

# Macquarie home loans

Terms and conditions booklet

EFFECTIVE MAY 2019

## Your loan agreement

Your Loan Agreement consists of two documents:

<b>Your Loan Offer document</b> Details of the loan specific to you (and any Guarantors) – accepted by all Borrowers.	
<b>This Terms and Conditions booklet (Part A)</b> See Part A of this booklet for terms and conditions for your home loan.	

## The mortgage agreement

The Mortgage agreement consists of two documents:

<b>The Mortgage</b> Details of the Mortgaged Property - signed by all mortgagors.	
<b>This Terms and Conditions booklet (Part C)</b> See Part C of this booklet for terms and conditions for the Mortgage.	

 If you have any questions, please contact your banking specialist or broker.

## Inside this booklet



Home loan terms  
and conditions  
For your loan  
page 4



Information statement  
Consumer rights  
and responsibilities  
page 28



Mortgage terms  
and conditions  
For the Mortgaged  
Property  
page 33

# A Home loan terms and conditions

Please read this document together with your Loan Offer to understand your Loan Agreement in full.

<b>Key things to note</b>	05	10 Construction or land loans	16
<b>Terms and conditions</b>	07	11 Package loans	17
1 Entering a legal agreement	07	12 Flyer feature	18
2 Changes to the agreement	08	13 Default	19
3 Interest charges	09	14 How we deliver notices	22
4 Required payments	10	15 Dealing with your loan agreement	22
5 Applying payments	11	16 Laws and codes that apply	23
6 Early repayments	12	17 General information	24
7 Loan account access	12	18 Interpretation	25
8 Using offset accounts	14		
9 Using redraw facilities	15		



# Key things to note

For further details, please read the loan terms and conditions in full.

## **Loan offer**

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This document does not contain all the terms of your loan or all the information we need to give you before you enter into this agreement.

Further information is contained in your Loan Offer.

## **Defaults**

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The most common default is failure to pay money on time. If there is default, we may:

- give you notice requiring you to remedy the default;
- refuse further advances or requests;
- require immediate payment of any money due;
- charge default interest;
- take legal actions, including take possession of and sell the Mortgaged Property.

If you default or think you might default, please contact us as soon as possible so we can try to find a solution acceptable to us both.

For more information about defaults, see section 13.

## **Early repayment break costs for fixed rate loans**

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Substantial break costs may be payable on early repayments during a fixed rate period. Ask for an estimate of break costs before you repay early a fixed rate loan.

For more information about break costs, see section 6.

## **Banking Code of Practice**

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This is a banking service to which the Banking Code of Practice ('**BCOP**') applies. The BCOP is an industry code which sets standards of good banking conduct for bank staff and representatives. The BCOP will apply to this Loan Agreement from 1 July 2019 if you are an individual or a small business (as defined in the BCOP), and to certain Guarantors of individual or small business loans.

## **Fees and Charges**

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You can request information on our current standard fees, charges and interest rates by contacting your banking specialist or broker.

## **Credit Assessment Report**

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If your loan is regulated by the National Credit Code, you can request a copy of our credit assessment of your application by asking us.

## Financial Assistance

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If you are experiencing financial difficulty and require financial assistance, then you, or your representative, should contact us as soon as possible - this applies to guarantors also. We will discuss your situation and the options available to help you. The sooner you contact us, the sooner we can try to help.

If you are a joint borrower and you experience financial difficulty, then we may be able to assist you without involving the other borrower(s), at least initially. However, depending on the circumstances, we may need to involve the other borrower(s).

## Queries or Complaints

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If you have any queries or are unhappy with our products or services, please do not hesitate to contact our Client Service Centre by the following methods:

Phone: 1800 899 485  
Email: [complaints@macquarie.com](mailto:complaints@macquarie.com)  
Mail: The Complaints Officer  
Macquarie Bank Limited  
GPO Box 4294  
Sydney NSW 1164

We will review your situation and try to resolve any concerns you raise immediately. If we can't satisfy your concerns, you may have rights to escalate your matter to our Customer Advocate or the Australian Financial Complaints Authority (AFCA). The Customer Advocate's role is to review the reasonableness and fairness of the outcome of your complaint. AFCA provides a free and independent complaint resolution service for financial services (certain terms of reference must be satisfied in order for AFCA to investigate your complaint). You can contact them as follows:

The Customer Advocate, Macquarie Bank Limited  
GPO Box 4294, Sydney NSW 1164  
Phone: 1800 898 307 (free call)  
Email: [customeradvocate@macquarie.com](mailto:customeradvocate@macquarie.com)

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Phone: 1800 931 678 (free call)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

# Terms and conditions

## 1 Entering a legal agreement

### 1.1 Settlement date

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There is no binding legal agreement between us until the Settlement Date, unless we decide on an earlier date.

We have the right to change the terms of your Loan Agreement, withdraw it altogether, or refuse to fund your Loan Facility for any reason in our absolute discretion. We will only advance funds once we are satisfied that all relevant conditions are met. Before the Settlement Date we will request you to provide supporting information and documents; and conduct searches and enquiries.

If you do not draw down the full credit limit on the Settlement Date, any borrowing of the balance is subject to our approval.

### 1.2 If settlement does not occur

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If we decide not to proceed for any reason, you may be liable for costs, and we will not be liable for any resulting loss, damage, or cost.

### 1.3 Multiple borrowers

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If there is more than one of you, then your Loan Agreement applies to and binds each of you jointly and separately.

Usually, any one of you can do anything in relation to your Loan Agreement or any Security, such as request an advance, or make a redraw request.

We may accept instructions from all of you to send a copy of joint Loan Account information (which may include personal information) to a third party outside of Macquarie in accordance with clause 7.7. However, this clause does not prevent us from making any disclosures in accordance with clause 15.3.

If any one or more of you does anything in relation to your Loan Agreement or any Security all of you will be responsible for the transaction, even if you didn't authorise the transaction.

If you have a joint account, from which either you or another account holder can make withdrawals, you can ask us to change the account authority so that you all have to approve any future withdrawals. This may be relevant to you if you are vulnerable.

If you no longer wish to be a joint borrower, you may end your liability under the Loan Agreement by giving us a written request to do so in the following circumstances:

- a) where we have not advanced the funds to you or the funds are not being relied upon by any joint borrower; or
- b) for any future advances (e.g. redraw) under the Loan Facility, but only where we can terminate any obligation we have to extend further credit to any other joint borrower under the same Loan Facility.

#### Read this section to...

Understand your rights and obligations before the settlement date and how legal agreements apply to all borrowers.



#### **WARNING** **Multiple borrowers**

Each one of you can be required to pay the whole amount even though you may have another arrangement among yourselves or not all of you benefit equally.

## 2 Changes to the agreement

### Read this section to...

Understand how your loan agreement can be changed by us or by you.

### 2.1 What we can change

Acting reasonably, we can introduce new terms, or change or delete any existing term of this Loan Agreement (including the interest rate, the credit fees and charges, and the repayments) or the way it operates, including to deal with any regulatory change or unforeseen event that may arise.

Apart from changes to interest rates and subject to the next sentence, if we believe a change is unfavourable to you, we will give at least 30 days' notice. We may give you a shorter notice period, or no notice, of an unfavourable change if:

- a) it is reasonable for us to do so to manage a material and immediate risk; or
- b) there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. We will tell you about the introduction or change reasonably promptly after the government notifies us of it (unless the government publicises the introduction or change).

If you are not satisfied with any change or variation, you may repay your loan in accordance with the early repayment provisions in your Loan Agreement.

### 2.2 Notification of changes

Where we make a change that we do not believe is unfavourable to you, we will notify you of the change before or when we provide your next statement of account (which may be after the change has taken effect).

We will notify you of all other changes in accordance with the following table:

Change type	Notice Period	Method of Notice
Change to the Reference Rate	On or before the day that the change takes effect	Either by advertising in a major newspaper circulated throughout each State and Territory or by writing to you
Changes to the interest rate (including any discount), other than as a result of a change in the Reference Rate		
Impose a new Credit Fee or Charge	30 days prior	
Change the amount of an existing Credit Fee or Charge		
Change the frequency of payment of an existing Credit Fee or Charge		
Change the amount or frequency of repayments	20 days prior	
Change the manner in which interest is calculated or applied under this Loan Agreement	30 days prior	
Any other change (e.g. a general update to these terms and conditions)	30 days prior	Either by advertising in a major newspaper circulated throughout each State and Territory or by writing to you

### 2.3 Interest rates and repayments

The interest rates and repayments shown in the Loan Offer are correct at the Disclosure Date but may change before or after the Settlement Date.

### 2.4 Changes you request

You may request a variation to your Loan Account such as a split or product switch (e.g. a switch from a variable to a fixed rate). This may require you to pay a fee and pay interest on or around the change date. Where you have a fixed rate, you may also be subject to break costs.

We are not obliged to approve any request. Separate repayment and interest debit dates may apply to any varied Loan Account.

## 3 Interest charges

### 3.1 How interest is calculated

Interest is calculated on each Loan Account by applying the interest rate applicable to that Loan Account to the balance of that Loan Account at the end of each day. The daily interest rate is the applicable rate divided by 365.

#### EXAMPLE 1 How daily interest is calculated

If your account balance is \$140,080 at the end of the day, and your interest rate is 5.50% p.a. then the daily interest will be:

$$\begin{array}{ccc} \text{Daily percentage rate*} & \times & \text{Daily account balance} & = & \text{Daily interest charge} \\ 5.5\% \div 365 & & \$140,080 & & \$21.11 \end{array}$$

\*Your interest rate  $\div$  365

### 3.2 Interest accrues daily

Interest accrues on a daily basis from the day we advance money.

### 3.3 Interest rates

If more than one interest rate applies to your Loan Accounts, we will apply the applicable daily percentage rate to the relevant portion of the total amount owing.

### 3.4 When interest is debited

Interest charges are debited to your Loan Account monthly in arrears on the last Banking Day of each calendar month, commencing from (and including) the Settlement Date, and become part of the balance on which future interest charges are calculated.

If you have a Loan Account in an interest only period, interest charges are debited to that Loan Account at the same frequency as your interest only repayment.

### 3.5 Interest debited on weekends and public holidays

If interest is scheduled to be debited on a weekend or a national public holiday, interest will be debited on that day.

Read this section to...

Understand how interest is calculated and charged.



#### WARNING

##### Interest only repayments

You derive no benefit from making your interest only repayment more frequently than monthly while you have a Loan Account which is in an interest only period.

### 3.6 Other times interest is debited

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Interest may also be debited:

- a) each time a repayment is made;
- b) the day after a fixed period ends;
- c) immediately before you repay a Loan Account in full; and
- d) on the day the final repayment is due.

### 3.7 Default interest rates

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If any amount due by you is not paid on the due date, default interest may be charged on the amount in default until it is paid. Default interest is calculated and debited in the same way as ordinary interest. If the entire Loan Facility becomes due, you must pay interest at the default rate on the entire Loan Facility amount that is not repaid on time.

### 3.8 Reference rates

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You can find out our current reference rates by contacting us.

## 4 Required repayments

**Read this section to...**

Understand what repayments you must make and when.

### 4.1 Repayments required

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You must make all payments specified in the Loan Offer and any other amounts that become due under your Loan Agreement. You must pay to us the total amount owing, by the date specified in your Loan Offer or as agreed in writing. Scheduled repayments are to be made in Australian dollars from an account at a bank or financial institution acceptable to us.

### 4.2 Government duties, taxes and other charges

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You must pay us on request any government duties, taxes and other charges on receipts, debits or withdrawals that apply to your Loan Account.

You must pay these amounts whether or not someone else is liable to pay them and whether or not the loan is made. We may debit these amounts to your Loan Facility as and when they become payable, without prior notice.

### 4.3 Payments must be in full

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You irrevocably agree that all amounts payable by you under your Loan Agreement or any Security must be paid in full, on the due date and, to the extent permitted by law, free of any set-off, or counterclaim of any kind and free and clear of, and without, deduction or withholding of any kind. You cannot reduce a payment if you are ahead of schedule, or if you think we owe you anything. You cannot assume that we will automatically 'top up' any part payment with funds you may have in another account with us, or from money we may owe you, and you cannot deduct or set off any amounts from your payment to us.

### 4.4 When payments are due

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Your contractual repayments are due monthly, unless we agree to alternative repayment arrangements.

### 4.5 Payments on weekends and public holidays

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If a payment is due on a weekend or a national public holiday, the payment will be debited on that day.

### 4.6 Payments may change

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If the interest rate or other terms change, your repayments may change.

#### 4.7 Court orders

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If a court orders you to pay an amount due under your Loan Agreement, you must pay interest at the higher of

- the rate specified in the court order; and
- the rate payable under your Loan Agreement.

#### 4.8 Direct debit authorisation

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You must give us a signed direct debit authority or other authorisation to allow us to debit repayments until the loan is fully repaid.

#### 4.9 We can debit your account

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We can debit your Loan Account with any amounts lent to you or due under your Loan Agreement, or in accordance with any applicable code, law or agreement for mistaken internet payments received by you.

#### 4.10 Delays in processing payments

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If we receive instructions (e.g. from a third party) to debit money from your Loan Account, we can debit your Loan Account and charge interest on that amount immediately, even if there is a delay in processing that transaction.

#### 4.11 Fees and other charges

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You must nominate an account for us to debit fees and charges as they become due, and we may also debit any available redraw in your Loan Account. We may retain or require payment of any Credit Fees and Charges, per your Loan Offer, paid by you or incurred by us if you do not accept the Loan Offer or the Loan Agreement is terminated for any reason.

## 5 Applying payments

#### 5.1 When payments are credited

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We will credit payments to your Loan Account after we receive the cleared payment. We do not treat a payment as made until we credit the payment to your Loan Account. If in making a payment to us your direct debit or cheque is dishonoured, the payment will remain outstanding, and interest will continue to accrue on the total balance until the repayment is received.

#### 5.2 How we treat multiple accounts

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If you have more than one Loan Account, each Loan Account will be debited and credited separately, each will have its own balance, and we may send you a separate statement for each Loan Account.

#### 5.3 If no instructions are provided

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If you have more than one Loan Account and you make a payment without telling us in writing how to apply the payment, we can determine which Loan Account we will apply the payment to.

#### 5.4 Clearing arrears

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If you have any account with us with a credit balance or a redraw facility from which money can be withdrawn, we can (but are not obliged to) use that money to pay any amount due to us.

#### Read this section to...

Understand what happens when we receive payments for your account.

We may also close a Loan Account if that account is in credit. At the time of doing so, we:

- a) will, if appropriate, give reasonable notice of the closure;
- b) will pay you the amount of the credit balance; and
- c) may charge an amount that is our reasonable estimate of the costs of closing the account.

## 5.5 Clearing repayments

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If you have made additional payments in advance on a Loan Account, we may apply those funds to any missed repayments or arrears on any Loan Account, in our absolute discretion.

# 6 Early repayments

## 6.1 Additional payments

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You may make additional payments or repay your Loan Facility in full or part at any time. If you repay all or part of a fixed rate Loan Account early, you must pay any fixed rate break costs that may apply.

## 6.2 What are fixed rate break costs ('break costs')?

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When we agree to lend money to you for a fixed period at a fixed rate, we may enter into finance arrangements to assist us to provide that product. If you repay some or all of the fixed rate Loan Account early or switch to another product, we may incur costs, commonly known as break costs (which may include costs arising from termination of all or part of the finance arrangements entered into by us in relation to your loan, which we will pass on to you).

The amount of the break cost is not ascertainable at the Disclosure Date, and can change from day to day.

See your Loan Offer for details about when break costs may be incurred.

## 6.3 Repaying more than the total amount

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If you repay us more than the total amount outstanding, we may reject the payment, or return the excess to you. We will not pay you interest on that amount.

# 7 Loan account access

## 7.1 Electronic access

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We may offer you access to your Loan Account by Electronic Banking. The Macquarie Electronic Banking Terms and Conditions which are available on our website sets out the terms that apply to your use of Electronic Banking. Pay Anyone and BPAY® payments made through Electronic Banking are available for all Loan Accounts.

## 7.2 Fees and restrictions

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There may be fees that apply to transactions conducted on your Loan Account through Electronic Banking. Refer to your Loan Offer for details. Other restrictions (such as daily transaction limits) may apply.

### Read this section to...

Understand the effects of repaying your loan early (e.g. if fees apply).



### WARNING

#### Break costs

If the fixed rate loan or any part of it is terminated early, break costs could be substantial. Ask for an estimate of break costs before you arrange to repay a fixed rate loan early.

**For information on when a break cost may be payable, see your loan offer.**

### Read this section to...

Understand how you can access your Loan Account and what your responsibilities are when using your loan account.

### 7.3 **Keep your Secret Codes confidential**

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The security of your or an Authorised User's Secret Codes is important, because whoever has access to them may be able to perform transactions or other dealings on your Loan Account. The Electronic Banking Terms and Conditions set out important information on protecting your Secret Codes and the consequences for failing to do so.

### 7.4 **Unauthorised Transactions**

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The Electronic Banking Terms and Conditions deals with your liability for unauthorised and fraudulent transactions.

### 7.5 **Mistaken Payments**

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A payment made via Electronic Banking to the wrong person is referred to as a Mistaken Payment.

You and/or your Authorised User(s) should call or write to us as soon as possible to report a Mistaken Payment, as delays make it harder for us to recover your money.

We will need certain information from you or your Authorised User(s) to investigate the issue and determine whether a Mistaken Payment has in fact occurred.

If a Mistaken Payment is reported:

- **within 10 business days**, your money will be returned if we're satisfied that a Mistaken Payment has occurred and provided that the recipient has sufficient funds in their account.
- **between 10 business days and 7 months**, it will take longer to return your money, as the recipient's bank has longer to investigate and to contact the recipient and start the return process.
- **more than 7 months later**, it can be challenging to get the funds returned to you, as the recipient must consent to returning your funds.

Please note that the recipient's bank will also assess whether a Mistaken Payment has occurred and can dispute your request.

Our Electronic Banking Terms and Conditions detail the procedure we follow if a Mistaken Payment is made from or to your Loan Account. There is a separate procedure that applies to mistaken BPAY® payments.

### 7.6 **Allowing others to access your Loan Account**

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You may nominate an Authorised User to access and/or transact on your Loan Account if you tell us in writing by completing a third party authority form via online banking. You will be liable for any transactions made by an Authorised User on your Loan Account. You must ensure that, where relevant, all Authorised Users that you nominate comply with your Loan Agreement.

### 7.7 **Instructing us to send a copy of your Loan Account information to a third party**

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We may accept instructions from you to send a copy of your Loan Facility and Loan Account information (which may include personal information) on an ongoing basis to a third party outside of Macquarie where we offer data feed services. Separate terms apply to any such service(s) we may offer.

If you hold a joint Loan Account, all borrowers are required to provide us with instructions.

Unless otherwise required by law, we accept no responsibility for acts or failures of the third party or for any loss or damage suffered by you as a result of us sharing your Loan Account information in accordance with your instructions with the third party.

You can contact us at any time to change or terminate data feeds which have been established.

We may suspend or terminate any data feed service that we offer for any reasonable cause without notice to you.

## 8 Using offset accounts

### 8.1 Provision of offset account

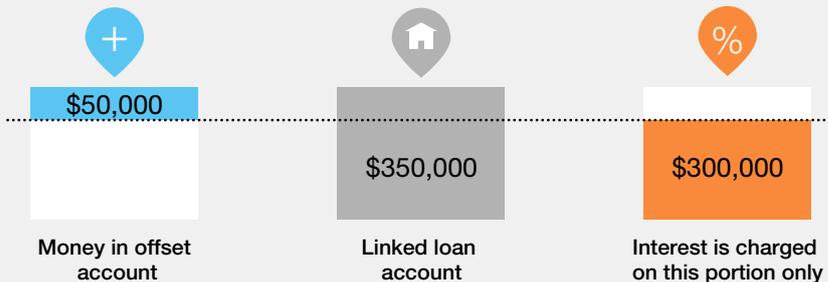
We may provide you with an Offset Account. Offset Accounts may not be available for all Loan Accounts. The separate terms and conditions that apply to the use of Offset Accounts are available on our website.

#### Read this section to...

Understand how offset accounts work (e.g. how an offset account reduces interest charged on the linked loan account)

#### EXAMPLE 2 Using an offset account to reduce interest charges

If you have \$50,000 in your account and the balance of the linked loan account is \$350,000, then interest will be charged on \$300,000.



### 8.2 Linking an offset account

Any Offset Account must be in the name of one or a combination of Borrowers and must be linked to one Loan Account.

### 8.3 Interest on the offset account

Interest payable on each linked Loan Account on a variable interest rate will be calculated on the daily balance of that Loan Account minus the daily balance in the linked Offset Account. Offset benefits are not available while the linked Loan Account is on a fixed rate of interest.

We may allow the balance of an Offset Account to exceed the balance of the linked Loan Account, however we will not pay interest on the balance of the Offset Account.

### 8.4 Tax advice

We make no representation about the tax effectiveness of any Offset Account. You must obtain your own tax advice.

### 8.5 **Our right to cancel, suspend or change**

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We may cancel, suspend or change an Offset Account at any time without notice. We have full discretion over whether to approve or refuse any withdrawal from an Offset Account. We can apply any credit in an Offset Account in reduction of any money you owe us.

### 8.6 **Liability**

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We are not liable for any loss suffered as a result of cancelling, suspending or changing an Offset Account or refusing any withdrawal from an Offset Account.

## 9 **Using redraw facilities**

**Read this section to...**

Understand how redraw facilities work.

### 9.1 **Provision of redraw facilities**

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We may, in our discretion, provide you with a redraw facility when you have a variable interest rate. Redraw may not be available on a construction loan during the construction period.

### 9.2 **When you can draw funds**

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We have full discretion over whether to approve any redraw request. If you have made payments above your minimum repayment amount, you may be permitted to draw all or any part of those extra payments, provided that you have not defaulted under your Loan Agreement or are not under a financial assistance arrangement.

### 9.3 **Redraw amount**

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The amount you draw must be greater than any minimum amount specified by us from time to time and must be less than or equal to the total amount you have repaid early and not redrawn. We may reduce the amount available to redraw by the estimated amount of your next scheduled payment.

### 9.4 **Do not draw more than available funds**

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If you redraw more than the available redraw amount, you must immediately repay the difference.

### 9.5 **If no instructions are provided**

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If you have more than one account with a redraw facility, and you do not specify which account you wish to debit when drawing money, we may decide which account to debit.

### 9.6 **Our right to cancel, suspend or change**

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We may cancel, suspend or change the redraw facility at any time without notice. We have full discretion over whether to approve or refuse any withdrawal from the redraw facility. We can apply any credit in a redraw facility in reduction of any money you owe us.

## 10 Construction or land loans

**This section only applies to construction loans or land loans.**

**Read this section to...**

Understand your responsibilities if you have a construction loan, including the information you need to provide to us at different stages of the building works.

### 10.1 When we will advance payments

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We have full discretion over whether to approve any advance or progress payment under your construction loan at any time. All advances will be made subject to our approval, including the status of the building works. Each advance made under the construction loan will be debited to your Loan Account.

If total construction costs are less than the agreed amount in your Loan Offer, we may reduce the amount we lend you accordingly.

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

### 10.2 First payment requirements

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Before we advance the first progress payment, we may require you to give us certain documents and information, for example, a complete copy of the final or signed building contract with your builder, the builder's tax invoice, builder's insurances, council approved plans and specifications.

### 10.3 Progress payment requirements

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Before each progress payment, we may require you to give us information and documentation, for example the builder's tax invoice and progress payment form.

We may also arrange for a valuer of our choice to perform a progress inspection on the building works before any progress payment is made.

### 10.4 Your responsibilities

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You must also:

- a) ensure that you commence and complete construction within the timeframe, if any, specified in the Loan Offer and that building works are completed expeditiously in accordance with the best skills and practices to our satisfaction of plans and specifications approved by us and in line with the requirements of any responsible authority (e.g. a local council);
- b) ensure that the agreed drawdown Loan Offer is observed and there is always a sufficient undrawn amount under your Loan Facility to complete construction;
- c) promptly comply with any condition imposed by us in relation to any progress payment or the building works;
- d) not vary or terminate the building contract without our prior written consent (which will not be unreasonably withheld); and
- e) promptly after construction completion provide us with:
  - i) a certificate of currency of household insurance noting the Lender's interest as mortgagee on terms satisfactory to us;
  - ii) a certificate from the local council or other authorised certifier stating that the works have been completed in accordance with all relevant requirements; and
  - iii) any other information or documentation we require.

### 10.5 **We accept no responsibility for building works**

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You are still liable under your Loan Agreement if we make any advances without requiring any of the above documents and despite anything in relation to the construction. We accept no responsibility for anything relating to the building works.

### 10.6 **Who we pay**

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Generally, all progress payments will be made directly to the builder or service provider.

### 10.7 **If construction costs vary**

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If total construction costs are less than the agreed amount in the Loan Offer, we may reduce the amount we lend you accordingly.

If construction costs are more than the approved amount, you must fund the excess from your own funds.

### 10.8 **Construction period**

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See your Loan Offer for the details of your construction period if applicable.

### 10.9 **Land loans**

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If a purpose of a loan is to buy residential land or to refinance another loan which was used to buy residential land, then:

- a) you must begin building or erecting a dwelling on the land within 12 months from the Settlement Date;
- b) you must complete that dwelling within 6 months of the commencement of the building works; and
- c) we don't have to make credit available to you for the purpose of building or erecting a dwelling unless this purpose is stated in your Loan Offer.

### 10.10 **Liability**

---

We are not liable for any loss suffered as a result of refusing to make an advance or progress payment under your construction loan or land loan.

## 11 **Package loans**

**Read this section to...**

Understand how a package feature works.

**This section only applies to loans that are eligible to receive Package benefits.**

### 11.1 **Eligibility**

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You may be eligible to receive Package benefits such as discounts and waived fees from other packaged products such as a credit card if your Loan Offer includes a Package feature and you meet our credit approval criteria.

### 11.2 **Benefits**

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We may vary Package benefits or fees from time to time.

### 11.3 **Package fees**

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Your Loan Offer will state the fees (if any) applicable to your Package.

#### 11.4 Package cancellation by us

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We may, in our absolute discretion, cancel or suspend your Package immediately if:

- a) your Loan Facility is no longer part of a Package;
- b) you repay your Loan Facility in full;
- c) you default under your Loan Agreement, or under the Macquarie Bank Credit Cards Conditions of Use, or any other agreements relating to a new Package product; or
- d) you breach the terms and conditions that apply to your Offset Account.

#### 11.5 Package cancellation by you

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You may terminate your Package by contacting us. Any Package fees paid will not be refunded. Fees due will be debited to your Loan Account.

## 12 Flyer feature

**This section only applies to loans with a flyer feature.**

#### Read this section to...

Understand how the flyer feature on your home loan works (e.g. how Qantas Points are earned and credited).

#### 12.1 Eligibility to earn Qantas Points

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We will credit Qantas Points to your Qantas Frequent Flyer program membership if:

- a) your Loan Offer includes a flyer feature;
- b) you are a natural person (for a company, company trustee or an individual trustee borrower, you may nominate an individual director or individual trustee to earn Qantas Points);
- c) you are an Australian permanent resident; and
- d) you have supplied us with your valid Qantas Frequent Flyer program membership number at application.

#### 12.2 Joint borrower

---

If you are a joint Borrower, you must nominate one member to receive Qantas Points.

#### 12.3 When we will credit Qantas Points

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Qantas Points are usually credited to your Qantas Frequent Flyer program membership in respect of each calendar month within approximately three weeks after the end of each month, subject to Qantas processing times.

If we cannot credit the points, we will only hold them for 12 months before forfeiting them.

#### 12.4 Our right to suspend, cancel or make changes

---

We may vary the earn rate of Qantas Points on your Loan Facility at any time. We may also cancel or suspend points accrual at any time.

#### 12.5 Default

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You may not earn Qantas Points if you are in arrears or default under your Loan Agreement.

#### 12.6 Disputes

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You must raise any dispute about missing Qantas Points within three months of the date of the relevant transaction.

## 13 Default

### Read this section to...

Understand what events lead to a default and the actions we may take if default occurs.

### 13.1 Breach of terms

---

If you breach any term of your Loan Agreement, we will not be obliged to provide you further advances or requests and we may rectify the breach by performing your obligations under your Loan Agreement.

### 13.2 When you will be in default

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You will be in default if we make a determination that an event of default under clause 13.3. A determination by us will be final and binding on you and any guarantor. You must promptly inform us in writing if any event of default occurs under clause 13.3.

### 13.3 Events leading to a default

---

You will be in default if one or more of the following events occur:

- a) you fail to pay any money due to us under your Loan Agreement or any other agreement by the due date;
- b) if you are an individual:
  - i) you become bankrupt; or
  - ii) you make any arrangement with your creditors;
- c) if you are a company:
  - i) proceedings are commenced to wind up the company;
  - ii) a receiver, manager, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to any part of the company's assets; or
  - iii) the company is, or is deemed or presumed by law or a court to be, insolvent;
- d) you or a guarantor no longer have legal capacity;
- e) enforcement proceedings are taken against you or a guarantor, or your or their assets, by another creditor;
- f) you or a guarantor give us information, or make a representation or warranty to us, that is materially incorrect or misleading (including by omission), and is such that we would not have provided the loan, or would only have provided the loan on different terms, if we had known the correct information;
- g) you use the loan for a purpose not approved by us, for an illegal or improper purpose, or to finance an illegal or improper activity;
- h) your assets or a guarantor's assets are dealt with, or attempted to be dealt with, in breach of the terms of your Loan Agreement without our prior written consent (which will not be unreasonably withheld), including:
  - i) any of the Mortgaged Property becomes subject to a mortgage or charge without a priority agreement being in place between us and the other security holder;
  - 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);
- i) you or a guarantor do not maintain insurance required by any Loan Agreement with us;

- j) the Mortgaged Property is:
  - i) substantially damaged or destroyed, and we consider in our reasonable opinion that the Mortgaged Property cannot be expected to be reinstated within a reasonable time and without material loss of any material income from the Mortgaged Property;  
or
  - ii) taken out of your control;
- k) you, or any person on behalf of you, breach any material undertaking given to us or any condition imposed by us;
- l) all repairs necessary to keep the Mortgaged Property in good repair are not made in a timely fashion;
- m) any amount required to be paid in connection with the Mortgaged Property (including council rates, water rates, land tax or shared title contributions) is not paid within 90 days of due date.

#### 13.4 What we may do if you are in default

---

If you are in default, we may refuse further advances or requests, and do any one or more of the following:

- a) demand and require immediate payment of any money due under your Loan Agreement;
- b) call up the Loan Facility and require payment of the entire balance owing under your Loan Agreement;
- c) exercise any right, power, or privilege conferred by any law, your Loan Agreement, or any Security, including take possession of and sell the Mortgaged Property;
- d) use any money of yours in any account with us to reduce the total amount owing;
- e) in the case of a construction loan under clause 10, complete the building works in any way we consider appropriate. We are not obliged to complete the building works. We may change the plans and specifications. We may employ any consultants or other builders we consider appropriate; and
- f) give you notice requiring you to fix the default.

We will tell you if we report any payment default of yours under your Loan Agreement to a credit reporting body. You can also independently obtain a copy of your report directly from a credit reporting body.

#### 13.5 Material Impact

---

Before we take any action available to us under clause 13.3, we will make an assessment that the default event is material, either by its nature or where we reasonably consider that the event has had, or is likely to have, a material impact on:

- a) your or a Guarantor's ability to meet the financial obligations to us;
- b) our credit or security risk (or our ability to assess these); or
- c) our legal or reputational risk, where the default event arises from a breach of clauses 13.3(f) or (g).

#### 13.6 Notice before taking action

---

We may take action even if we do not do so quickly. Action can be taken by us or our employees or agents. We will not require you to repay the Loan Agreement, take enforcement action against you or enforce any Security held to secure repayment of this Loan Agreement unless we have:

- given you at least 30 days written notice of the event of default; and
- if the event of default is rectifiable, you have not rectified that event of default; and
- no event of default of the same type has arisen during that period.

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

- a) we reasonably believe that we were induced by fraud by you or a guarantor to enter into your Loan Agreement;
- b) we have made reasonable attempts to locate you or a guarantor but without success;
- c) a court authorises us to begin enforcement proceedings; or
- d) we reasonably believe that you or a guarantor have removed or disposed of the Mortgaged Property, or that urgent action is necessary to protect the Mortgaged Property.

### 13.7 We can exercise our rights

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

### 13.8 You may need to pay enforcement expenses

---

You indemnify us from any enforcement expenses incurred by us if you default. We may debit your Loan Account with our costs in connection with any exercise or non-exercise of rights arising from any default when we incur them, including:

- a) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher; and
- b) our internal costs.

We may then either require you to pay these costs immediately, capitalise them to your Loan Account, collect them with your regular repayments, or require them to be repaid by one or more repayments.

If your Loan Facility is regulated by the National Credit Code or similar laws, these costs will not exceed our reasonable enforcement costs including internal costs.

### 13.9 Other expenses

---

Enforcement expenses may include our reasonable expenses incurred in preserving or maintaining property forming the Security (including insurance, rates and taxes), collection expenses, and payment dishonour expenses. These expenses may be debited to your Loan Account at any time after they are incurred and deemed payable when they are debited.

### 13.10 Responsibility for loss or damage

---

You indemnify us from and against any expense, loss, loss of profit, damage, or liability which we incur as a consequence of a default occurring. We are not liable to you for any loss caused by the exercise, attempted exercise, failure to exercise, or delay in exercising any of our rights or remedies (excluding any losses which are caused by the fraud, negligence or willful misconduct of us, our employees or a Receiver appointed by us).

## 14 How we deliver notices

### 14.1 Statements of account

---

We will give you statements of account at least every six months. You may request statements of account more frequently by contacting us.

We may not send a statement of account if:

- a) we are not required by law; or
- b) you have been in default under this Loan Agreement during the statement period and we have commenced enforcement proceedings.

Your statement will contain important information and you should ensure that:

- c) you keep records of all of your transactions and check them carefully against your statements; and
- d) you contact us promptly if you believe entries or transactions are incorrect or not authorised.

We may charge you a fee for hard copy statements that are not repeat statements. If you tell us, and we are reasonably satisfied, that you do not have access to electronic statements, then we will waive or refund that fee.

### 14.2 How we deliver notices

---

We may send you notices electronically, by personal delivery, post or any other way authorised by law to the address last known to us.

Any notices we send may be signed by our solicitors, agents or other persons we have authorised on our behalf.

### 14.3 When to contact us

---

You must promptly tell us if any of your contact details have changed or if you become aware of any information that could impact your ability to comply with your Loan Agreement.

#### Read this section to...

Learn how we will send you information about your loan facility (e.g. account statements) and when you need to contact us.

## 15 Dealing with your loan agreement

### 15.1 Our right to deal with your loan agreement

---

You consent to and agree that we may at any time assign, novate or otherwise deal with all or any part of our rights and obligations under your Loan Agreement and/or Security in any way we please. To help us do this, you must sign any document or do anything we require within reason. No dealing with our rights or obligations under your Loan Agreement will change your obligations.

### 15.2 Your right to deal with your loan agreement

---

You may not assign, novate, transfer or otherwise deal with your rights or obligations under your Loan Agreement and/or Security.

#### Read this section to...

Understand how your loan agreement can be dealt with and how it may affect you.

### 15.3 Disclosing information

---

We may disclose information (including any personal information) or report about you, your Loan Agreement and/or Security to anybody who has or may have a material interest in this Loan Agreement or your liability under this Loan Agreement (including, without limitation, any Guarantor, our advisors, our related bodies corporate, credit enhancer, funder or ratings agency) in connection with the funding of your loan, or involved in an actual or proposed assignment, novation, transfer or other dealing by us of our rights under your Loan Agreement and/or Security.

In relation to Guarantors and in line with BCOP, you agree to allow us to disclose the following documents to each Guarantor named in your Loan Offer:

- a copy of any notice, including correspondence, to us or to you;
- any credit report received in relation to you;
- any financial statements you have given us;
- any notice of demand, or information regarding a dishonour, on any loan with us;
- information on any excess or overdrawing;
- a copy of your loan account statement; and
- any other information about you and your accounts with us.

Where a borrower's individual transaction or offset account(s) is linked to a Loan Facility with multiple borrowers, details of the account(s) (including balances) may be disclosed to all borrowers on that Loan Facility.

## 16 Laws and codes that apply

### 16.1 Governing law

---

If, when your Loan Agreement is entered into, each of you reside in the same Australian state or territory, your Loan Agreement is governed by the laws of that state or territory. Otherwise, your Loan Agreement is governed by the laws of the Australian state or territory in which we first provide the Loan Agreement.

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

### 16.2 Consumer legislation and industry codes

---

To the extent that your Loan Agreement is regulated under consumer legislation (e.g. the National Credit Code or an industry code to which we have subscribed (e.g. the BCOP)) or any other law, any terms and conditions in your Loan Agreement which do not comply with that law have no effect, and to the extent necessary, your Loan Agreement is to be read so it does not impose obligations prohibited by that law.

### 16.3 Severance

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If any of the terms of your Loan Agreement are illegal or not enforceable or become illegal at any time, the affected provisions will cease to have effect, but the balance of your Loan Agreement will remain in full force and effect.

#### Read this section to...

Understand which laws and codes apply to your loan agreement and what to expect if these change.

## 17 General information

### Read this section to...

Understand other rights and obligations that apply between you and us under this loan agreement.

### 17.1 Security

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Your Loan Agreement is secured by the Security listed in your Loan Offer.

### 17.2 Lenders mortgage insurance or a low deposit fee

---

If your Loan Agreement requires you to pay for lenders mortgage insurance or pay a low deposit fee, this insurance or fee protects us and not you.

The amount paid by you under your Loan Agreement is usually not refundable or transferrable if you repay your Loan Facility early.

If you default under your Loan Agreement, resulting in the sale of the Mortgaged Property, and the sale proceeds are less than the total amount owing, we may incur loss. We may recover this loss under our lenders mortgage insurance policy or from our low deposit fee.

You are legally responsible for repaying the amount outstanding under your Loan Agreement because you are not protected by the lenders mortgage insurance policy or any other type of risk cover.

### 17.3 Trusts

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Where you or any Guarantor is at any time the trustee of any trust, whether disclosed to us or not, you represent and warrant that:

- a) the trustee of the trust is liable under your Loan Agreement and any Security to which it is a party in its personal capacity and as trustee of the trust;
- b) the trustee has free and full power to enter into your Loan Agreement and any Security to which it is a party in its capacity as trustee of the trust; and
- c) it is to the commercial benefit of the trust that the trustee enters into your Loan Agreement and any Security to which it is a party in its capacity as trustee of the trust.

You must obtain our consent to:

- a) a change of trustee;
- b) a termination of the trust; or
- c) a change to the terms of the trust.

Default occurs if there is a change of trustee, a termination of the trust, or any change to the terms of the trust without our consent. We can recover against the trust assets as well as against you.

### 17.4 Certificates

---

A certificate is a legal document stating the amount payable to us. A certificate signed by us or on our behalf is conclusive and binding on you. In making any decision we will act reasonably.

### 17.5 Disclosing information to others

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We may disclose any information about you, your Loan Facility or your Offset Accounts to other Borrowers and to anyone who guarantees repayment of your Loan Account, or as otherwise provided in your Loan Agreement.

### 17.6 Providing information to us

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You must provide to us any information we require relating to your business, assets, tax affairs or financial affairs within a reasonable time following our request.

We may require this information to be certified or audited.

### 17.7 Valuations and reports

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We may obtain, at your cost, independent valuations or other reports concerning any Security whenever we think it is reasonably appropriate. Any valuation or other report is for our use only, and we are not obliged to provide you with a copy or inform you of anything adverse contained in these reports. If you request a copy of any such report, we accept no responsibility if you rely on the report. You should obtain your own valuation in respect of any Security.

### 17.8 Identification requirements

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You must promptly produce documents or other evidence we require to enable us to verify your identity or other information about you.

### 17.9 Financial Difficulty

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We will make information publicly available about our processes for working with customers in financial difficulty.

## 18 Interpretation

### 18.1 Inconsistencies between documents

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If there is any conflict between your Loan Offer and these terms and conditions, the terms of the Loan Offer prevail. If there is any conflict between any provisions of any Security or guarantee and your Loan Agreement, the terms of your Loan Agreement prevail.

### 18.2 Definitions

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In your Loan Agreement the following words and phrases have defined meanings. The meanings of some other words and phrases are specified in your Loan Offer.

Defined words	Meaning
<b>Access Method</b>	Means a method authorised by us to access and transact on your Loan Account via Electronic Banking and includes any one or more of a Macquarie ID, Secret Code and any other code that we provide to you and your Authorised User or permit you or an Authorised User to set up from time to time. This may include a fingerprint or other biometric authentication we allow you to use to access Electronic Banking from time to time.
<b>ADI</b>	Means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the Banking Act 1959 (Cth).
<b>Authorised User</b>	A person authorised by you to access and/or transact on your Loan Account, including via Electronic Banking.
<b>Banking Day</b>	A day other than a Saturday, a Sunday or a public holiday in the governing jurisdiction.
<b>BCOP</b>	This refers to the version of the Banking Code of Practice which we have subscribed to.

<b>Defined words</b>	<b>Meaning</b>
<b>Borrower/you/your</b>	The borrower(s) listed in the Loan Offer under the heading 'who is involved in this Loan Agreement'.
<b>Business Day</b>	A day other than a Saturday, a Sunday or a public holiday or a bank holiday in the place concerned.
<b>Credit Fees and Charges</b>	The credit fees and charges set out in the Loan Offer, and any other fees and charges payable in connection with this Loan Agreement or any Mortgage, but does not include: <ul style="list-style-type: none"> <li>a) interest charges;</li> <li>b) government transaction charges; or</li> <li>c) enforcement expenses.</li> </ul>
<b>Disclosure Date</b>	The date on which your loan disclosures are made.
<b>Electronic Banking</b>	Means either or both of Online Banking and Mobile Banking, as relevant.
<b>Lender/we/us/our</b>	The lender named in your Loan Offer, and any servicer if applicable.
<b>Loan Account</b>	Each account forming part of your Loan Facility.
<b>Loan Agreement</b>	Includes your Loan Offer, these terms and conditions, and any variation of your Loan Agreement.
<b>Loan Facility</b>	The arrangements provided pursuant to this Loan Agreement.
<b>Loan Offer</b>	The other document forming your Loan Agreement.
<b>Mistaken Payment</b>	A pay anyone payment that is made by you or your Authorised User(s), via Electronic Banking to an unintended recipient.
<b>Mobile Banking</b>	Our secure mobile banking service that allows you and any Authorised User to access certain banking services through a smartphone application on compatible mobile phones or personal electronic devices.
<b>Mortgage</b>	Each mortgage which at any time secures performance of the Loan Agreement.
<b>Mortgaged Property</b>	Any real estate subject to the Mortgage.
<b>Offset Account</b>	A transaction account linked to a Loan Account used to offset interest on the linked Loan Account.
<b>Online Banking</b>	Our secure online banking services that enable you and any Authorised User(s) to access and/or transact on your Loan Account over the internet.
<b>Package</b>	A combination of products, where benefits apply to the products inside the package.

<b>Defined words</b>	<b>Meaning</b>
<b>Qantas Frequent Flyer Program</b>	The benefit program run by Qantas Airways Limited.
<b>Reference Rate</b>	The standard variable reference rate as indicated in your Loan Offer for each Loan Account. These rates change from time to time.
<b>Secret Code</b>	Means individually and collectively any Access Method which we require you or an Authorised User to keep secret, including any password, PIN or SMS code.
<b>Security</b>	All the security specified in the Loan Offer and any other security given at any time to secure your performance of your Loan Agreement.
<b>Settlement Date</b>	The date when we first lend money to you under your Loan Agreement.
<b>Total Amount Owing</b>	The total amount outstanding from time to time in respect of each account in your Loan Facility including all accrued interest, fees and charges including those that accrue on repayment.

In your Loan Agreement, singular words include plural words and vice versa.  
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## B Information statement

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Part B only applies to loans that are regulated by the National Credit Code. Read Part B to understand rights and responsibilities for you and your credit provider.

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1	The Contract	29
2	Insurance	30
3	Mortgages	31
4	General	32



## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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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 your credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

## The contract

- 
- |  |  |
|--|--|
| <b>1. How can I get details of my proposed credit contract?</b>    | 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 — <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> whichever happens first.  |
| <hr/>  |  |
| <b>2. How can I get a copy of the final contract?</b>              | 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.<br><br>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 — <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> |
| <hr/>  |  |
| <b>3. Can I terminate the contract?</b>                            | Yes. You can terminate the contract by writing to the credit provider so long as — <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><br>However, you will still have to pay any fees or charges incurred before you terminated the contract.  |
| <hr/>  |  |
| <b>4. Can I pay my credit contract out early?</b>                  | Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.  |
| <hr/>  |  |
| <b>5. How can I find out the pay out figure?</b>                   | 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.<br><br>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.   |
| <hr/>  |  |
| <b>6. Will I pay less interest if I pay out my contract early?</b> | 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.   |
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7. **Can my contract be changed by my credit provider?** Yes, but only if your contract says so.
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8. **Will I be told in advance if my credit provider is going to make a change in the contract?** That depends on the type of change. For example —
- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
  - you get 20 days advance written notice for —
    - a change in the way in which interest is calculated; or
    - a change in credit fees and charges; or
    - any other changes by your credit provider;
- except where the change reduces what you have to pay or the change happens automatically under the contract.
- 
9. **Is there anything I can do if I think that my contract is unjust?** Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.
- If that is not successful, you may contact your credit provider's external dispute resolution scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), by website at <http://www.afca.org.au>, or in writing to GPO Box 3 Melbourne Vic 3001 (Australia).
- Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.
- You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.
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## Insurance

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10. **Do I have to take out insurance?** Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.
- 
11. **Will I get details of my insurance cover?** Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.
- Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.
- You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.
- 
12. **If the insurer does not accept my proposal, will I be told?** Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.
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13. **In that case, what happens to the premiums?** Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.
- 
14. **What happens if my credit contract ends before any insurance contract over Mortgaged Property?** You can end the insurance contract and get a proportionate rebate of any premium from the insurer.
- 

## Mortgages

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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 can not afford my repayments and there is a mortgage over property?** See the answers to questions 22 and 23.  
Otherwise you may —
- if the mortgaged property is goods — give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
  - sell the property, but only if your credit provider gives permission first;
- OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.
- If your credit provider won't give permission, you can contact the AFCA scheme for help.
- If you have a guarantor, talk to the guarantor who may be able to help you.
- You should understand that you may owe money to your credit provider even after the Mortgaged Property is sold.
- 
19. **Can my credit provider take or sell the mortgaged property?** Yes, if you have not carried out all of your obligations under your contract.
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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.
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## General

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22. **What do I do if I can not make a repayment?** Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways
- to extend the term of your contract and reduce payments; or
  - to extend the term of your contract and delay payments for a set time; or
  - to delay payments for a set time.
- 
23. **What if my credit provider and I can not agree on a suitable arrangement?** If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.  
If the credit provider still refuses your request you can complain to the AFCA scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.
- 
24. **Can my credit provider take action against me?** Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.
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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 YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION 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 AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU), BY WEBSITE AT [HTTP://WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU), OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001(AUSTRALIA).

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

---

# Mortgage terms and conditions

---

Securing a loan with a *mortgaged property* comes with an additional set of legal obligations. Read this section to understand what mortgaging a property means for *you*.

---

<b>Things to note</b>	<b>34</b>
<b>Terms and conditions</b>	<b>35</b>
1 Required payments	36
2 Your responsibilities	37
3 Dealing with the mortgaged property	38
4 Shared ownership arrangements	40
5 Agricultural land	40
6 Leased land	41
7 Building works	41
8 Default	42
9 How we deliver notices	44
10 Laws that apply	44
11 General information	45
12 Interpretation	46



# Things to note

For further details, please read the Mortgage terms and conditions in full.

## **The mortgage**

---

Under your *mortgage*, the *debt* is secured against the title to the *mortgaged property*. Once the *debt* is repaid in full to our satisfaction, the *mortgage* can be discharged. The *mortgaged property* includes the land and anything built on the land, including the fixtures and fittings.

**For the full definition of ‘*mortgaged property*’, see clause 12.2.**

## **Your obligations**

---

Your obligations include:

- keeping the *mortgaged property* insured;
- keeping the *mortgaged property* in good repair;
- paying all rates, taxes and other expenses in relation to the *mortgaged property*;
- not altering the *mortgaged property* or changing the use of the *mortgaged property* unless we have agreed in writing; and
- not dealing with the *mortgaged property* (e.g. mortgaging, selling or leasing the *mortgaged property*) unless we have agreed in writing.

## **If you default**

---

The most common default is failure to pay money on time.

If there is default:

- we may require *you* or *your* tenants to move out of the *mortgaged property*;
- we can deal with the property however we like (e.g. selling and leasing the *mortgaged property*);
- we can also sue *you* in the courts, which could cause *you* to become bankrupt.

**For more information about defaults, see clause 8.**

If *you* default or think *you* might default, please contact *us* as soon as possible so we can try to find a solution that’s acceptable to both *you* and *us*.

## **Defined words**

---

Words in *italics* may have defined meanings.

**For the list of definitions, see clause 12.2.**

# Terms and conditions

## When do the terms and conditions apply?

These terms and conditions apply to *mortgages* that refer to the document registration numbers below:

<b>State</b>	<b>Registration number</b>
<b>New South Wales</b>	AJ733740R
<b>Queensland</b>	716690011
<b>Victoria</b>	AA2751
<b>Tasmania</b>	M528
<b>Australian Capital Territory</b>	1989053
<b>Western Australia</b>	N089964
<b>South Australia</b>	12378939
<b>Northern Territory</b>	372201

# 1 Required payments

Read this section to...

Understand your obligations for paying the debt.

## 1.1 The mortgage

---

*You mortgage to us the whole of the mortgaged property to secure payment of the debt.*

## 1.2 Payment of the debt

---

- a) *You must pay the debt to us as described in the agreement between you and us or, if there is no agreement, when we ask you to.*
- b) *Interest is payable on the debt:*
- c) *as set out in the agreement between you and us; or*
  - i) *if there is no agreement, interest is payable on the debt at the rate set by us acting reasonably and calculated on the daily balances of the debt, debited monthly on the first day of the month. The interest rate applied each day is equal to the annual interest rate divided by 365.*

## 1.3 You must pay the debt even if something happens to you

---

- a) *Regardless of what happens to you, the debt, or anything else (e.g. if you die or are made bankrupt, or if you are a company and it is wound up), you continue to have obligations and to be liable under the mortgage.*
- b) *We do not need to give a discharge of the mortgage until we are satisfied that you have paid the debt. If the mortgage is discharged and any of the debt is outstanding or becomes outstanding after discharge, the debt must still be paid.*

## 1.4 Debit and set-off

---

- a) *You must make all payments to us in full. We may debit any account you have with us with any money due to us by you or in accordance with any applicable code, law or agreement for mistaken internet payments received by you, but we are not obliged to do so. Even if you have another account with us that is in credit, or we owe you money, you cannot deduct or set off these amounts from your payments to us.*
- b) *We may combine two or more of your accounts into a single account.*

## 1.5 Costs and stamp duty

---

*On demand by us, you must pay all costs, expenses and liabilities relating to the mortgage or any of the facilities we provide you. These costs, expenses or liabilities may include:*

- a) *stamp duty, bank fees, government charges and taxes of any kind;*
- b) *our internal and external costs relating to your mortgage on a full indemnity basis, including valuers' fees, real estate agents' commissions and lawyers' fees, our costs relating to the mortgage, the mortgaged property or any collateral security;*
- c) *the costs we incur exercising our rights under the mortgage; and the costs we incur recovering the debt or dealing with the mortgaged property.*

## 1.6 GST

---

*If GST or any similar tax is applicable on any payments to us, you must also pay us an additional amount that is equal to that tax.*

## 2 Your responsibilities

### Read this section to...

Understand your responsibilities under a mortgage (e.g. you must ensure the mortgaged property is in good condition).

### 2.1 Keep the mortgaged property insured

---

So long as the *mortgaged property* is mortgaged to *us*, you must take out and maintain the following insurance:

- a) insurance for loss or damage by fire, storm, tempest and any other risk *we* may specify, for an amount which is no less than its full insurable value;
- b) public liability insurance; and
- c) any other insurances *we* may require.

*You* must:

- d) take out insurance policies with insurers approved by *us*;
- e) pay all premiums on time;
- f) have *us* noted as mortgagee on all policies relating to the *mortgaged property*; and
- g) provide evidence that the insurance is current if *we* ask for it.

*You* must not do anything which could prejudice, cancel, or increase the premium for these insurances. Regardless of any minimum insurance requirement specified by *us*, it is *your* responsibility to ensure the *mortgaged property* is adequately insured for its full insurable value.

### 2.2 Speak to us if loss or damage occurs

---

If a claim needs to be made against *your* insurance, please speak to *us*. *We* must agree to any settlement with *your* insurer and any money paid by the insurer must be paid directly to *us*.

*We* may apply that money:

- a) to repair or rebuild;
- b) in repayment of the *debt*; or
- c) as additional security for the *debt*.

### 2.3 Make necessary repairs

---

*You* must keep the *mortgaged property* in good condition, and make all appropriate repairs. *You* must promptly attend to any repairs that *we* require *you* to undertake.

### 2.4 Contact us if you wish to alter the mortgaged property

---

*You* must not demolish, extend, or alter the *mortgaged property* without *our* prior written consent. *You* must not do or allow anything to be done which adversely affects the value of the *mortgaged property*.

### 2.5 Pay all rates and taxes

---

*You* must pay on time all rates, taxes, charges, outgoings and assessments (including council rates, water rates and land tax) payable or assessed in respect of the *mortgaged property*.

### 2.6 You must notify us of certain things

---

*You* must promptly notify *us* in writing if:

- a) default occurs;
- b) there is any damage to the *mortgaged property* (including the contracts and other property included in the definition of *mortgaged property*); or
- c) if anything happens which materially and adversely affects the *mortgaged property* or its value.

### 2.7 Tell us if you acquire adjoining land

---

*You* must tell *us* immediately if *you* acquire any other land that will be used or held with the *mortgaged property*. *We* may require *you* to immediately mortgage the other land to *us*.

## 2.8 Protect the environment

---

You must make sure that the *mortgaged property* does not cause contamination or environmental damage. If this clause is breached, you must promptly take any action we reasonably require to rectify the breach.

If we have reasonable cause to believe this clause has been breached or is likely to be breached, we may require a report on environmental issues to be prepared at your cost.

## 2.9 Provide access to the mortgaged property

---

If we ask, you must give us access to the *mortgaged property* so that we can:

- a) inspect it;
- b) check that you are complying with the *mortgage*; and
- c) do anything which we are entitled to do under the *mortgage*.

Usually, we will give you reasonable notice if we need to access the *mortgaged property*. However, if there is an emergency you must give us access immediately.

# 3 Dealing with the mortgaged property

## 3.1 When prior written consent is required

---

You must have our prior written consent before dealing with the *mortgaged property* in any way. For example, you must not do any of the following without our written consent:

- a) sell, lease or licence the *mortgaged property*;
- b) accept or permit a surrender, assignment or variation of any lease or any licence relating to the *mortgaged property*;
- c) consent to or permit any sublease or assignment or variation of any sublease;
- d) further *mortgage*, charge or encumber the *mortgaged property*;
- e) subdivide, or consolidate the *mortgaged property*;

However, if the *mortgaged property* is a residential property you may lease the *mortgaged property* for a term of 12 months or less without our written consent.

## 3.2 Comply with all laws

---

You must comply with all laws, rules, regulations, building codes and standards or anything else relating to the *mortgaged property*.

## 3.3 Provide information

---

You must provide any information we request relating to the *mortgaged property*. You must also tell us if anything happens which materially adversely affects the *mortgaged property* (e.g. fire, damage, rezoning).

## 3.4 No noxious uses

---

You must not permit any noxious, loud, illegal or offensive activity to occur on the *mortgaged property*.

## 3.5 Not change the use

---

You must not change how the *mortgaged property* is used except with our prior written consent.

## 3.6 Ensure business is conducted properly

---

If there is a business conducted on the *mortgaged property*, you must ensure:

- a) it is conducted in a proper and efficient manner;

### Read this section to...

Understand:

- what your responsibilities are if there are dealings with the mortgaged property; and
- what our rights are in dealing with the mortgage.

- b) kept open at all usual times for that kind of business; and
- c) any licences held or required in connection with that business are obtained and kept current.

### 3.7 Development or building approvals

---

If any approvals relating to the *mortgaged property* are required (e.g. development approvals, building approvals, licenses), *you* must ensure that these approvals are kept up to date. *You* must take any action *we* require in relation to those approvals.

### 3.8 Rentals

---

*We* may tell *you* how any rental or other income from the *mortgaged property* must be paid or collected (e.g. *we* may require a specific property agent to manage the *mortgaged property* and for that agent to pay the rent directly to *us*). *You* must sign anything required by *us* for this purpose.

### 3.9 Subsequent mortgages

---

*You* must not grant a *mortgage* or charge to another person or encumber the *mortgaged property* in any way, unless that person has entered into a written priority agreement with *us* on terms satisfactory to *us*.

### 3.10 Market rent

---

*You* must ensure that any rent received or other dealing relating to the *mortgaged property* is at fair market rent.

### 3.11 Caveats

---

A caveat is a notification to the Land Titles Office that somebody has an interest in the *mortgaged property*. If any caveat is lodged on the *mortgaged property*, *you* must take any action required by *us* to remove it.

### 3.12 Encroachments

---

If any part of the *mortgaged property* encroaches on *your* neighbour's land, *you* must do whatever is necessary to correct this if *we* ask *you* to.

### 3.13 Not leave vacant

---

If there are any buildings on the *mortgaged property*, *you* must not leave them unoccupied for a continuous period of more than 30 days without *our* prior written consent.

### 3.14 Tell us of any compensation payments

---

*You* must tell *us* immediately if *you* have the right to claim or receive any compensation payments as owner of the *mortgaged property* (e.g. compensation for the land being compulsorily acquired). If *you* receive any compensation payment, it must be paid according to *our* directions, which may include the payment being paid to *us* to reduce the *debt*. *You* must follow *our* directions regarding all aspects of the claim. *We* may take over *your* rights relating to the claim.

### 3.15 We may deal with the mortgage

---

*We* may assign, novate, transfer or otherwise deal with the *mortgage* in any way *we* wish. *You* must sign anything and do anything that *we* reasonably require to enable any dealing with the *mortgage*. Of course, any dealing with the *mortgage* does not change *your* obligations under the *mortgage*.

### 3.16 We may disclose information

---

In exercising *our* powers to assign, novate, transfer or otherwise deal with the *mortgage*, *we* may disclose to anybody any information about *you*, the *mortgaged property* and the *mortgage*.

## 4 Shared ownership arrangements

### Read this section to...

Understand the additional conditions for shared ownership arrangements (e.g. a strata scheme or a community title scheme).

### 4.1 Shared ownership arrangements

---

The following applies if the *mortgaged property* is at any time:

- a) a lot within a strata scheme;
- b) a community title scheme; or
- c) any other shared ownership arrangement.

### 4.2 Your obligations

---

- a) *You* must pay on time all contributions and any other money due in relation to the shared arrangement (e.g. strata levies).
- b) *You* must comply with any obligations imposed on *you* in connection with the shared arrangement (e.g. the by-laws).
- c) *You* must have *our* interest in the *mortgaged property* recorded in any appropriate records of the shared arrangement (e.g. the strata roll).

### 4.3 Insurance

---

*You* must use reasonable endeavours to ensure that the shared arrangement takes out and maintains adequate insurance.

### 4.4 Our voting rights

---

We may exercise any voting rights in relation to the shared arrangements.

### 4.5 Obtaining information

---

*You* irrevocably authorise *us* to obtain from anybody any information relating to the shared arrangement.

### 4.6 Default under a shared ownership arrangement

---

We may decide that default has occurred if anything happens (or is proposed) in relation to the shared arrangement which:

- a) materially and adversely affects the value of the *mortgaged property*;
- b) materially and adversely affects *your* ability to use the *mortgaged property* or any of the common property; or
- c) if there is any alteration, subdivision, consolidation or other dealing affecting any common property which *we* have not consented to in writing.

## 5 Agricultural land

### Read this section to...

Learn about the additional conditions that apply if the mortgaged property is on agricultural or pastoral land.

### 5.1 Your obligations

---

If any part of the *mortgaged property* is on agricultural or pastoral land, *you* must:

- a) properly manage and maintain the *mortgaged property*;
- b) keep the *mortgaged property* free from noxious animals and plants;
- c) if requested by *us*, grant *us* a security in a form approved by *us* over any existing or future produce of the *mortgaged property* (including wool clips and agricultural crops) and any machinery, plant or water rights on or relating to the *mortgaged property*;
- d) not allow anyone else to take security over any stock on the *mortgaged property*, or anything produced by the property (such as crops or produce) without *our* consent;

- e) not deal with any quota or contract for producing or selling any crops or produce, or do anything which could mean that any quota or contract for produce or crops may be cancelled, without *our* consent; and
- f) not deal with any licence attached to the land (such as a water licence), or do anything that could mean any such licence is cancelled, without *our* consent.

## 6 Leased land

### 6.1 Lease terms

---

If all or any part of the *mortgaged property* is leased to *you* (i.e. it is leasehold land), *you* must comply with all the terms of the lease and must promptly inform *us* if *you* default under the lease.

*You* must not agree to any variation of any term of the lease or to any change in the rent without obtaining *our* prior written consent.

### 6.2 Renewing the lease

---

If the lease contains an option to renew, *you* must renew the lease and grant to *us* a *mortgage* in a form approved by *us* over any lease for a further term.

#### Read this section to...

Learn about the additional conditions that apply if the mortgaged property is leased to you.

## 7 Building works

### 7.1 Our written consent

---

*You* must have *our* prior written consent before commencing building works on the *mortgaged property*.

### 7.2 Completing the building works

---

- a) *You* must complete the building works:
  - i) Promptly, using the best skills and practices to *our* satisfaction;
  - ii) according to the plans and specifications that *we* have approved; and
  - iii) in compliance with the requirements of any responsible authority (e.g. a local council).
- b) *You* must comply with any obligations specified in any building contract and pay any money due in connection with the building works as it falls due.
- c) *You* must have *our* prior written consent to:
  - i) enter into a contract with any person in relation to the works; or
  - ii) alter the plans and specifications or building contract.
- d) *You* must require the builder to promptly and properly perform its obligations under any building contract.

### 7.3 After building works are completed

---

*You* are required to provide evidence that the building works have been properly completed (e.g. a certificate issued by a local government department or council).

At *your* cost, *we* may obtain any reports or other information required by *us* during and upon completion of the building works.

#### Read this section to...

Understand what you need to do if construction is being planned or in progress on the mortgaged property.

#### 7.4 If building works are not completed

---

- a) If *you* or *your* builder do not complete the building works for any reason *we* may:
  - i) decide to complete the works. *We* may do anything and sign anything in order to complete the building works. Any money that *we* spend completing the building works forms part of the *debt* secured by the *mortgage*; or
  - ii) decide not to complete the works. *We* may instead sell the *mortgaged property* in its existing state and condition.
- b) *We* may decide not to make additional advances until *we* are satisfied with the progress of the building works.
- c) *We* are not responsible for the building works in any way, even if *we* pay the builder directly.

## 8 Default

### 8.1 Events leading to a default

---

*We* may decide default has occurred if any one or more of the following occur.

- a) *You* do not comply with any terms and conditions of this *mortgage*.
- b) There is default under:
  - i) any term of any loan agreement or other agreement relating to the *debt*; or
  - ii) any other agreement with *us* to secure the *debt* (e.g. a *mortgage* over another property).
- c) There is default of any other *mortgage* or charge affecting the *mortgaged property*.
- d) *You* tell *us* anything, or make any representation to *us* or *our* agents, which proves to be untrue or misleading.
- e) All or any part of the *mortgaged property* is resumed or taken out of *your* control in any way (e.g. the land is being compulsorily acquired).
- f) If one or more of *you* dies.
- g) *You* become bankrupt or are jailed.
- h) *You* are unable to pay *your debts* as they fall due, or *you* make any arrangement with creditors.
- i) Any court order is enforced against *you* or against the *mortgaged property*.
- j) The value of the *mortgaged property* is materially and adversely affected (this may, for example, include the *mortgaged property* reducing in value due to market prices generally, or because of something *you* have done to the *mortgaged property*).
- k) The amount secured by any *mortgage* or charge over the *mortgaged property* is increased without *our* prior written consent.
- l) *You* breach any undertaking given at any time to *us* (e.g. *you* fail to do something *you* have agreed to do).
- m) If *you* are a company, the following default events also apply.
  - i) There is any change in ownership or control of the company or any company of which *you* are a subsidiary.
  - ii) Proceedings are commenced to wind up the company.
  - iii) A receiver, manager, receiver and manager, administrator, controller, provisional liquidator, and/or liquidator is appointed to any part of *your* assets.
  - iv) The company is or is deemed or presumed by law or a court to be insolvent.
  - v) Any action is commenced to strike the company's name off any register of companies (e.g. the register held by the Australian Securities and Investments Commission).
  - vi) The company reduces or proposes to reduce its authorised capital.

#### Read this section to...

Understand what events lead to a default and the actions *we* may take if default occurs.

Generally, default occurs if:

- *you* fail to do something *you* are required to do under the *mortgage*; or
- *you* do something *you* are not permitted to do under the *mortgage*.

- n) If you are trustee of a trust, default occurs if there is a change of trustee, a termination of the trust, or any change to the terms of the trust without our consent.

## 8.2 Actions we can take

---

If default occurs, we can take any of the actions below at any time. We can:

- a) demand and require immediate payment of the *debt*;
- b) exercise any right, power or privilege conferred by any law, the *mortgage* or any collateral security;
- c) do anything we consider appropriate to recover the *debt* and deal with the *mortgaged property* in any way we consider appropriate. For example, we may do any one or more of the following:
  - i) direct any tenants to pay rent to us;
  - ii) eject you or any other occupants from the *mortgaged property* and take possession of the *mortgaged property*;
  - iii) sell the *mortgaged property*, either all at once, or by separate lots;
  - iv) cancel, rescind, vary or complete any contract to sell the *mortgaged property*;
  - v) lease or licence the *mortgaged property* on any terms and for any length of time (there are some restrictions as to the nature of leases we may grant, but those restrictions do not apply to the *mortgage*);
  - vi) subdivide or consolidate the *mortgaged property*;
  - vii) repair, clean, repaint, demolish, rebuild, alter or construct new buildings or structures;
  - viii) prepare plans and specifications and obtain approvals from any competent authority (e.g. a local government or council authority);
  - ix) acquire additional land for development, sale or lease together with the *mortgaged property*.
- d) remove any goods from the *mortgaged property* (e.g. furniture and personal belongings) and sell or otherwise deal with those goods without receiving any money for them;
- e) pay any money owing in relation to the *mortgaged property* or other property on the *mortgaged property*. The amount paid by us will form part of the *debt*;
- f) perform any of your obligations under the *mortgage*;
- g) appoint one or more persons separately or together to be agents, receivers, managers, or receivers and managers of the whole or any part of the *mortgaged property*. Those persons may exercise any of our powers under the *mortgage* or given to us by law.

Unless we tell you otherwise, any receiver we have appointed is your agent. This means you are responsible for anything done, or not done, by the receiver. We may set the receivers remuneration, remove a receiver and appoint a new or additional receiver. You must pay the receiver's costs.

## 8.3 Additional information

---

- a) We do not need to act as soon as a default occurs and can take action at any time after the default occurs;
- b) We do not lose any rights or forgive any defaults unless we have done so in writing;
- c) We can exercise our rights with or without taking possession of the *mortgaged property*;
- d) If we hold more than one security for payment of the *debt*, we can enforce any one of the securities first or all of them at the same time; and
- e) The costs we incur exercising these rights will form part of the *debt* secured by the *mortgage*.

## 9 How we deliver notices

### Read this section to...

Learn how we will send you information about the mortgage.

### 9.1 Delivery of notices

---

We may give a notice to you:

- a) by personal delivery or ordinary post sent to:
  - i) your address shown on the *mortgage*;
  - ii) the *mortgaged property*;
  - iii) your registered office (if you are a company); or
  - iv) your last address known to us; or
- b) at the email address last known to us or via any other form of electronic communication, if permitted by law.

The notice may be signed by any employee, solicitor or agent on behalf of us.  
The notice will be deemed to be validly served even if not received by you.

## 10 Laws that apply

### Read this section to...

Understand which laws and legislation apply to the mortgage and what to expect if laws change.

### 10.1 The laws that apply to the mortgage

---

The *mortgage* is governed by, and is interpreted according to, the law that is presently active in the jurisdiction where the *mortgaged property* is located. The courts of that jurisdiction can deal with any matter relating to the *mortgage*.

### 10.2 Consumer legislation for regulated credit

---

To the extent the *mortgage* secures regulated credit (i.e. money due under a loan contract or under some other arrangement regulated by any consumer legislation), the *mortgage* only secures the amount authorised by that legislation in relation to that credit. For example, to the extent the *mortgage* secures money due under a credit contract regulated by the National Credit Code or similar legislation, the *mortgage* only secures the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the National Credit Code or similar legislation. This clause does not restrict how the *mortgage* secures unregulated credit.

### 10.3 Statutes

---

There may be some laws that limit mortgagees' rights. Unless we cannot negate those rights by law, our rights under the *mortgage* will not be limited by those laws.

In particular, we do not need to give any notice before exercising any right, power (including the power of sale), or remedy under the *mortgage* unless required by law.

If the law does require notice, we only need to give one day's notice or the shortest notice required by that law.

### 10.4 If terms and conditions are (or become) illegal

---

If any of the terms and conditions of the *mortgage* are (or become) illegal at any time, those terms and conditions will cease to apply, but all other terms and conditions of the *mortgage* will remain in full force and effect.

## 11 General information

### Read this section to...

Understand other rights and obligations that apply between you and us (e.g. disclosing information).

### 11.1 Ensuring the mortgage is valid and secured

---

- a) *You* must sign anything and do anything that *we* require to ensure *our mortgage* over the *mortgaged property* is valid or to allow the stamping and registration of the *mortgage*. *We* may complete any blanks in the *mortgage*.
- b) If the *mortgaged property* is held under laws relating to crown land and is converted into a title to which *you* have rights:
  - i) *your* right to the converted title is automatically mortgaged to *us*; and
  - ii) *you* must sign anything and do anything to ensure registration of *our* interest in the title.

### 11.2 Power of Attorney when default occurs

---

To ensure the *mortgage* is valid and to enable enforcement after default occurs, *you* irrevocably and for valuable consideration appoint *us* and any receiver, manager or receiver and manager appointed by *us* and each of *our* directors and managers from time to time, separately or together, to be *your* attorneys to sign anything or do anything required in relation to the *mortgaged property*.

The attorneys can also exercise any powers, authorities, duties or functions as a trustee if *you* are a trustee and may sign things and do things which benefit *us*.

### 11.3 Valuation and reports

---

*We* may obtain at *your* cost an independent valuation or other report of the *mortgaged property* at any time and as often as *we* decide.

These documents are for *our* use only and *we* are not obliged to inform *you* of their contents. If *you* become aware of the contents of any documents obtained by *us*, *we* accept no responsibility if *you* rely on them.

### 11.4 Our liability as a trustee

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If *we* enter the *mortgage* in *our* capacity as a trustee of a trust, *our* liability is limited to the assets of that trust.

### 11.5 Your liability as a trustee

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If *you* are at any time trustee of any trust, *you* are liable under the *mortgage* in *your* own right as well as in *your* capacity as trustee of the trust. This means that *we* can recover against the trust assets as well as recover directly from *you*.

### 11.6 Waiving our rights

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*We* only lose the power to exercise any of *our* rights under the *mortgage* by an express written statement that *we* waive that right.

### 11.7 Our certificate

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A certificate is a legal document stating the amount payable to *us*. A certificate signed by *us*, or on behalf of *us*, is conclusive and binding on *you*. In making any decision *we* will act reasonably.

## 12 Interpretation

### 12.1 How to read these terms and conditions

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In the *mortgage*:

- a) singular words include plural words and vice versa;
- b) references to a person includes companies and trusts and any other kind of body; if there are two or more of *you*, each of *you* is liable on *your* own, and all of *you* are liable jointly with any one or all of *you*; and
- c) headings in this agreement are for ease of reference only.

### 12.2 Definitions

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In the *mortgage* agreement the following words have defined meanings.

Defined words	Meaning
<b>Debt</b>	All money <i>you</i> owe to <i>us</i> now or in the future on any account whatsoever. The debt includes the principal sum, plus any interest, fees or charges on the principal sum.
<b>Mortgaged property</b>	<p>The land specified in the <i>mortgage</i>, including all buildings, fences, structures, carpets, floor coverings, light fittings, blinds, curtains and other objects attached to the land.</p> <p>It includes any contract or other rights relating to the mortgaged property, such as building contracts, leases, development approvals, building approvals, plans, specifications and consents relating to the use of the mortgaged property and all income (such as rent) to be derived from the mortgaged property at any time.</p> <p>It also includes any right to occupy, lease or licence relating to land or other property adjoining the land.</p>
<b>Mortgage</b>	The mortgage signed by you which incorporates these mortgage terms and conditions. If there is an inconsistency between this document and the mortgage, the terms and conditions of the mortgage prevail to the extent of the inconsistency.
<b>We / us / our</b>	The mortgagee named in the <i>mortgage</i> including anyone else who acquires an interest in our rights under the <i>mortgage</i> .
<b>You / your</b>	Each mortgagor named in the <i>mortgage</i> .

