

# **General Terms & Conditions**

## **Version 26 – August 2025**

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## Part A - Loan Terms

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### 1. About these terms and conditions

- 1.1 These are the Bluestone Mortgages General Terms & Conditions Version 25, incorporated into loan contracts referring to these terms and conditions. They form part of your *loan contract*.
- 1.2 This document does not contain all the precontractual information required to be given to you. You must read this document together with the document that contains the Financial Table.
- 1.3 Words in *italics* have a special meaning. These words are defined at the end of this document or in the document that contains the Financial Table.

### 2. Other terms you must comply with

- 2.1 In addition to your *loan contract* (which includes these General Terms & Conditions), you must read and comply with the Mortgage Common Provisions provided with your loan documents, as well as 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 there is a binding legal contract between you and the Lender

**IMPORTANT:** Until the *loan date*, we have the right to change the terms of your *loan contract* or to withdraw our offer to lend altogether.

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

- (a) you are not bound to proceed with the *loan contract*; and
- (b) we have the right to change the terms of your *loan contract* or to withdraw it altogether and decline to make an advance of funds to you if anything occurs that we reasonably believe makes proceeding with the loan undesirable. We are not obliged to make an advance of funds until all relevant conditions are fulfilled to our satisfaction. You may be liable for costs even if we decide not to proceed.

### 4. Joint borrowers

- 4.1 If there are two or more borrowers, each of you is individually liable, and all of you are jointly liable. This means that the Lender may take legal action against 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 or transaction on any offset sub-account, a split into one or more loan accounts, or any other activity in respect of your loan. Each borrower and any *guarantor* will be liable even if they did not know about or agree to the transaction.

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

- 4.3 Despite this clause 4, 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.
- 5.2 You also represent and warrant that other than as disclosed to us in writing prior to the *loan date*:
- (a) there are no unpaid rates or taxes owing in respect of the *mortgaged property*;
  - (b) the *mortgaged property* will be occupied by you (unless otherwise approved by us);
  - (c) there are no notices or proposals from any government or other authority adversely affecting the *mortgaged property*;
  - (d) there are no defects or disputes relating to the *mortgaged property*; and
  - (e) there are no structural alterations or improvements on the *mortgaged property* that require approval by the council or any other authority that have not been approved.

## 6. What we can do with your loan account

- 6.1 We can debit your loan account with any amounts due under your *loan contract*, such as interest and credit fees and charges, and any amounts lent to you or at your request. If you have more than one loan account, we can debit these amounts to any of your loan accounts.
- 6.2 If a third party makes a payment to you on our behalf, we can debit your loan account on the date that money is made available to you.
- 6.3 You may with our approval split your loan account into two or more 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 a variable interest rate to a fixed interest rate and vice versa.
  - (b) Consolidate one or more loan accounts.
  - (c) Convert from interest only repayments to principal and interest repayments and vice versa.
  - (d) Convert from one type of account to another type of account (for example, from a variable rate account to a line of credit account).
- 6.4 You may request a split or switch prior to the initial drawdown, in which case the change takes effect from the *loan date*. We have full discretion whether or not to approve any split or switch requested by you.
- 6.5 If a new loan account is created, separate repayment dates and interest debit dates may apply to that new account. If your loan 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.
- 6.6 If you switch from a fixed rate loan to a variable rate loan during the fixed rate period, fixed rate break costs and/or a switch/split administration fee may be payable if specified in the Financial Table (as varied from time to time).
- 6.7 We may combine two or more loan accounts if they have identical repayment types, interest rates, fixed rate periods (if applicable), interest only periods (if applicable), and loan purposes. We may also combine any offset sub-account with another loan account.
- 6.8 Except in relation to any line of credit account, if you do not draw down the total *amount of credit* on the *loan date*, any borrowing of the balance is subject to our approval.

## 7. Payments you must make

- 7.1 You must make all payments and pay all credit fees and charges that are payable under your *loan contract*. In addition, on the *final repayment date*, you must pay us the *amount you owe us*.
- 7.2 Payments will be credited to your loan account only when they are actually received by the Lender. All payments must be made in full when they are due, without setting off or deducting any amounts you believe the Lender owes you, and without counterclaiming any amounts from the Lender.
- 7.3 You may with our approval make weekly or fortnightly repayments of the amount specified by us instead of making monthly repayments. If you want to make weekly or fortnightly repayments, please make appropriate arrangements with us.
- 7.4 Payments are to be made by direct debit or by any other reasonable method we direct. You must sign a direct debit authority to authorise us to debit one of your bank accounts for payments due under your *loan contract* and you must keep that account open. You authorise us to use that direct debit authority for payment of any amounts due under your *loan contract*. If an attempted direct debit fails, we may make reasonable further attempts to direct debit your account until the direct debit is successful.
- 7.5 The amount of each payment may include any applicable direct debit fees, taxes or charges relating to the payment method in addition to your repayment amount.
- 7.6 If any payment is due on a day that is not a *business day*, the payment must be made on or before the next *business day*. Payments made in these circumstances may include additional interest accrued on each day until the payment is made.
- 7.7 If any payment is due on a day that is the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a month with no such date, the payment must be made on the last *business day* of that month. Payments in these circumstances may not include interest that would have accrued in months with such dates.
- 7.8 If any payment to us is dishonoured, the payment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received by the Lender.
- 7.9 The *amount you owe us* must be repaid within 180 days from the date you die (or if there is more than one borrower, from the date the last borrower dies) or a *guarantor* dies unless other arrangements are made for the continuation of the loan to our satisfaction. We will discuss this with your executor or beneficiaries and seek to agree to a mutually acceptable solution. If there is more than one borrower, and one of the borrowers dies, we may allow the surviving borrower(s) to continue to operate the loan account(s).
- 7.10 If you are required by law to deduct any amount from a payment due to us, unless we can receive a credit or rebate for that deduction, you must make an additional payment so that the amount we receive is not reduced.
- 7.11 **Repayment holiday period**
- 7.12 You may ask us for a *repayment holiday period*. If your loan is regulated by the National Credit Code, then the *repayment holiday period* does not limit your legal right to ask for hardship assistance.
- 7.13 We may, at our discretion, grant you a *repayment holiday period* throughout the term of your loan. During the *repayment holiday period* you are not required to make payments.
- 7.14 Interest will continue to accrue during the *repayment holiday period* on the *amount you owe us* in accordance with clause 9.
- 7.15 At the end of the *repayment holiday period*, we may at our discretion:
  - (a) add any accrued interest to the *amount you owe us* and reset repayments over the remaining loan term;

- (b) keep repayments and the loan term the same as before the *repayment holiday period* which may result in a larger final repayment amount; or
- (c) extend the loan term to reduce repayments.

7.16 We will notify you in writing which option in clause 7.15 we apply to your loan.

## **8. How your payments are applied**

- 8.1 We can apply any payment or other credit to any part of the *amount you owe us* in any order we determine.
- 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 any of your loan accounts are in arrears while one or more of your other loan accounts or other accounts with us have funds available to be drawn, you authorise us to appropriate from any one or more of those accounts to pay some or all of your arrears. We are not obliged to do this.
- 8.4 If any payment you make to your redraw or offset results in your loan having a credit balance or otherwise be greater than the *amount you owe us*, we may return any or all the amount of that payment to you. If we return the entirety of a payment pursuant to this clause, the payment will be treated as not having been made. Interest will continue to accrue on the unpaid daily balance until actual payment is made which is equal to, or less than the *amount you owe us*. Our liability to account for any excess money received by us may be discharged in full by:
- (a) sending the excess funds back to you; or
  - (b) apply the excess funds towards another one of your loans accounts.

## **9. Interest**

- 9.1 You must pay us interest on all amounts debited to your loan account from the date the amount is debited. Interest debited to your loan account forms part of the *amount you owe us*.
- 9.2 Interest charges are debited to your loan account monthly in arrears on the same day of each month as the *loan date* and on the *final repayment date*. If the day on which interest is due to be debited is not a *business day*, interest will be debited on the next *business day*. If the day on which interest is due to be debited is the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a month with no such date, interest will be debited on the last *business day* of that calendar month. If a fixed rate period or interest only period ends on a day that is not a *business day*, your fixed rate or interest only period may end on the next *business day*.
- 9.3 In addition to debiting interest to your loan account as specified above, we may debit interest whenever the loan is in default, the whole of the *amount you owe us* is repaid, or we increase your *amount of credit* or vary your *loan contract*. Interest charges may also be debited on the date of any switch or split.
- 9.4 Interest charges are calculated by applying the interest rate to the unpaid balance owing to the Lender at the end of each day. The interest rate applied each day is equal to the annual percentage rate applicable to the loan at the time divided by 365.
- 9.5 Interest accrues on a daily basis from the day the Lender disburses money at your request to make the first advance. This applies whether or not any real estate transaction to which the advance relates (such as a refinance or purchase) occurs on that day.
- 9.6 If more than one interest rate applies to your loan, we will apply the applicable daily percentage rate to the relevant loan account.

- 9.7 You can find out your current interest rate(s) at any time by contacting us. We can change your interest rate(s) at any time except during a fixed rate period.
- 9.8 If you become liable by a court order to pay any money due under your *loan contract*, you must pay interest at the higher of the rate ordered by the court and the rate payable under your *loan contract*.

## 10. Repaying your loan early

**IMPORTANT: You may have to pay fees if you repay your loan early. Significant fees (called 'break costs') may be payable if you repay all or part of a fixed rate loan early.**

- 10.1 You may make additional payments or repay your loan in full at any time. If you do:
- (a) fees may be payable if specified in the Financial Table (as varied from time to time), including fixed rate break costs if you repay your loan during a fixed rate period;
  - (b) repayments greater than your scheduled repayment will not be credited to any offset sub-account unless you specifically request so before making the payment; and
  - (c) you may be able to redraw any excess repayments.
- 10.2 If you inform us that you propose to repay your loan in full, we may place a stop on all further debits to your loan account to enable us to provide you with a payout figure.

## 11. About fixed rate break costs

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

### **Example**

*A lender lends \$200,000 to you at 9% per annum for a fixed rate period of three years. The lender enters finance arrangements to fund this loan at 8% per annum (the market rate). You decide to repay the loan early at the end of one year. The market rate has reduced to 5% per annum. The break costs will be an assessment of the cost or loss to the lender as a result of the early repayment.*

*Using the above figures, the lender could calculate the loss by multiplying the amount repaid early (\$200,000) by the difference in interest rates (3%) for the period starting from the date of repayment to the end of the fixed rate period (2 years) =  $\$200,000 \times 3/100 \times 2 = \$12,000$ . The amount you would have to pay will be slightly less than \$12,000 because the lender is receiving the money at the time of the early repayment rather than over the remaining fixed rate period.*

The above scenario is an example only to assist your understanding of break costs. The Lender may use various funding techniques, but the underlying principle holds true (even if the formula applied each time is different). Break costs may be payable even if there is no matching borrowing by the Lender.

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

There are a number of ways the Lender may calculate break costs. The Lender will act reasonably when calculating the break costs that are payable by you and will charge no more than a

reasonable estimate of its loss arising from the early repayment plus its average reasonable administrative costs. Because of the changes that occur over time in financial markets, it is not possible to state the method of calculating break costs at the *disclosure date*.

## 12. About your redraw facility

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

**IMPORTANT: Acting reasonably, 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. If we do any of these things, we will act reasonably and notify you promptly (which may be after the change, suspension or cancellation has taken effect).
- 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 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 promptly after our demand, 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) by any other method we approve from time to time.
- 12.10 If you request a redraw, there may be a delay in processing the redraw while we ensure that our legal obligations are satisfied.
- 12.11 If you make your request for redraw other than through a request using your online account, you should allow at least two business days for your redraw to be processed.



- 12.12 If you attempt to redraw more than the amount available for redraw, we may (but are not obliged to) stop or prevent the payment.
- 12.13 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. About your offset facility

This clause 13 applies if your loan has an offset facility.

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

- 13.1 We will tell you if offset facilities are available.
- 13.2 We may change, suspend or cancel the offset facility at any time. If we do any of these things, we will act reasonably and notify you promptly (which may be after the change, suspension or cancellation has taken effect).
- 13.3 We do not make any representations about the tax effectiveness of any offset sub-account.
- 13.4 Each offset sub-account must be linked to a separate nominated loan account.
- 13.5 Interest payable on each loan account linked to your offset sub-account will be calculated on the daily balance of that loan account less the balance in the linked offset sub-account.
- 13.6 Any offset sub-account is not a standalone account and cannot be severed from your nominated loan account.
- 13.7 You must ensure that the balance of any offset sub-account does not exceed the amount owing under the linked loan account at any time. If the balance of your offset sub-account exceeds the amount owing under the linked loan account, we may act in accordance with clause 8.4.
- 13.8 No interest is payable on any offset sub-account even if the balance exceeds the amount owing under your linked loan account.
- 13.9 You may draw funds from your offset sub-account(s) in the same way as for redraw as set out in clause 12.
- 13.10 If you request a drawing from your offset sub-account(s), there may be a delay in processing the drawing while we ensure that our legal obligations are satisfied.
- 13.11 You must make sure that you do not allow your offset sub-account to be overdrawn. If your offset sub-account is overdrawn, you must repay the excess promptly after our demand, and we may charge default interest on that amount until it is repaid.
- 13.12 We may reduce the amount you can draw from your offset sub-account by the estimated amount of your next scheduled repayment.
- 13.13 We may debit your offset sub-account with any money due to us under any other loan account or other account you have with us.

### 14. Changes we can make to your *loan contract*

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

- 14.1 Acting reasonably, we can change or vary any term of your *loan contract*:

- (a) that deals with the pricing of your loan, such as your interest rate, repayments, and credit fees and charges (but subject to any specific contract such as a fixed rate period);
- (b) that deals with the day you make repayments or we debit interest to your loan account;
- (c) to accommodate a change in law or market practice;
- (d) to accommodate a change in technology or other ways of communication;
- (e) to accommodate a change in payment methods; or
- (f) to make any other reasonable change.

14.2 If you are not satisfied with any material change or variation to your *loan contract* (excluding changes to interest rates and repayments under a variable rate loan), you may repay your loan in accordance with clause 10, but we will not charge you any fees for terminating your *loan contract* except our reasonable third party costs incurred in discharging any *security* and finalising your loan account and, if a fixed interest rate applies, our reasonable break costs.

14.3 We will give you:

- (a) not less than 30 days notice of a change to the manner in which interest is calculated or applied;
- (b) notice of a change to the interest rate(s) applicable to your loan not later than the day on which the change takes effect;
- (c) not less than 30 days notice of a change to the amount, frequency or due date of your repayments;
- (d) not less than 30 days notice of a change to the fees and charges payable;
- (e) notice of a change to any government charge or tax not later than the day on which the change takes effect; and
- (f) not less than 30 days notice of any other change we make to your *loan contract*.

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

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

## 15. Statements of account

For all loan accounts, statements of account will be provided at least once every six months or more frequently if required by law.

## Part B – Default

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### 16. Default interest

**IMPORTANT:** If you do not make any payment by the due date, you must pay default interest on the overdue amount until it is paid. Default interest is a higher interest rate than your applicable rate and is disclosed in the document that contains the Financial Table. Default interest is payable on the whole of the *amount you owe us* if that amount becomes due.

- 16.1 If any amount due by you is not paid on the due date, you must pay default interest on the overdue amount until the overdue amount plus the default interest on that amount is paid. You will also be liable for any default fees specified in the Financial Table (as varied from time to time).
- 16.2 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 or because you have exceeded the credit limit of your line of credit account.
- 16.3 Acting reasonably, we may change the default rate of interest at any time without your consent. You will be notified of any changes in the default rate in the same way any variations to the interest rate are notified to you.
- 16.4 Default interest is calculated, accrues, is debited and is payable in the same way as ordinary interest.

## 17. Consequences of a breach of any term

If:

- (a) you breach any term of your *loan contract* or any *other agreement*;
- (b) an *event of default* occurs; or
- (c) any *security* or guarantee is terminated or is of reduced force and effect,

then:

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

we may rectify the breach or *event of default* by performing your obligations under your *loan contract* or any *other agreement*.

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

## 18. Monetary events of default

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

- (a) you do not pay any money due to us under your *loan contract* or any *other agreement* by the due date for payment; or
- (b) you do not pay any amount exceeding \$50,000 to any person other than us by the due date for payment.

## 19. Non-monetary events of default

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

- (a) if you 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 or a *guarantor* is a company:
- (i) proceedings are commenced to wind up the company;
  - (ii) a receiver, manager, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the company or any part of the company's assets; or
  - (iii) the company is, or is deemed or presumed by law or a court to be, insolvent;
- (c) you or a *guarantor* no longer has legal capacity;
- (d) enforcement proceedings are taken against you or a *guarantor*, or your or their assets, by another creditor;
- (e) early repayment is required under any *other agreement*, or default based action is taken against you or a *guarantor* by us under any *other agreement*, in each case due to a non-monetary *event of default* of the kind described in this clause 19;
- (f) we reasonably believe that you or a *guarantor* has not complied with the law or any requirement of any competent authority, and such non-compliance has or may have a material adverse effect on the assets of you or a *guarantor* or any business conducted by you or a *guarantor*;
- (g) it becomes unlawful for you or us to continue with your *loan contract* or any *other agreement*;
- (h) you or a *guarantor* gives us information, or makes a representation or warranty to us, that is materially incorrect or misleading (including by omission), and is such that we would not have provided the loan, or would only have provided the loan on different terms, if we had known the correct information;
- (i) you use the loan for a purpose not approved by us;
- (j) you use the loan for an illegal or improper purpose, or to finance an illegal or improper activity;
- (k) the assets of you or a *guarantor* are dealt with, or attempted to be dealt with, in breach of the terms of your *loan contract*, any *security* or any *other agreement* without our prior written consent (which will not be unreasonably withheld), including:
- (i) any of the *mortgaged property* becomes subject to a mortgage or charge without a priority contract being in place between us and the other security holder on terms acceptable to us (acting reasonably);
  - (ii) any of the *mortgaged property* becomes subject to a mortgage or charge without our prior written consent (which will not be unreasonably withheld); or
  - (iii) the amount secured by any mortgage or charge over the *mortgaged property* is increased without our prior written consent (which will not be unreasonably withheld);
- (l) you or a *guarantor* does not provide any financial information required by us in connection with your loan;

- (m) you or a *guarantor* does not maintain any licence or permit necessary to conduct any business conducted by you or a *guarantor*;
- (n) you or a *guarantor* does not maintain any insurance required by us in connection with your loan;
- (o) legal or beneficial ownership, or management control, of you or a *guarantor*, or your or their business, changes without our prior written consent (which will not be unreasonably withheld);
- (p) without our prior written consent (which will not be unreasonably withheld), the status, capacity or composition of you or a *guarantor* changes, including:
  - (i) you or a *guarantor* ceases to carry on all or a material part of your or their business, or disposes of all or a material part of your or their assets; or
  - (ii) if you or a *guarantor* is an individual, you or a *guarantor* is sentenced to jail for a term of longer than 12 months;
- (q) the *mortgaged property* is:
  - (i) materially damaged, destroyed or demolished, and we reasonably consider that the *mortgaged property* cannot be expected to be reinstated within a reasonable time and without material loss of any material income from the *mortgaged property*; or
  - (ii) taken out of your control;
- (r) there is a material reduction in the value of the *mortgaged property*;
- (s) any repairs necessary to keep the *mortgaged property* in good repair are not made in a timely fashion;
- (t) any amount required to be paid in connection with the *mortgaged property* (including council rates, water rates, land tax or shared title contributions) is not paid within 90 days of the due date; or
- (u) any other event specified to be an *event of default* for the purposes of your *loan contract* occurs.

## **20. Notification of an event of default**

Without limiting our rights under your *loan contract* in any way, you must promptly notify us in writing if any *event of default* occurs.

## **21. What the Lender can do if an event of default occurs**

21.1 Subject to clauses 21.3 and 21.7 inclusive, at any time after an *event of default* occurs, we can take any of the following actions.

- (a) Demand and require payment of any money due under your *loan contract*.
- (b) Call up the loan and require payment of the *amount you owe us*.
- (c) Exercise any right or power conferred by law, your *loan contract* or any *security*, including taking possession of and selling any *mortgaged property*.
- (d) In the case of a construction loan, complete the building works in any way we consider appropriate. We are not obliged to complete the building works. We may change the plans and specifications, and we may vary or terminate the building contract. We may employ any consultants or other builders we consider appropriate.

- 21.2 We will only act on a non-monetary *event of default* if the event by its nature is material, or we reasonably consider that the event has had, or is likely to have, a material impact on:
- (a) the ability of you or a *guarantor* to meet your or their financial obligations to us (or our ability to assess this);
  - (b) our security risk (or our ability to assess this); or
  - (c) our legal or reputational risk where an event in clause 19(f), 19(g), 19(h) or 19(i) occurs.
- 21.3 If an *event of default* occurs, we will not:
- (a) require you to repay the *amount you owe us*;
  - (b) take enforcement action against you; or
  - (c) enforce any *security* held to secure repayment of your loan,
- unless:
- (d) we have given you at least 30 days written notice of the *event of default*; and
  - (e) if the *event of default* is remediable, you have not remedied that *event of default* within 30 days.
- 21.4 If an *event of default* is remediable, and you remedy that *event of default* within 30 days, we may take any action specified in clauses 21.3(a), 21.3(b) or 21.3(c) if an *event of default* of the same type has arisen during that period.
- 21.5 We do not need to give you notice to repay an overdraft or on-demand facility.
- 21.6 If your loan is **not** regulated by the National Credit Code, we may give you less than 30 days notice or no notice if:
- (a) the *event of default* is unable to be remedied;
  - (b) it is reasonable for us to do so to manage a material and immediate risk relating to the nature of the relevant *event of default*, your particular circumstances, or the value of the *mortgaged property* or any *security*; or
  - (c) we have already given you a notice to remedy a non-monetary *event of default* and you have not remedied that *event of default*.
- 21.7 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 contract*;
  - (b) we have made reasonable attempts to locate you or a *guarantor* but without success; or
  - (c) a court authorises us to begin enforcement proceedings.
- 21.8 We can take action even if we do not do so promptly after the *event of default* occurs. We do not lose any rights or forgive any *event of default* unless we do so in writing.
- 21.9 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.
- 21.10 Our rights and remedies under your *loan contract* may be exercised by any of our employees or any other person we authorise.

- 21.11 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 the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint.

## 22. Enforcement expenses

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

- 22.1 Enforcement expenses may become payable under your *loan contract* and any *security* if you breach your *loan contract* or if an *event of default* occurs. We may debit your loan account with our enforcement expenses at any time after they are incurred, and we may then require you to pay these costs promptly after our demand (including by using any direct debit or similar authority you have given us), collect them with your regular repayments, or require them to be repaid by one or more repayments.
- 22.2 If your loan is regulated by the National Credit Code or similar laws, enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).
- 22.3 Enforcement expenses include the Lender's and Manager's expenses incurred in preserving, maintaining or selling the *mortgaged property* (including insurance, rates and taxes payable in respect of the *mortgaged property*), collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching your *loan contract* or an *event of default* occurring (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher).
- 22.4 You indemnify the Lender from and against any expense, loss, loss of profit, damage or liability that the Lender incurs as a consequence of a breach of your *loan contract* or an *event of default* occurring, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of the Lender, its employees, its agents or a receiver it appoints, or is otherwise recovered by the Lender.

## Part C – General provisions

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### 23. Right to review

This clause 23 only applies if your loan is *not* regulated by the National Credit Code.

Acting reasonably, we reserve the right to review your compliance with the *loan contract* (which includes these terms and conditions) at any time. Upon completion of such review, if we consider that there is a material risk that you are no longer able to comply with your loan obligations, we may require you to repay the loan in full by giving you at least 90 days written notice.

### 24. Government charges and GST

- 24.1 You must pay us any government duties, taxes, and other charges on receipts, debits or withdrawals that apply to your loan, including:
- (a) stamp duty;
  - (b) income tax payable by you (if the Commissioner of Taxation requires us to deduct this from your loan account);
  - (c) withholding tax; and
  - (d) goods and services tax (GST).

- 24.2 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.
- 24.3 If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender an additional amount equal to the tax relating to that supply.

## 25. Disclosures to guarantors

We may disclose the following documents to each *guarantor*:

- (a) a copy of any notice, including correspondence, to us or to you;
- (b) any credit report received in relation to you;
- (c) any financial statements you have given us;
- (d) any notice of demand, or information regarding a dishonour, on any loan with us;
- (e) information on any excess or overdrawing;
- (f) a copy of your statement of account; and
- (g) any other information or document relating to you and your loan accounts with us.

## 26. Providing financial statements

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

## 27. Anti-money laundering and counter-terrorism financing

- 27.1 You must not use your loan for the purposes of money laundering or terrorism financing. You indemnify us from and against any loss that we incur as a result of your breach of this obligation, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.
- 27.2 The *amount you owe us* may become payable if we reasonably believe that continuing with your *loan contract* would cause us to breach an applicable law or would represent an unacceptable level of risk for us because:
- (a) we reasonably believe that you have migrated to a country that we determine is 'high risk' given our obligations under anti-money laundering and counter-terrorism financing laws in respect of the services we provide;
  - (b) you fail to provide any information or document to us that we have requested for the purpose of our compliance with applicable laws (including any details necessary for us to verify your nationality in accordance with anti-money laundering and counter-terrorism financing laws); or
  - (c) we reasonably believe that you are 'high risk' given our obligations under anti-money laundering and counter-terrorism financing laws.
- 27.3 If any of the events in clause 27.2 occur, we will endeavour to give you not less than 90 days notice to repay the *amount you owe us*.



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

## **28. If your loan 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 with a bank, or pay it to you. We may not pay you interest on that amount.

## **29. Insuring the *mortgaged property***

- 29.1 You must keep the *mortgaged property* insured for not less than its full replacement value on terms approved by us against loss or damage by fire, storm, tempest and any other risks specified by us. You must also maintain public liability insurance in respect of the *mortgaged property* and any other insurance we reasonably require.
- 29.2 All insurance policies must be with an insurer approved by us, and our interest as mortgagee must be noted until the *amount you owe us* is repaid.
- 29.3 If any loss or damage to the *mortgaged property* occurs, we *may* enforce any rights under the insurance policy and settle any claim against the insurer. We may require any money paid by the insurer to be paid directly to us. We may apply that money as we see fit, including to repair or rebuild the *mortgaged property*, apply it towards repayment of the *amount you owe us*, or hold it as additional security for the loan.
- 29.4 You must provide evidence of currency of the insurance of the *mortgaged property* when requested by us.

## **30. Valuations of the *mortgaged property***

- 30.1 We may obtain valuations or other reports concerning the *mortgaged property* whenever and as often as we decide (acting reasonably). You must assist this process by providing access to and information about the *mortgaged property* when reasonably requested by us.
- 30.2 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.
- 30.3 We accept no responsibility if you rely on these valuations. You should obtain your own valuations of the *mortgaged property*.

## **31. Governing law**

- 31.1 Your *loan contract* is usually governed by the laws of the Australian state or territory in which you reside. If there are two or more borrowers, and each of you reside in the same Australian state or territory when your *loan contract* is entered into, your *loan contract* is governed by the laws of that state or territory. If there are two or more borrowers who reside in different states or territories, your *loan contract* is governed by the laws of the Australian state or territory in which the main *mortgaged property* (as determined by us) is located. If any borrower does not ordinarily reside in Australia, your *loan contract* is governed by the laws of the Australian state or territory in which the main *mortgaged property* (as determined by us) is located.
- 31.2 You submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to your *loan contract* and the proper jurisdiction of any other court.

### 32. How we can deal with your *loan contract*

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

- 32.1 We may at any time assign, novate or otherwise deal with our rights and obligations under your *loan contract*, any *security*, and any document or agreement entered into or provided under or in connection with your *loan contract*, in any way we wish. You must sign anything and do anything we reasonably require to enable any dealing with your *loan contract*, any *security*, and any document or agreement entered into or provided under or in connection with your *loan contract*. Any dealing with our rights does not change your obligations under your *loan contract* in any way.
- 32.2 You may not assign, novate or otherwise deal with your rights or obligations under your *loan contract*, any *security*, and any document or agreement entered into or provided under or in connection with your *loan contract*.
- 32.3 We may disclose information about you, your *loan contract* or any *security* to any person involved in an actual or proposed assignment, novation or dealing by us with our rights under your *loan contract*.

### 33. Applicable laws

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

### 34. Severability

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

### 35. If you are a trustee

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

### 36. Changes to your contact details

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

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

- 37.1 Subject to any applicable laws, we may give you any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to your *loan contract* or any mortgage given under your *loan contract* by:
- (a) giving it to you personally;
  - (b) leaving it at or posting it to your residential or business address last known to us;

- (c) electronic means to your electronic address last known to us; or
- (d) any other means permitted by law.

- 37.2 Subject to any applicable laws, you consent to any notice, statement, demand, court document or other document connected to your *loan contract* or any mortgage given under your *loan contract* being given to you by electronic means, including any documents that would otherwise require personal service in accordance with the relevant court rules in force in the jurisdiction in which the *mortgaged property* is located.
- 37.3 Any notice, statement, demand, court document or other document given by us to you will be taken to have been served:
- (a) if posted, when it would have been delivered in the ordinary course of post; and
  - (b) if sent electronically, on conclusion of transmission.
- 37.4 Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on our behalf.

### 38. Facility risk fee

**IMPORTANT: If we require you to pay a facility risk fee, this fee protects us and not you. If you default under your mortgage and the *mortgaged property* is then sold, and the sale proceeds are insufficient to fully repay the *amount you owe us*, you are still responsible for repaying the balance outstanding under the mortgage.**

- 38.1 If you are required to pay a facility risk fee under your *loan contract*, that fee protects the Lender and not you. The amount paid by you under your *loan contract* is usually not refundable if you repay your loan early.
- 38.2 If you default under your mortgage, resulting in the sale of the *mortgaged property*, and the sale proceeds are insufficient to fully repay the *amount you owe us*, the Lender may incur a loss. The Lender may recover some or all of this loss from its facility risk fee. However, you are still responsible for repaying the amount outstanding under the mortgage because you are not protected by the facility risk fee.

### 39. About the Manager and the Lender

- 39.1 The Manager who arranges your loan may deal with a number of different funders. In this way, the Manager can provide borrowers with a broad range of loan products. As a result, interest rates may differ from time to time between the Manager's different products. Accordingly, you may see the Manager advertising a different rate to the rate applicable to your loan. This will probably be because that rate applies to a different funder. The Lender may inform you of a replacement Manager at any time.

### 40. If the Lender is a trustee

- 40.1 If the Lender is at any time a trustee or custodian of any trust, the Lender's liability is limited to the assets of that trust that are available to the Lender to satisfy that liability.

### 41. Identification information

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

**42. If there is a trustee in bankruptcy or liquidator**

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

**43. Third party systems**

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

- (a) any disruption to financial markets;
- (b) delays or failures in third party payment and settlement systems; and
- (c) any disruption of the internet, interference from third parties over the internet, or in relation to third party IT systems and infrastructure.

**Part D – Service agreement in relation to direct debit**


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Part D contains the terms of our agreement with you in relation to the use of the direct debit request form you will be required to sign.

**44. Your Direct Debit Obligations****44.1 You must:**

- (a) ensure that the financial institution specified in the Direct Debit Request Form accepts direct debits in relation to the account specified in that form;
- (b) ensure that the account details stated in the Direct Debit Request Form are correct (for example by comparison to a recent statement from your bank from your financial institution);
- (c) ensure there are sufficient funds in the relevant account to meet each authorised direct debit request;
- (d) advise us if the account nominated on your Direct Debit Request Form is transferred or closed or the details change; and
- (e) ensure that all account holders sign the Direct Debit Request Form.

**44.2** Direct debiting is not available on the full range of bank accounts. If in doubt, please refer to your bank or other financial institution where you maintain your account before signing this document. You should check the account details provided above against a recent account statement.

**44.3** If you are unsure how to complete the Direct Debit Request Form, please contact us or your financial institution.

**44.4** Our contact details are set out in the Loan Summary of your *loan contract*.

**45. The terms of your debit arrangements**

You agree that we may debit amounts from the bank account specified in the Direct Debit Request Form each Repayment on the relevant repayment date at the rate and frequency specified in the *loan contract* so as to ensure you comply with your obligations to make payments under the *loan*

*contract*. You also agree that we may debit from that account other amounts that are owing by you from time to time pursuant to your *loan contract*.

#### **46. Notice of variation by us to terms of debit arrangements**

In addition to any other notice we are required to give under your *loan contract* or by Law, we will give you at least 14 days' notice in writing if we propose to vary any of the terms of the direct debit arrangements, unless any such variation is as a result of a request by you.

#### **47. Variation or cancellation by you of direct debit arrangements**

If you wish to defer, alter or suspend all or any part of these direct debit arrangements, including suspending or cancelling a direct debit request, you must give the Manager at least 7 business days prior notice. If you wish to stop or cancel the direct debit arrangements you can also contact your financial institution. You must also ensure that suitable alternative direct debit arrangements are put in place in order for you to comply with your payment obligations under the *loan contract*.

#### **48. Disputed Direct Debits**

48.1 We have a customer claims process in place with all financial institutions in case of disputed drawings. You should contact the Manager in the first instance if you have a complaint regarding the amount or timing of any drawing under the Direct Debit Request Form. The contact details for the Manager are as set out in your Loan Proposal letter.

48.2 If our investigations show that your account has been incorrectly debited, we will arrange for your account to be adjusted accordingly. If, following our investigations, we believe on reasonable grounds that your account has been correctly debited, we will respond to your query by providing you with the reasons for this finding.

#### **49. When the date for payment is not a business day**

49.1 If a debit is to be made from the account specified in the Direct Debit Request Form on the 29th, 30th or 31st of a month that does not contain such a date, then it will be debited on the last *business day* of that month.

49.2 If a debit is to be made from the account specified in the Direct Debit Request Form on a day that is not a *business day*, then it will be debited on the next following *business day*.

49.3 If you are unsure as to when a debit will be processed you should contact us or your financial institution.

#### **50. Dishonour by your financial institution**

If your financial institution dishonours your drawing, your account will be adjusted and any charges incurred by us may be debited to your account.

#### **51. Confidentiality**

We will keep details of the account specified in any Direct Debit Request Form confidential, except where:

- (a) required for the purposes of conducting direct debits with your nominated financial institution; or
- (b) we receive your permission to release those details; or
- (c) we are required to disclose such details by a court order; or

- (d) we are required to disclose such details in response to a request by a law enforcement agency or government regulator.

## Part E – Access Terms

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### 52. How you can access your account

52.1 We may from time to time offer you access to your account by the following access methods:

- (a) internet (including through the use of an app);
- (b) telephone; and
- (c) other means we consider appropriate from time to time.

These are known as 'Access Methods'. Some or all of the Access Methods may not always be available. You can contact us to check their availability.

52.2 We may tell you how to use the Access Methods from time to time.

52.3 The Access Methods may be subject to fees contained in your credit contract, or restrictions, such as daily transaction limits set by us.

52.4 When you use the Access Methods, merchants and other institutions may charge additional fees and may impose additional obligations or restrictions (for example, minimum spend rules).

52.5 We may provide you with Access Codes, including a personal identification number (PIN), user ID or password, to access the Access Methods. We may cancel or suspend an Access Code at any time without notice if we reasonably believe its use may result in loss to you or to us.

## Access Methods

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### 53. Who can use the Access Methods

**IMPORTANT: If you have entered into this loan as a joint borrower, any borrower can bind each other borrower. Any of you will be able to access the account. All borrowers will be obliged to repay any and all amounts owing, even if a borrower did not benefit equally from the funds. You should maintain significant security in relation to the Access Methods.**

53.1 We may give access to your account through the Access Methods to any person supplying the relevant Access Code(s) and process any transactions made by that person. We can debit your account and you are liable for all transactions conducted by anyone you've given your Access Codes to (even if that transaction is not authorised by you).

53.2 You may instruct us to block access to your account using the Access Methods.

**IMPORTANT: Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage, or download your account statements. These companies usually require you to give them your Access Codes. We do not endorse, promote, or authorise the use of account aggregation services in connection with your account(s). If you disclose any Access Code(s) to another person, you will be liable for any transactions on your account(s) made by that person using that Access Code(s).**

### 54. Your instructions

54.1 When you use the Access Methods, your instructions may be carried out if they:

- (a) are permitted by these terms; and
  - (b) comply with the directions on how to use the Access Methods.
- 54.2 We may postpone processing a transaction if we need further information from you or a third party.
- 54.3 When you or anyone authorised by you gives us instructions for a transaction using the Access Methods, we may not be able to stop the transaction authorised by those instructions. You are responsible for ensuring that the instructions are correct.
- 54.4 If we are instructed to do so, we will credit amounts to your account as soon as practicable after we receive them. Those amounts are then not available until they are cleared (which in some cases may take up to five business days).
- 54.5 When you transact using electronic Access Methods (except telephone access), you can be provided with an electronic receipt.
- 54.6 We may decline to accept your instructions for a transaction through the Access Methods if:
- (a) we have any reason to doubt the authenticity or validity of the authorisation or your legal capacity to give the instructions; or
  - (b) we suspect that the transaction is in breach of law or that your account has been used illegally.
- 54.7 To the extent permitted by law, we are not liable to you or any other person for any loss or damage which you or any other person may suffer as a result of using the Access Methods or any delay, omission or failure in respect of any transaction.

## **55. Changes, suspension and cancellation of Access Methods**

- 55.1 We can change, suspend or cancel any of the Access Methods and your use of any of the Access Methods at any time without notice, including if we consider it reasonably necessary to prevent loss to you or us for security reasons or if there is suspected fraud. We will comply with any applicable laws or relevant codes of conduct to which we have subscribed.
- 55.2 You can terminate your use of any of the Access Methods at any time by contacting us.
- 55.3 We do not warrant that any of the Access Methods will operate at any time. You should promptly advise us of any faults or unavailability of the Access Methods.

## **Internet access and telephone access**

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### **56. Internet access**

- 56.1 We may provide you with access to internet access.
- 56.2 You may use internet access to obtain account information, to transfer money to third parties and between your accounts.

### **57. Telephone access**

Telephone access may be used to obtain account balances, transfer funds to and from your accounts.

### **58. Recorded transactions**

We can, at our discretion, make electronic copies (including recordings) of or monitor any transaction conducted via the internet or telephone access for the purpose of accuracy and security.

## Security

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**IMPORTANT: You must keep your Access Codes (and any records of the details of this) secure. If you do not comply with the below security requirements, you may be liable for unauthorised transactions made on your account.**

### 59. General

- 59.1 You must keep your Access Codes (and any records of the details of this) secure.
- 59.2 You must do everything necessary to ensure that your Access Codes is not misused, lost or stolen. If any of these are misused, lost or stolen, you must tell us as soon as possible. If you breach any term in this document, you may be held liable for any unauthorised transactions.
- 59.3 You should contact us about any problems or questions relating to the Access Methods.

### 60. Access security

- 60.1 You must always act with care and protect the security of your Access Codes. Memorise your Access Codes, and destroy any correspondence notifying you of an Access Code.
- 60.2 You must not:
- (a) disclose voluntarily to anyone (including family or friends) any of your Access Codes;
  - (b) record any Access Code on a device (such as a smartphone) that could be used to perform a transaction, or anything carried with the device or anything liable to loss or theft with the device, unless you make a reasonable attempt to protect the security of the Access Codes; or
  - (c) keep a written record of all or any Access Codes required to perform a transaction on one or more things which are likely to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the Access Codes.
- 60.3 If you choose your own Access Code, you must not select numbers or words which represent your date of birth, your name, or any other combination of numbers or letters which can be readily identified with you.
- 60.4 You must always log off from internet access and close your browser once you have finished an internet access session. If you are using a public computer or mobile device, you must clear the computer or device cache or history after using internet access.
- 60.5 You should take appropriate steps to ensure any device you use to access an electronic access channel is protected against computer viruses and unauthorised access.

## Liability

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**IMPORTANT: This section does not apply to a business account. A business account is an account which is primarily used by a business and is established for business purposes. If you hold a business account, you will be liable for all transactions on your account, whether authorised by you or not.**

### 61. Our liability

- 61.1 Subject to any warranties implied by law that cannot be excluded, we are not responsible for, or liable for loss, damage, or interruption arising out of:
- (a) errors, inaccuracies, omissions, interruptions, viruses or defects where you were aware, or should have been aware, that the electronic services or any system or related equipment



was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning;

- (b) reliance on information obtained through use of the electronic services; or
- (c) failure of the electronic services to perform a function in whole or in part.

61.2 If an error, inaccuracy or omission occurs and you advise us in writing, we will endeavour to correct the problem within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.

61.3 Your access to electronic services may be automatically denied after unsuccessful attempts to enter the relevant Access Codes. If this happens, you must contact us to obtain access to the electronic services.

## **62. When you are not liable for losses – electronic Access Methods**

62.1 If transactions not authorised by you are processed on your account, you must inform us as soon as you become aware of these. You will not be liable for unauthorised transactions:

- (a) if it is clear that you have not contributed to the loss, or for transactions that you could not have known about;
- (b) when they are caused by the same transaction being incorrectly debited more than once to the same account;
- (c) which took place before you received any Access Code;
- (d) that are caused by the fraudulent or negligent conduct of our employees or agents, a third party supplier company involved in our networking arrangements or by merchants, or their employees or agents;
- (e) which relate to a device or Access Code which is forged, faulty, expired or cancelled;
- (f) that occur after you inform us that your Access Code has been lost or stolen or the security of the Access Code has been breached; or
- (g) result from an unauthorised transaction that can be made using an identifier without a PIN.

## **63. When you will have limited liability for losses – electronic Access Methods**

63.1 If it's not clear whether you've contributed to the loss caused by an unauthorised transaction that required one or more Access Codes, the amount of your liability will be limited to the least of:

- (a) \$150;
- (b) the actual loss at the time we're notified that the security of your Access Code or PIN was breached (limited by the applicable daily or period transaction limits over the relevant timeframe); and
- (c) the credit limit (if any) of the account from which value was transferred in the unauthorised transaction.

## **64. When you will be liable for losses – electronic Access Methods**

64.1 If we can prove on the balance of probability that you've contributed to the loss by:

- (a) acting fraudulently; and
- (b) breaching any security terms set out in this document,

your liability will extend to the total loss suffered before you report the loss, theft or misuse of a device or breach of Access Code security to us.

64.2 You will not be liable for any portion of the losses incurred:

- (a) on any one day that exceed any relevant daily transaction limit;
- (b) in a period that exceeds any other applicable periodic transaction limit applicable to the relevant period;
- (c) that exceeds the credit limit (if any) applying to your account during the period; or
- (d) on any account that you and we agree could not be accessed by way of the Access Methods.

64.3 Where more than one Access Code is required to perform a transaction and we prove:

- (a) that the security of an Access Code(s) has been breached, but not all of the required codes; and
- (b) we can prove on the balance of probability that a breach of security of the Access Code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your Access Code or a breach of the Access Code security requirements.

## **65. Liability for unreasonably delaying notification**

65.1 If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification that the security of your Access Codes has been compromised after you become aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- (a) the time you first became aware (or should reasonably have become aware) of any of these events; and
- (b) the time we are actually notified of the relevant event;

however, you will not be liable for any loss on any day, or in any period which exceeds any applicable transaction limit for that day or period, and you will not be liable for loss in excess of the credit limit (if any) of your account.

## **66. Liability caused by equipment malfunctions**

66.1 You are not responsible for any loss caused by the failure of a system or equipment provided by anybody to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.

66.2 If you incur loss as a result of a shared electronic network being unavailable or malfunctioning, and you should reasonably have been aware of the unavailability or malfunction, our liability is limited to:

- (a) correcting any errors; and
- (b) reducing any fees or charges imposed on you.

66.3 We're not responsible for:

- (a) errors, inaccuracies, interruptions, viruses/defects due to any system or equipment failing to complete a transaction;

- (b) delays resulting from any network, system or equipment failing to support the interactive service; or
- (c) any internet access or telephone access service or equipment failing to complete your transaction instructions.

66.4 If we're responsible, our liability is limited to the cost of re-supplying the service.

## Part F – Construction loans

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

### 67. About your construction loan

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

- 67.1 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 contract*.
- 67.2 You must ensure that the building works are completed expeditiously in accordance with:
  - (a) the best skills and practices to our satisfaction;
  - (b) the plans and specifications approved by us; and
  - (c) the requirements of any responsible authority (such as a local council).
- 67.3 The *amount of credit* will be advanced progressively as and when we see fit to assist in the construction of building works. Generally, all progress payments will be made directly to the builder or service provider.
- 67.4 We may suspend, reduce or cancel any progress payment, and in particular can refuse to make any further advances if anything happens that we reasonably believe adversely affects the value of the *mortgaged property* or if the building works are not proceeding satisfactorily.
- 67.5 If total construction costs are less than the amount we agree to lend you for construction, we may reduce the amount we lend you accordingly.
- 67.6 If any insurer who has provided a type of risk cover in respect of your loan cancels, suspends or limits that cover, and that decision materially impacts our credit or security risk, we may demand repayment of the whole or any part of the *amount you owe us* on not less than 90 days notice.
- 67.7 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.
- 67.8 We may not make progress payments for supplies until they are installed or permanently affixed to the *mortgaged property*.
- 67.9 Any variations to the building works must be funded by you unless we agree otherwise in writing.
- 67.10 You may, with our approval, split your construction loan account in accordance with clause 6. If we agree to split your construction loan, then:
  - (a) both construction loan accounts will be made on the same terms (ie same interest rate and loan term); but

- (b) only one split may be used for drawdowns.

## **68. Your obligations in relation to construction**

68.1 Before we make any progress payment under your *loan contract*, we may require you to give us the following documents in a form and substance acceptable to us:

- (a) a copy of the building contract, including all variations, between you and the builder in relation to the building works, with both a commencement date and completion date acceptable to us and with a licensed builder acceptable to us;
- (b) a copy of the plans and specifications approved by the relevant authority in relation to the building works;
- (c) home owners warranty insurance (where applicable);
- (d) a builders all risk insurance policy and a certificate of currency for that policy;
- (e) an identification survey report completed by a licensed land surveyor;
- (f) an invoice by the builder or service provider;
- (g) a progress payment authority signed by you; and
- (h) anything else we reasonably require.

You are still liable under your *loan contract* if we make any progress payment without requiring any of these things.

68.2 Without limiting clause 68.1, before we make any final progress payment under your *loan contract*, you must give us a certificate of occupancy in a form that is acceptable to us (which will not be unreasonably withheld).

68.3 You must also:

- (a) as soon as the building works are complete:
  - (i) provide to the Manager a general insurance policy noting the Lender's 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; and
  - (ii) provide to the Manager a final certificate from the local council or other responsible authority confirming that building works have been completed in accordance with all relevant requirements;
- (b) ensure that the agreed drawdown schedule is observed and that there are always sufficient undrawn funds under the loan to complete construction;
- (c) promptly comply with any condition we impose in relation to any progress payment or the building works; and
- (d) not vary or terminate the building contract without our prior written consent (which will not be unreasonably withheld).

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

## Part G – Line of credit facility

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This section only applies to loans that include a line of credit facility.

### 69. About your line of credit facility

**IMPORTANT: Acting reasonably, we can change, suspend or cancel your line of credit facility at any time.**

- 69.1 At any time on not less than 90 days' notice, we may convert the line of credit facility to a term loan under which you must make regular monthly principal and interest repayments.
- 69.2 We may change, suspend or cancel the line of credit facility (including reduce your credit limit) at any time without your consent. If we do any of these things, we will act reasonably and notify you promptly (which may be after the change, suspension or cancellation has taken effect). We are not liable for any loss suffered by you or anyone else as a result of us changing, suspending or cancelling the line of credit facility.
- 69.3 If we:
- (a) reduce your credit limit, you must repay any amount owing in excess of the new credit limit; or
  - (b) cancel the line of credit facility, you must repay the amount owing under your line of credit account,
- we will endeavour to give you adequate notice before we reduce your credit limit or the cancel the line of credit facility, but we reserve the right to act immediately.
- 69.4 We calculate your available funds limit on each day by deducting from your credit limit:
- (a) the amount owing under your line of credit account;
  - (b) any withdrawal amounts or other proposed payments on your line of credit account for which we have received instructions, but which have not yet been debited to the account (not including future periodical payments); and
  - (c) the amount of any payments that have been credited to your line of credit account, but have not cleared yet.
- 69.5 We have the right to decline any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation. We will not be liable to you or any other person for any loss or damage that you or such other person may suffer as a result of our action.

### 70. Exceeding your credit limit

- 70.1 You must ensure that you do not exceed your credit limit. If you exceed your credit limit without our written consent, the amount by which you have exceeded the credit limit must be repaid promptly after our demand, and we may charge default interest on that amount until it is repaid.
- 70.2 If a transaction would cause the balance of your line of credit account to exceed your credit limit we may, without notice, decline, stop or reverse the transaction. If for some reason we allow the balance of your line of credit account to exceed your credit limit, that does not mean we are increasing your credit limit.
- 70.3 If we consent to you exceeding your credit limit, we may impose one or both of the following conditions:
- (a) that the amount by which you have exceeded your credit limit be repaid within a certain period; or

- (b) that payments made to your line of credit account are first applied by us to the excess amount and any interest charged on that amount.

## Part H - Definitions and interpretation

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71. In your *loan contract*, the following words are defined as follows:

- (a) *amount of credit* means the amount specified in the Financial Table in your *loan contract* as varied from time to time.
- (b) *amount you owe us* means the total amount outstanding from time to time in respect of all your accounts provided under your *loan contract*, including all accrued interest, fees and charges (including where applicable those that accrue on partial or total repayment), and includes any part of that amount.
- (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 document that contains the Financial Table.
- (e) *event of default* means any event described in clauses 18 and 19.
- (f) *final repayment date* means the first to occur of:
  - (i) the date on which your loan term ends;
  - (ii) the date on which the final repayment is due as a result of an *event of default*;
  - (iii) the date on which you elect to repay the whole of the *amount you owe us*;
  - (iv) the date on which the whole of the *amount you owe us* becomes payable for some other reason; and
  - (v) such other date that we agree with you.
- (g) *guarantor* means any person who at any time guarantees to us the payment of all or any part of the *amount you owe us*, and includes any guarantor specified in your *loan contract*.
- (h) *loan contract* means the loan contract that incorporates these General Terms & Conditions and includes any variations of that loan contract. The document that contains the Financial Table and these General Terms & Conditions together comprise your *loan contract*.
- (i) *loan date* means the date we first advance funds to you.
- (j) *mortgaged property* means any real estate subject to the *security* and, where the context permits, any other property subject to the *security*, and includes any improvements, attachments or contracts relating to that property and any part of that property.
- (k) *other agreement* means any other agreement or arrangement under which the Lender provides financial accommodation to you or any *guarantor* at any time.
- (l) *repayment holiday period* means a period not exceeding 12 months during which we grant, at our discretion, the temporary deferral of payments or reduction of payments.
- (m) *security* means the security specified in the document that contains the Financial Table and any other security from time to time given to secure your obligations under your *loan contract*.

**72.** In these terms and conditions the following words are defined as follows:

- (a) Access Codes means the client number, personal identification number (PIN), password and/or a combination of all these we provide to you to access the Access Methods.
- (b) Access Methods means the methods we offer you for accessing your loan account as varied by us from time to time.

**73. Interpretation**

In your *loan contract*:

- (a) a reference to the singular includes the plural and vice versa;
- (b) a reference to a document includes any variation or replacement of it;
- (c) a reference to a person includes any other entity recognised by law;
- (d) a reference to a person or to a party to your *loan contract* includes its successors and permitted assigns;
- (a) headings are for ease of reference only and not to assist interpretation;
- (e) the use of the word 'includes' or 'including' is not to be taken as limiting the meaning of the words preceding it; and
- (f) use of examples is illustrative of the context only and does not limit the natural meaning of the terms of your *loan contract*.

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

## INFORMATION STATEMENT

### THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

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

THE CONTRACT	
1.	<p><b>How can I get details of my proposed credit contract?</b></p> <p>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 –</p> <ul style="list-style-type: none"> <li>• your contract is entered into; or</li> <li>• you make an offer to enter into the contract,</li> </ul> <p>whichever happens first.</p>
2.	<p><b>How can I get a copy of the final contract?</b></p> <p>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.</p> <p>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 –</p> <ul style="list-style-type: none"> <li>• within 14 days of your written request if the original contract came into existence 1 year or less before your request; or</li> <li>• otherwise within 30 days of your written request.</li> </ul>
3.	<p><b>Can I terminate the contract?</b></p> <p>Yes. You can terminate the contract by writing to the credit provider so long as –</p> <ul style="list-style-type: none"> <li>• you have not obtained any credit under the contract; or</li> <li>• 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.</li> </ul> <p>However, you will still have to pay any fees or charges incurred before you terminated the contract.</p>
4.	<p><b>Can I pay my credit contract out early?</b></p> <p>Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.</p>
5.	<p><b>How can I find out the pay out figure?</b></p> <p>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.</p> <p>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.</p>
6.	<p><b>Will I pay less interest if I pay out my contract early?</b></p>



	<p>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.</p> <p>7. <b>Can my contract be changed by my credit provider?</b> Yes, but only if your contract says so.</p> <p>8. <b>Will I be told in advance if my credit provider is going to make a change in the contract?</b> That depends on the type of change. For example –</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• you get 20 days advance written notice for – <ul style="list-style-type: none"> <li>○ a change in the way in which interest is calculated; or</li> <li>○ a change in credit fees and charges; or</li> <li>○ any other changes by your credit provider,</li> </ul> </li> </ul> <p>except where the change reduces what you have to pay or the change happens automatically under the contract.</p> <p>9. <b>Is there anything I can do if I think that my contract is unjust?</b> Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at <a href="mailto:info@afca.org.au">info@afca.org.au</a>, or in writing to GPO Box 3, Melbourne VIC 3001.</p> <p>Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.</p> <p>You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <a href="http://www.asic.gov.au">http://www.asic.gov.au</a>.</p>
<b>INSURANCE</b>	
	<p>10. <b>Do I have to take out insurance?</b> Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.</p> <p>11. <b>Will I get details of my insurance cover?</b> 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.</p> <p>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.</p> <p>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.</p> <p>12. <b>If the insurer does not accept my proposal, will I be told?</b> Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.</p> <p>13. <b>In that case, what happens to the premiums?</b> Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.</p> <p>14. <b>What happens if my credit contract ends before any insurance contract over</b></p>

**mortgaged property?**

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

**MORTGAGES**

15. **If my contract says I have to give a mortgage, what does this mean?**  
A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.
16. **Should I get a copy of my mortgage?**  
Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.  
However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.
17. **Is there anything that I am not allowed to do with the property I have mortgaged?**  
The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.
18. **What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**  
See the answers to questions 22 and 23.  
Otherwise you may –
- if the mortgaged property is goods – give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
  - sell the property, but only if your credit provider gives permission first;
- OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.
- If your credit provider won't give permission, you can contact the AFCA scheme for help.  
If you have a guarantor, talk to the guarantor who may be able to help you.  
You should understand that you may owe money to your credit provider even after the mortgaged property is sold.
19. **Can my credit provider take or sell the mortgaged property?**  
Yes, if you have not carried out all of your obligations under your contract.
20. **If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**  
Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.
21. **When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**  
Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**GENERAL**

22. **What do I do if I cannot make a repayment?**  
Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in

a number of ways –

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

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

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

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

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

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

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

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

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

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto: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.**