change, including before:
- 14.5.1 imposing any new fee or charge;
 - 14.5.2 increasing any new fee or charge;
 - 14.5.3 changing the method or calculation, frequency or manner of payment of a fee or instalment payable under this Agreement; or
 - 14.5.4 limiting my use of an Approved Direct Payment Method.

Up to date copies of the terms of this Agreement and information about current fees and charges are available upon request to the Credit Provider. That notice may be comprised by a copy of the terms and conditions, as varied.

14.6 The relevant terms of the *Consumer Credit Code* and the Code of Banking Practice apply to this Agreement and to the Credit Provider in providing the Loan to me.

14.7 I understand that I should inform the Credit Provider as soon as possible if I am in financial difficulty. In such a situation, I can request that the Credit Provider try to help me overcome any financial difficulties I may have in meeting my obligations under this Mortgage. The Credit Provider may, for example, be willing to discuss or agree to a new repayment plan with me.

14.8 **Complaints and dispute resolution**

14.8.1 If the Credit Provider makes a mistake, or the Credit Provider's service does not meet my expectations, I should inform the Credit Provider. For the fastest possible resolution to my complaint, I may call the Credit Provider on 1800 805 154, talk to staff at my local ANZ branch or business centre, or send a letter to ANZ Customer Response Centre via:

ANZ Customer Response Centre

Mail: Locked Bag 4050, South Melbourne, VICTORIA, 3205

Email: YourFeedback@anz.com

Fax: +61 3 9683 9267

14.8.2 I understand that the Credit Provider's specialist complaints team, at the Customer Response Centre, will take responsibility and work with me to fix the matter quickly. The Credit Provider's aim is to resolve all customer complaints within ten (10) working days. If this is not possible, the Credit Provider will keep me informed on the progress of my matter and how long the Credit Provider expects it will take to resolve my complaint.

14.8.2 If my complaint is not resolved to my satisfaction, I can ask to have it reviewed by the Credit Provider's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution. Contact details:

ANZ Customer Advocate

Mail: 100 Queen Street, Melbourne, VICTORIA, 3000

Tel: +61 3 9273 6523

Email: customeradvocate@anz.com

14.8.3 If I am not satisfied with the steps taken by the Credit Provider to resolve the complaint, or with the result of its investigations, I may wish to contact the following alternative dispute resolution scheme:

Financial Ombudsman Service Limited

Mail: GPO Box 3, Melbourne, VICTORIA, 3001

Tel: 1300 780 808

Fax: +61 3 9613 6399

Email: info@fos.org.au

14.9 **Privacy**

14.9.1 References to ANZ Group in the following clauses, means Australian and New Zealand Banking Group Limited ABN 11 005 357 522 and Esanda Finance Corporation Limited ABN 64 004 346 043.

14.9.2 I understand that when I deal with ANZ Group, ANZ Group is likely to collect and use some of my personal information. The Credit Provider may collect and use my personal information in the following circumstances:

14.9.2.1 to assist in providing information to me about a product or service;

14.9.2.2 to consider my request for a product or service;

14.9.2.3 to enable ANZ Group to provide a product or service;

14.9.2.4 to inform me of other products or services that may be of interest to me;

14.9.2.5 to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;

14.9.2.6 to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);

- 14.9.2.7 to prevent or investigate any fraud or crime, or suspected fraud or crime; and
 - 14.9.2.8 as required by relevant laws, regulations, Codes and external payment systems.
 - 14.9.2.9 I understand that if I do not provide some or all of the information requested by ANZ Group, it may be unable to provide me with a product or service.
 - 14.9.3 Although ANZ Group is subject to a general duty of confidentiality towards its customers, ANZ Group may need to disclose my personal information to:
 - 14.9.3.1 my referee(s);
 - 14.9.3.2 credit reporting or debt collection agencies;
 - 14.9.3.3 an organisation that is in an arrangement or alliance with ANZ Group for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
 - 14.9.3.4 any service provider ANZ Group engages to carry out or assist its functions and activities, including service providers that are located overseas;
 - 14.9.3.5 regulatory bodies, government agencies, law enforcement bodies and courts;
 - 14.9.3.6 other parties ANZ Group is permitted or required by law to disclose information to;
 - 14.9.3.7 other financial institutions (such as banks);
 - 14.9.3.8 mortgage insurers and any reinsurer of any such mortgage insurer;
 - 14.9.3.9 any person who introduces me to ANZ Group;
 - 14.9.3.10 any intending guarantor, and during the life of the guarantee to any guarantor;
 - 14.9.3.11 my authorised agents or my executor, administrator or my legal representative.
 - 14.9.4 I consent to the disclosure of my personal information to any of these persons by ANZ Group where the need for such disclosure arises.
 - 14.9.5 Subject to the provisions of the *Privacy Act 1988*, I may access my personal information at any time by asking to do so at any ANZ branch. The Credit Provider may charge me a reasonable fee before providing access.
 - 14.9.5.1 If I can show that personal information held by ANZ Group about me is not accurate, complete and up to date, ANZ Group must take reasonable steps to ensure it is accurate, complete and up to date.
 - 14.9.6 If I give ANZ Group personal information about someone else, I will show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ Group in connection with my dealings with ANZ Group.
- 14.10 **Jurisdiction**
- 14.10.1 This Loan is governed by the law in force in the place where the first Borrower resides as at the date of this Loan. I agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law of that place, and the law of the Commonwealth of Australia, if applicable.
 - 14.10.2 Any proceedings in respect of any cause of action arising under this Loan may be instituted, heard and determined in a Court of competent jurisdiction in the capital city of the State or Territory of my address shown in the Agreement. It is agreed that such Court will possess territorial jurisdiction to hear and determine any such proceeding.

15. Understanding this UCCC Loan

- 15.1 In this Agreement, the following terms have these special meanings, unless the context otherwise requires:
 - 15.1.1 **“Agreement”** means this credit contract accepted by the Credit Provider, including every mortgage over Goods.
 - 15.1.2 The **“applicable margin”** for an Agreement is that Agreement’s Annual Percentage Rate less “The Credit Provider’s funding rate” as at the date of acceptance of that Agreement.

- 15.1.3 **“Approved Direct Payment Method”** means a payment method other than a cash payment, or a payment by cheque or money order which allows payment to be credited directly to the Credit Provider’s account by a bank or financial institution acting upon my order or request.
- 15.1.4 **“Business day”** means any day of the week (except Saturday or Sunday) on which the Credit Provider is open for business in at least one location in Australia. For the purposes of this Agreement, a day ends at 4pm Melbourne time. **“Ordinary business hours”** are the hours of operation on any such day.
- 15.1.5 **“The Credit Provider”** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, trading as Esanda, and includes any person who is its successor or assignee or any person to whom the Credit Provider transfers any of its rights in connection with this Agreement, including its right to receive the payments under this Agreement.
- 15.1.6 **“The Credit Provider’s funding rate”** for an Agreement at a particular time is the annualised cost to the Credit Provider of funding the balance of the Loan that is then yet to be repaid. That cost is calculated by reference to prevailing wholesale money market and swap rates at the relevant time.
- 15.1.7 The **“current equivalent rate”** is “The Credit Provider’s funding rate” at the time of the early repayment plus the “applicable margin”.
- 15.1.8 **“Disbursement Date”** means the date that the Credit Provider disburses all, or the first part of the Loan in connection with this Agreement.
- 15.1.9 The **“Disclosure Date”** is the date on which all the details contained in the Schedule are disclosed by me to the Credit Provider.
- 15.1.10 **“Early Payment Loss”** means the amount of loss suffered by the Credit Provider as a result of any decline in prevailing interest rates if all or part of the Loan is repaid before it is due. The amount of any Early Payment Loss applicable to an early repayment will be calculated in accordance with the following clauses.
- 15.1.10.1 Early Payment Loss equals PV(1) of all of the instalments that are REPAYED early, minus PV(2) of those instalments where:
- 15.1.10.1.1 PV(1) means the present value calculated using the “current equivalent rate”; and
- 15.1.10.1.2 PV(2) means the present value calculated using the Annual Percentage Rate.
- 15.1.11 **“Early Termination Fee”** means the total of:
- 15.1.11.1 the Credit Provider’s administrative costs of making the Loan (currently \$735);
- 15.1.11.2 the unrecouped portions of the Credit Provider’s average administrative costs of making the loan, less
- 15.1.11.3 the establishment fee stated in the Financial Table, with the difference to be multiplied by the number of whole months in the period of this Agreement still to go at the time that the balance of the Loan outstanding is paid or becomes payable and divided by the number of whole months in the period of this Agreement.
- 15.1.12 **“Equivalent Margin”** is calculated by determining the average of the **“applicable margins”** for all loan Agreements (regulated by the *Consumer Credit Code*) that were accepted by the Credit Provider during each of:
- 15.1.12.1 The 30 business days immediately prior to the Disbursement Date; and
- 15.1.12.2 The 30 business days immediately prior to the date of the early repayment, or if the early repayment is made in accordance with a quotation by the Credit Provider as to the amount required to repay the Loan, the 30 business days immediately prior to the date of that quotation
- and then determining the percentage charge that has occurred between those 2 averages. That percentage multiplied by the **“applicable margin”** for this Agreement will equal the equivalent margin, unless the result of that calculation is less than the **“minimum margin”**.
- 15.1.13 **“Esanda Finance Corporation Ltd”** means Esanda Finance Corporation Limited ABN 64 004 346 043, and includes any person who is its successor or assignee or any person to whom it any of its rights in connection with this Mortgage.
- 15.1.14 **“Goods”** means:
- 15.1.14.1 each item described in the Schedule; or

- 15.1.14.2 if the actual item in relation to which the Credit Provider has made or agreed to make a payment is not the same as that item, the actual item,
- 15.1.14.3 and includes, when supplied with or fitted to the Goods, replacement parts, accessories and attachments. It is agreed that the Credit Provider's interest in the Goods is a legal interest.
- 15.1.15 **"Goods and Services Tax (GST)"** means any tax that is or becomes payable on or in connection with the supply of any thing under any law of the Commonwealth of Australia, or under the law of any State or Territory including a tax of the type contemplated in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 15.1.16 **"I"** and **"me"** refer to the person or persons named as Borrower(s) in this Agreement and/or any mortgage which forms part of the Agreement. If there is more than one, **"I"** and **"me"** mean each of them separately and every two or more of them jointly and they are jointly and severally liable to the Credit Provider.
- 15.1.17 **"Information Field Compliant"** means that all systems, applications and embedded chips used in, or in conjunction with, the Goods will correctly recognise and process information regardless of the number of digits or characters, or method, used to record the information.
- 15.1.18 **"Intermediary"** means any Dealer who carries on a business dealing with goods of the kind that are subject to this contract, Financial Broker, ANZ representative or any other third party acceptable to the Credit Provider who has introduced me to the Credit Provider, or the Credit Provider to me.
- 15.1.19 **"Loan"** means the amount of credit in this Agreement.
- 15.1.20 The **"minimum margin"** is the smallest **"applicable margin"** in respect of any Loan Agreement (regulated by the *Consumer Credit Code*) that was accepted by the Credit Provider during the 30 business days immediately prior to the date of the early repayment (or, if the early repayment was made in accordance with a quotation by the Credit Provider as to the amount required to repay the Loan, the 30 business days immediately prior to the date of that quotation).
- 15.1.21 **"Money secured"** means the Loan and all interest accrued on the Loan under clause 4 of this Agreement but which has not been added to it.
- 15.1.22 **"Mortgaged Goods"** means any goods mortgaged under this Agreement.
- 15.1.23 **"Origination Fee"** means a fee that an Intermediary may charge me, in accordance with the terms of the agreement that is between me and the Intermediary
- 15.1.24 **"You"** means the Credit Provider.
- 15.1.25 This Agreement is to be read and interpreted as consistent with the *Consumer Credit Code* of the jurisdiction which applies to the Agreement and references to the *Consumer Credit Code* in this Agreement are to be read as references to the *Consumer Credit Code* that applies to this Agreement. The powers of the Credit Provider are to be exercised in accordance with and subject to the *Consumer Credit Code*. If any provision is invalid in whole or in part it must be severed. The validity of the remainder of this Agreement is not affected.
- 15.1.26 Any mortgage forming part of this Agreement incorporates in favour of the Credit Provider the following powers (the statutory powers) as if they were incorporated in it at length:
- 15.1.26.1 the powers implied by law in favour of a mortgagee;
- 15.1.26.2 the covenants and powers implied in a conveyance by way of mortgage by a person who conveys and is expressed to convey as beneficial owner under any applicable Act or Ordinance of the State or Territory of Australia in which the mortgage is executed by me as if it were executed as a deed conveying by way of mortgage by me as beneficial owner but so that those covenants and powers do not diminish the express powers in the mortgage and must be exercised in accordance with the *Consumer Credit Code*.
- 15.1.27 If I am a trustee of any trust, I am liable under this Agreement and any mortgage taken both personally and as trustee of the trust. A reference to me is a reference to me in my personal capacity and also in my capacity as trustee of each trust.
- 15.1.28 Reference in this Agreement and/or the mortgage to any gender is a reference to the other genders.

Form 2

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 the 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, your Government Consumer Agency, or get legal advice.

The Contract

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

The 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 the 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 the Credit Provider and ask for one. The Credit Provider may charge a fee. The 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 the 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 terminate the Contract.

4. Can I pay my credit Contract out early?

Yes. Pay the 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 the Credit Provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

The 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 the Credit Provider to charge one) and other fees.

7. Can my Contract be changed by the Credit Provider?

Yes, but only if your Contract says so.

8. Will I be told in advance if the Credit Provider is going to make a change in the Contract?

That depends on the type of charge. For example –

- You get at least same day notice for a change to an annual percentage rate. That notice may be written notice to you or a notice published in a newspaper.

- you get 30 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 change by the Credit Provider;

except where the charge 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 the Credit Provider. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

Insurance

10. Do I have to take out insurance?

The Credit Provider can insist you take out or pay the cost of insurance specifically allowed by law. These are compulsory third party insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take insurance out or not.

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 was financed by the 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 the Credit Provider then, within 14 days of that happening, the Credit Provider must ensure you have written notice of the particulars of that insurance.

You can always ask the insurer for further 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 premium?

The 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 the 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 the 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 the property?

See the answer to questions 22 and 23.

Otherwise, you may –

- If the mortgaged property is goods – give the property back to the Credit Provider, together with a letter saying you want the Credit Provider to sell the property for you;
- Sell the property, but only if the Credit Provider gives permission first;

OR

- Give the property to someone who may then take over repayments, but only if the Credit Provider gives permission first.

If the Credit Provider won't give permission contact your Government Consumer Agency 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 the Credit Provider even after mortgaged property is sold.

19. Can the Credit Provider take or sell the mortgaged property?

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

20. If the 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 the Credit Provider's request to tell the Credit Provider. If you do not have the goods, you must give the Credit Provider all the information you have so they can be traced.

21. When can the Credit Provider or its agent come into a residence to take possession or mortgaged goods?

The 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 *Consumer Credit Code*.

General

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

Get in touch with the Credit Provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask the Credit Provider to change your Contract in a number of ways, for example

To extend the term of the Contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or

To simply defer payments for a specified period.

23. What if the Credit Provider and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your Contract, then your Contract may be able to be changed to meet this situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this. There are other people, such as financial counsellors, who may be able to help.

24. Can the 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 your Government Consumer Agency or the Australian Competition and Consumer Commission (formerly the Trade Practices Commission), 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 DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.