

### About this document

This document does not contain all the information required to be given to you. Your *contract* consists of these *personal loan terms and conditions* and the *personal loan agreement*. These documents should all be read together. If there is any inconsistency between the *personal loan agreement* and the *personal loan terms and conditions*, the *personal loan agreement* prevails.

The meaning of words printed *like this* is explained in the 'definitions' section at the end of this document.

The provisions of the Customer Owned Banking Code of Practice may apply to this *contract*.

### 1 The amount of credit

- 1.1 We agree to lend you the *amount of credit*. The *amount of credit* will be paid in accordance with your *personal loan agreement*.
- 1.2 You must only use the *amount of credit* for the purpose described in your *personal loan agreement*.
- 1.3 Our offer to lend you the *amount of credit* lapses 90 days after the *disclosure date*.

### 2 Conditions to our lending

- 2.1 We will only lend the *amount of credit* when we are satisfied that the following conditions have been met:
  - (a) we are satisfied as to the title and value of any *security*, and we are satisfied that any charges have been paid and are up to date
  - (b) we have received every document relevant to a *security* and each document has been completed to our satisfaction
  - (c) we have received any report, consent, valuation, certificate, approval, information, or any other document that we reasonably require, in a form satisfactory to us
  - (d) you have insured any *security* for its full insurable value and we have received a copy of the relevant insurance policy with our interest noted
  - (e) we are satisfied with the results of all searches and enquiries we and our consultants have done in connection with you and any *security*
  - (f) you have given us all other documents and information we've reasonably requested
  - (g) all information we've been given (including each declaration given in this *contract* and any document evidencing a *security*) is correct, complete and not misleading
  - (h) we have received a certificate of independent advice from a solicitor for you and each *security provider* in a form satisfactory to us if we require it
  - (i) if the loan will be secured by a guarantee and indemnity, you have provided us with a guarantee and indemnity signed by each relevant *security provider*
  - (j) you are not in *default* under this *contract*.
- 2.2 If you don't own the *security* when the *amount of credit* is paid to you, you must acquire it and provide us with the *security* details within 14 days of the *amount of credit* being paid to you.

- 2.3 You warrant and represent that all information you have provided to us in connection with this *contract*, including information about you and your financial affairs and any *security* is true and correct.

### 3 Loan account

- 3.1 On or before the day we lend you the *amount of credit*, we will establish a *loan account* in your name.
- 3.2 The *loan account* will record all amounts you owe us in respect of your loan, and all other transactions in connection with your loan.
- 3.3 You authorise us to debit your *loan account* at any time with any amounts that become payable in respect of your loan.

### 4 Calculating and debiting interest

- 4.1 We calculate interest daily by multiplying the *balance owing on your loan account* by the *daily percentage rate* at the end of each day. The *daily percentage rate* is the *annual percentage rate* divided by 365.
- 4.2 Interest begins accruing on the day we provide you with the *amount of credit*.
- 4.3 Interest is debited to your *loan account* monthly in arrears on the last *business day* of the month, and on the day you repay the *total amount owing*. When interest is debited, the *balance owing on your loan account* will increase.
- 4.4 We may also debit interest whenever the loan is in *default*, the loan is repaid, there is a principal increase to your loan or variation to this *contract*, or any change to this *contract*.
- 4.5 Acting reasonably, we may change the method of calculation, and frequency with which we debit interest charges. We will notify you at least 20 days before the date of any such change (unless a change reduces your obligations, in which case we may notify you afterwards). We will only make one of these changes if we consider it necessary (for example, if our IT systems or internal processes change) such that we are not able to calculate or debit it in the same way. In implementing any such changes, we will use our best endeavours to ensure that the changes do not increase your repayments or your liability.

### 5 Changes to the annual percentage rate

- 5.1 The *annual percentage rate* under this *contract* may change because of a change in the variable annual percentage rate described in the *personal loan agreement*. If your loan has a fixed interest rate period, we will not vary the *annual percentage rate* during that period.

- 5.2 The *annual percentage rate* shown in the *personal loan agreement* is the rate applying at the *disclosure date* and may have changed before the day we make the *amount of credit* available to you.
- 5.3 We will notify you of any change in the *annual percentage rate* by writing to you, contacting you by electronic communication, or by placing an advertisement in a newspaper, unless the change is a decrease in the *annual percentage rate*. Any increase will increase your repayment amount.

## 6 Fees and charges

- 6.1 You must pay us all credit fees and charges in the circumstances described in the *personal loan agreement*.
- 6.2 You must pay the fees and charges in the *personal loan agreement* and any fees and charges we introduce after the *disclosure date*.
- 6.3 You must also pay us government fees and charges, including any additional stamp duty in connection with your loan.
- 6.4 You authorise us to debit any of these amounts to your *loan account*. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier). Once they have been debited, they will form part of the *balance owing on your loan account*.
- 6.5 If we reasonably determine that our costs in providing the *amount of credit* or related services increase, or we provide you with a new service, then we may change the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. If we make any such change or imposition, we will provide you with notice at least 20 days in advance by newspaper advertisement, or in writing, or by electronic communication.

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- 1.3 Our offer to lend you the *amount of credit* lapses 90 days after the *disclosure date*.

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- 2.1 We will only lend the *amount of credit* when we are satisfied that the following conditions have been met:
- (a) we are satisfied as to the title and value of any *security*, and we are satisfied that any charges have been paid and are up to date
  - (b) we have received every document relevant to a *security* and each document has been completed to our satisfaction
  - (c) we have received any report, consent, valuation, certificate, approval, information, or any other document that we reasonably require, in a form satisfactory to us
  - (d) you have insured any *security* for its full insurable value and we have received a copy of the relevant insurance policy with our interest noted
  - (e) we are satisfied with the results of all searches and enquiries we and our consultants have done in connection with you and any *security*
  - (f) you have given us all other documents and information we've reasonably requested

- (g) all information we've been given (including each declaration given in this *contract* and any document evidencing a *security*) is correct, complete and not misleading
- (h) we have received a certificate of independent advice from a solicitor for you and each *security provider* in a form satisfactory to us if we require it
- (i) if the loan will be secured by a guarantee and indemnity, you have provided us with a guarantee and indemnity signed by each relevant *security provider*
- (j) you are not in *default* under this *contract*.

2.2 If you don't own the *security* when the *amount of credit* is paid to you, you must acquire it and provide us with the *security* details within 14 days of the *amount of credit* being paid to you.

2.3 You warrant and represent that all information you have provided to us in connection with this *contract*, including information about you and your financial affairs and any *security* is true and correct.

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- 3.2 The *loan account* will record all amounts you owe us in respect of your loan, and all other transactions in connection with your loan.
- 3.3 You authorise us to debit your *loan account* at any time with any amounts that become payable in respect of your loan.

## 4 Calculating and debiting interest

- 4.1 We calculate interest daily by multiplying the *balance owing on your loan account* by the *daily percentage rate* at the end of each day. The *daily percentage rate* is the *annual percentage rate* divided by 365.
- 4.2 Interest begins accruing on the day we provide you with the *amount of credit*.
- 4.3 Interest is debited to your *loan account* monthly in arrears on the last *business day* of the month, and on the day you repay the *total amount owing*. When interest is debited, the *balance owing on your loan account* will increase.
- 4.4 We may also debit interest whenever the loan is in *default*, the loan is repaid, there is a principal increase to your loan or variation to this *contract*, or any change to this *contract*.
- 4.5 Acting reasonably, we may change the method of calculation, and frequency with which we debit interest charges. We will notify you at least 20 days before the date of any such change (unless a change reduces your obligations, in which case we may notify you afterwards). We will only make one of these changes if we consider it necessary (for example, if our IT systems or internal processes change) such that we are not able to calculate or debit it in the same way. In implementing any such changes, we will use our best endeavours to ensure that the changes do not increase your repayments or your liability.

## 5 Changes to the annual percentage rate

- 5.1 The *annual percentage rate* under this *contract* may change because of a change in the variable *annual percentage rate* described in the *personal loan agreement*. If your loan has a fixed interest rate period, we will not vary the *annual percentage rate* during that period.
- 5.2 The *annual percentage rate* shown in the *personal loan agreement* is the rate applying at the *disclosure*

date and may have changed before the day we make the *amount of credit* available to you.

- 5.3 We will notify you of any change in the *annual percentage rate* by writing to you, contacting you by electronic communication, or by placing an advertisement in a newspaper, unless the change is a decrease in the *annual percentage rate*. Any increase will increase your repayment amount.

## 6 Fees and charges

- 6.1 You must pay us all credit fees and charges in the circumstances described in the *personal loan agreement*.
- 6.2 You must pay the fees and charges in the *personal loan agreement* and any fees and charges we introduce after the *disclosure date*.
- 6.3 You must also pay us government fees and charges, including any additional stamp duty in connection with your loan.
- 6.4 You authorise us to debit any of these amounts to your *loan account*. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier). Once they have been debited, they will form part of the *balance owing on your loan account*.
- 6.5 If we reasonably determine that our costs in providing the *amount of credit* or related services increase, or we provide you with a new service, then we may change the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. If we make any such change or imposition, we will provide you with notice at least 20 days in advance by newspaper advertisement, or in writing, or by electronic communication.
- 6.6 If any change we make to fees and charges reduces your obligations or extends the time for payment, then we will only give you particulars of the change no later than the day on which the change takes effect.

## 7 Enforcement expenses

- 7.1 Enforcement expenses may become payable under this *contract* or any *security* in the event of *default* (see clause 15 (*Default*)).
- 7.2 You must pay us on demand any reasonable expenses we reasonably incur in enforcing this *contract* or a *security* after a *default* (including expenses incurred in preserving and maintaining property such as by paying insurance, fees and taxes for the property after a *default*). You authorise us to debit these expenses to your *loan account* at any time after they are incurred.

## 8 Repayments

- 8.1 You must make regular repayments under this *contract*. Repayments are due on the last *business day* of the month.
- 8.2 On or before the *final repayment date*, you must repay the *total amount owing* to us. The repayments we require and the frequency of those repayments as at the *disclosure date* will be set out in the *personal loan agreement* or alternatively in a notice we provide to you before the first repayment is due.
- 8.3 Repayments will be credited to your *loan account* only after they have been received by us. All repayments must be made in full when they are due, and you must not reduce a repayment because you believe we owe you anything.
- 8.4 We can apply any repayment you make or any credit

to your *loan account* in any order we determine.

- 8.5 If you have more than one account with us, and one account has money available for redraw and another is in arrears, you irrevocably request and authorise us to transfer an amount in credit from one account to pay any portion of the amount in arrears on the other account.

## 9 Changes to repayments

- 9.1 We may change the amount, number, frequency or time for payment of, or the method of calculation of, repayments.
- 9.2 Some of the circumstances in which we might change repayments are:
- (a) if the *annual percentage rate* under this contract changes
  - (b) amounts are debited or credited to your *loan account* that have not been taken into account in our calculation of your repayment
  - (c) there is a change to any of the factors taken into account in calculating your repayment obligations,

but we are not under any obligation to change repayments if any of these things happen or if anything else happens. We will notify you in writing or by electronic communication before the date of any change to repayments (unless a change to repayments decreases your obligations or extends the time for payment, in which case we may notify you afterwards).

## 10 How to make repayments

- 10.1 You must make the required repayments by direct debit from an account nominated by you, unless we agree to permit payment made by some other method.
- 10.2 You must:
- (a) provide us with a direct debit authorisation signed by you and in a form satisfactory to us in relation to that account
  - (b) not cancel any direct debit authorisation you give us or close the account referred to in any direct debit authorisation
  - (c) ensure there is enough money in the nominated account to meet each debit.

## 11 Prepayments

- 11.1 You may prepay the whole or any part of the *total amount owing* at any time.
- 11.2 If you prepay only part of the *total amount owing* you must still pay the usual repayments required by this *contract*.
- 11.3 If you repay us more than the *total amount owing* then we may place the excess funds into a suspense account, or interest bearing account, or pay it to you. We will not pay interest on any amount exceeding the *total amount owing*.

## 12 Redraw facility

- 12.1 If your *personal loan agreement* states that redraw is available, and you are not in *default* under this *contract*, then you may ask us to let you re-borrow money you have prepaid under clause 11. We may agree at our discretion and may impose conditions on any such agreement.
- 12.2 If you ask to re-borrow money, and your current repayment arrangements are not sufficient to repay the balance over the remaining term, we may recalculate your repayments.

- 12.3 We may review, suspend or cancel the redraw facility at any time without notice.
- 12.4 The amount of the redraw must not be less than the minimum amount specified by us, and must not be more than the total amount you have repaid early and for which cleared funds have been received. We may reduce the amount otherwise available to you to redraw by an amount approximately equal to the payments due in the current month.
- 12.5 You may only obtain a redraw if you have a deposit account with us. You can request a redraw by visiting a branch, by internet banking, by telephone or by any other method we approve. If the redraw is approved, we will, on satisfaction of any conditions imposed by us, make the additional funds available in the deposit account held with us specified by you.

### 13 Loan term

- 13.1 Your loan term is stated in your *personal loan agreement*, and starts on the day the *amount of credit* is paid.
- 13.2 We may agree to extend or shorten your loan term.

### 14 Declarations

- 14.1 You declare that:
- (a) you are not an undischarged bankrupt and have neither assigned your estate nor entered into any arrangement or composition for the benefit of creditors and are not otherwise *insolvent*
  - (b) you are not in default under any arrangement (including a contract) which could have a material adverse effect on your ability to perform your obligations under this *contract* or a *security* to which you are a party.
- 14.2 You must tell us if anything has happened which prevents you repeating all the declarations in clause 14.1 before you ask us at any time to lend you any of the *amount of credit* and before any *security* is provided to secure the *total amount owing*.

#### 14.3 Additional declarations if you are a company

If you are a company, you declare that:

- (a) you have been incorporated or formed in accordance with the laws of your place of incorporation or formation, you are validly existing under those laws and you have the power and authority to own your assets and carry on your business as it is now being conducted
- (b) you have the power to enter into this *contract*, to comply with your obligations under it and exercise your rights under it
- (c) the entry by you into, your compliance with your obligations and the exercise of your rights under, this *contract* do not and will not conflict with:
  - (i) your constituent documents or cause a limitation on your powers or the powers of your directors to be exceeded
  - (ii) any law binding on or applicable to you or your assets
- (d) you have in full force and effect each authorisation necessary for you to enter into this *contract*, and to comply with your obligations and exercise your rights under it, and to allow them to be enforced and to carry on any business you conduct
- (e) your obligations under this *contract* are valid and binding and are enforceable against you in accordance with its terms subject to any stamping and registration requirements,

applicable equitable principles and laws generally affecting creditors' rights

- (f) you benefit by entering into this *contract*
- (g) you are the only holder of, and have good title to (or valid leases or licences of) all assets you use in carrying on your business
- (h) you are the beneficial owner of those assets (or if leased or licensed, your right, title or interest in them)
- (i) there is no compulsory acquisition affecting your assets
- (j) there is no current, pending or (to your knowledge, having made due enquiry), threatened proceeding, investigation or claim affecting you or any of your assets before a court, authority, commission or arbitrator in which a decision against you is likely
- (k) neither you nor any person acting on your behalf in connection with this *contract*, or any transaction in connection with it, has engaged in conduct that is misleading or deceptive (or likely to mislead or deceive) in any material respect (including by omission)
- (l) you do not enter into this *contract* or hold any asset as trustee
- (m) you have obtained your own tax and legal advice on this *contract* and the transactions in connection with it.

### 15 Default

When are you in *default*?

- 15.1 You are in *default* if:
- (a) there is *default* of any term of this *contract* or any insurance policy we require
  - (b) you do not pay on time all amounts due under this *contract*
  - (c) you do something you agree not to do, or don't do something you agree to do under this *contract*
  - (d) you or another person gives us or has given us incorrect or misleading information in connection with this *contract* or a *security*
  - (e) we reasonably believe you or another person has acted fraudulently in connection with this *contract* or a *security*
  - (f) you or a *security provider* is in default under a *security* or withdraws from it or it becomes unenforceable
  - (g) you or a *security provider* becomes *insolvent* or steps are taken to make you or a *security provider* so (however, this does not apply to the extent this is void under *insolvency law*)
  - (h) this *contract* is, becomes or is claimed to be void, voidable or unenforceable or it is or becomes unlawful for you to comply with any of your obligations under it
  - (i) a power of sale arises under any *security interest* over any property which is secured by a *security*
  - (j) the insurer terminates any insurance policy we require
  - (k) you fail to renew on terms that satisfy us insurance over any property which is the subject of a *security*
  - (l) you are in default under any other credit contract you have entered with us

- (m) if you are a corporation:
    - (i) you are or become deregistered, or steps are taken to deregister you
    - (ii) you cease to be a subsidiary of the company which is your holding company at the *disclosure date* or any other company ceases to be the subsidiary of that holding company
    - (iii) the persons who at the *disclosure date* have control of you cease to have such control or one or more persons acquire control after that date
  - (n) if you are a partnership, the partnership is dissolved, an application is made for your dissolution or more than 20% of the partners retire in any 6 month period
  - (o) if you are a joint venture partner, the joint venture is terminated.
- 15.2 You must notify us immediately if you become aware that you are in *default* under this contract.

### What can happen then?

- 15.3 If you are in *default*, we may give you a notice stating that you are in *default*.
- 15.4 If you don't correct the *default* within any period given in the notice or any longer period required by law, then, at the end of that period and without further notice to you, the *total amount owing* becomes immediately due for payment (to the extent it is not already due for payment).
- 15.5 We may then sue you for that amount, or enforce any *security*, or do both.
- 15.6 In limited circumstances set down by law (such as if we are unable to locate you), we need not give the notice or wait until the end of any period given in a notice. Instead, if you are in *default*, the *total amount owing* becomes immediately due for payment without notice. We may then immediately sue you for that amount, or enforce any *security*, or do both.

## 16 Communications

This clause explains how you and we communicate in connection with this *contract*. The types of communications covered by this clause include instructions, notices, demands, certificates, consents and approvals and all other communications in connection with this *contract*.

### Electronic communications

- 16.1 By signing the *personal loan agreement*, you consent to us sending communications to you by email to the email address last notified to us by you (or by any other method of electronic communication permitted by law), and we may do this unless otherwise required by law. You understand that by giving this consent:
- (a) paper documents may no longer be given
  - (b) your electronic communications must be regularly checked for documents
  - (c) this consent may be withdrawn at any time by providing notice to us.

### Form

- 16.2 All communications in connection with this *contract* must be in writing. Communications from you must be signed by you, or if you are a corporation, by an *authorised person*.

- 16.3 Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

### Delivery

- 16.4 Communications must be:
- (a) given personally (if they are for you and you are a corporation, to an *authorised person*; if they are for us, to one of our employees at any office we tell you)
  - (b) left at the address last notified
  - (c) left at the address where the property subject of a *security* is usually located
  - (d) sent by prepaid ordinary post to the address last notified
  - (e) sent by fax to the fax number last notified, or
  - (f) sent by email to the email address last notified.

However, communications from us may also be given in any other way permitted by law.

- 16.5 Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in the communication.

### When taken to be received

- 16.6 Communications are taken to be received:
- (a) if sent by post, 6 *business days* after posting
  - (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent
  - (c) if sent by email:
    - (i) when the sender receives an automated message confirming delivery, or
    - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the recipient is out of office or delivery failed,

whichever happens first.

## 17 General matters

### Further steps

- 17.1 If you or a *security provider* fails to do anything required under this *contract*, a *security interest* or any insurance policy we require, we may do that thing in your name or the name of the *security provider* (as applicable) at your expense. We will debit your *loan account* for any expenses so incurred.

### Effective date of transactions

- 17.2 We may assign a date on which credit is provided to you under this *contract* that is on or after the date the transaction takes place.

### Adjustments

- 17.3 We may subsequently adjust debits and credits to the *loan account* so as to accurately reflect the legal obligations of you and us (for example, because of an error or a dishonour). If we do this we may make consequential adjustments (including to interest charges).

### Statements

- 17.4 We give you a statement for your *loan account* every six months, or more often than that if required by law, (unless the law does not say we have to).

### Accessing your loan account

- 17.5 We may allow you to access your *loan account* using internet banking, phone banking, and mobile banking. For more information about accessing your account using those methods, see our Deposit and Credit Accounts Terms and Conditions – Part 1.

### How we may exercise our rights

- 17.6 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.
- 17.7 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 17.8 Our rights and remedies under this *contract* are in addition to other rights and remedies provided by law independently of it or by any other contract or *security*.
- 17.9 Our rights and remedies under this *contract* may be exercised by any of our employees or any other person we authorise.
- 17.10 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

### Our certificates

- 17.11 We may give you a certificate about a matter or about an amount payable in connection with this *contract*. The certificate is sufficient evidence of the matter or amount and is binding on you, unless it is proved to be incorrect.

### Assignment or other dealings

- 17.12 We may assign, novate, or otherwise deal with our rights under this *contract* in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this *contract*) any right of set-off or other rights you have against us. You must execute all documents which in our opinion are reasonably necessary for these purposes.
- 17.13 You must not assign, novate, transfer, or deal with your rights or obligations under this *contract*.

### Disclosure of information

- 17.14 Information you give us (and copies of documents and other information in connection with this *contract*) may be disclosed:
- (a) if they are publicly available
  - (b) to any person in connection with an exercise of rights or a dealing, or proposed dealing, with rights or obligations in connection with this *contract*
  - (c) to any assignee, transferee or potential assignee or potential transferee of us
  - (d) to any of our related bodies corporate
  - (e) to any official or authority (including any Federal, State or local government official, authority, statutory body or enforcement agency) that gives us an order or request for the information
  - (f) to our officers, employees, agents, contractors, legal and other advisers and auditors
  - (g) to any other *customer* or *security provider*
  - (h) to any person proposed to become a *customer* or *security provider*
  - (i) with your consent (such consent not to be unreasonably withheld)

- (j) if we reasonably believe the disclosure is required by any law, securities exchange or rating agency (except this paragraph does not permit the disclosure of any information under section 275(4) of the *PPSA* unless section 275(7) of the *PPSA* applies)

- (k) if we otherwise consider the disclosure appropriate in connection with the operation or administration of this *contract*.

You consent to these disclosures.

### Disclosure of information to security providers

- 17.15 You agree that we may provide copies of the following documents to anyone who is a *security provider*:
- (a) a copy of any notice, including correspondence, to us or to you
  - (b) any credit report received in relation to you
  - (c) any financial statements you have given us
  - (d) any notice of demand, or information regarding a dishonour, on any loan with us
  - (e) information on any excess or overdrawing
  - (f) a copy of your *loan account* statement
  - (g) any other information about you (including your financial position, details of any defaults or other evidence of distress known to us) and your accounts with us.

### Your details and information

- 17.16 You must tell us as soon as practicable if any of your details change, including your residential or your email address.
- 17.17 You must also tell us as soon as practicable of any other matter which may affect your ability to comply with your obligations under this *contract*.
- 17.18 You must provide us with any information we require about you, including anything required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), and about beneficial owners of you or anyone authorised to act on your behalf.
- 17.19 You must provide us with any information about your financial affairs as soon as practicable after we request it.

### Valuations and inspections

- 17.20 Any valuation or inspection report we obtain is for our benefit, not yours and it is our choice as to whether we make it available to you. You may not rely on it. In particular:
- (a) you should not assume that it is based on a detailed inspection of the relevant property
  - (b) it is not to be taken as implying that there are not defects other than those mentioned or, where the report relates to construction works, that the works have been completed to a particular standard.

We do not accept any liability for the contents or accuracy of a valuation or inspection report.

### Variations and waivers

- 17.21 A provision of this *contract*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.
- 17.22 We may agree to change this *contract* or defer or waive any of these terms and conditions without creating a new contract.

- 17.23 We may change any provision of this *contract* in addition to those specifically mentioned apart from the *amount of credit* or an *annual percentage rate* to the extent that we have agreed it is fixed. We will notify you in writing or by electronic communication at least 20 days before the date of any such change (unless a change decreases your obligations or extends time for payment of any amount, in which case we may notify you afterwards). In making any changes, we will act reasonably.

#### Set-off

- 17.24 We may set-off any money we owe you against the *total amount owing*. This applies whether or not the obligation is matured or contingent or even if there is no *default*.
- 17.25 We may do anything necessary to effect any set-off under this clause (including varying the rate for payment of any amount owing by us to you and making currency exchanges).
- 17.26 These set-off rights apply despite any other agreement we have with you.
- 17.27 You agree to pay us any amount owing under this *contract* fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

#### Consumer Credit Legislation

- 17.28 This paragraph applies to the extent that *consumer credit legislation* applies to this *contract*.

If:

- (a) that legislation would otherwise make a provision of this *contract* illegal, void or unenforceable; or
- (b) a provision of this *contract* would otherwise contravene a requirement of that legislation or impose an obligation or liability which is prohibited by that legislation,

this *contract* is to be read as if that provision were varied to the extent necessary to comply with that legislation, or, if necessary, omitted.

#### Joint liability

- 17.29 You are liable for all your obligations under this *contract* both separately on your own and jointly with each of you. You includes your successors and assigns.
- 17.30 Notwithstanding any other notice, instruction or authority you have given us, you agree that each of you can bind the other *customers* under this *contract*. For example, one of you could authorise a transaction (like a redraw) in respect of your loan, and that transaction would bind every *customer*, and any *security provider* even if those parties did not know or did not agree to the transaction.
- 17.31 This means that each of you can be required to pay the *total amount owing* individually, despite any other arrangement you may have in place.
- 17.32 We may require all or any *customers* and *security providers* to authorise any activity in respect of this *contract* if we decide so.

#### GST

- 17.33 If any payment made to us in relation to this *contract* is subject to *GST*, the amount to be paid will be increased so the amount retained by us after the payment of *GST* is the same as it would be if no *GST* were payable in respect of the payment.

## 18 Definitions

The meaning of words printed *like this* in these *personal loan terms and conditions* have the following meanings:

**amount of credit** is the amount of money we lend to you, and is stated in the *personal loan agreement*.

**annual percentage rate** means the per annum rate of interest applicable to your loan. The *annual percentage rate* at the *disclosure date* is stated in your *personal loan agreement*.

**authorised person** means the person or people listed as 'Authorised Person' in the *personal loan agreement* (if any). An *authorised person* can be any person you authorise to act on your behalf in giving instructions or other communications and to perform any acts under this *contract*, by notice (including a copy of the person's signature) and for which we have not received notice of revocation of the appointment. You may authorise a person to act alone or jointly with others.

**balance owing on your loan account** means, at any time, the difference between all amounts credited and all amounts debited to your *loan account* under this *contract* at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

**business day** means a day (not being a Saturday, Sunday or public holiday in that place) on which we are open for general banking business in New South Wales.

**consumer credit legislation** means the National Credit Code, contained in Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth) and any other similar legislation regulating consumer credit, or which can restrict the terms of securities which secure payments under consumer credit contracts.

**contract** means the *personal loan agreement* and the *personal loan terms and conditions*.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**customer** means:

- (a) you
- (b) any other person you and we agree is a "customer" for the purpose of this *contract*.

**default** means any event or circumstance so described in clause 15.

**daily percentage rate** has the meaning given in clause 4.1.

**disclosure date** is stated in the *personal loan agreement*.

**final repayment date** means the last day of your loan term, the date on which your last repayment is due as a result of *default*, or such other date we agree with you.

**GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

A person is **insolvent** if:

- (a) they are (or state they are) an insolvent under administration or insolvent (each as defined in the *Corporations Act*)
- (b) they have had a controller appointed, are in liquidation, in provisional liquidation, under administration or wound up or have had a receiver appointed to any part of their property
- (c) they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us)

- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above
- (e) they are taken (under the *Corporations Act*) to have failed to comply with a statutory demand
- (f) they do not satisfy an execution or other process issued on a judgement, decree or order of a court in favour of a creditor
- (g) they are otherwise unable to pay their debts when they fall due, or

something having a substantially similar effect to any of the things referred to above happens in connection with them under the law of any jurisdiction.

**loan account** means an account we establish in your name for recording all transactions in connection with this *contract*.

**personal loan agreement** means the personal loan agreement we issue you together with these *personal loan terms and conditions*.

**personal loan terms and conditions** means this document.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**PPSR** means the Personal Property Securities Register established under the *PPSA*.

**receiver** includes receiver, or receiver and manager.

**security** means each *security interest* described in the *personal loan agreement* under "Security", and any substitute or additional security interest given in connection with this *contract*.

**security interest** means any charge, security interest, mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as security for the payment of money or performance of obligations. Security interest also includes a guarantee or an indemnity.

**security provider** means each person (other than you) who gives a *security*.

**total amount owing** means the *balance owing on your loan account*, plus all accrued interest charges, and other amounts which you must pay under this *contract* but which have not been debited to your *loan account*.

**we/us/our** means Greater Bank Limited ABN 88 087 651 956 AFSL and Australian credit licence 237476 and its successors and assigns.

**you/your** means the person or persons identified as such in the *personal loan agreement*.

## 19 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in these *personal loan terms and conditions*:

- (a) the singular includes the plural and vice versa
- (b) a reference to a guarantee includes an indemnity

- (c) a reference to own, when used in relation to land, means being the registered proprietor, the registered holder, the registered Crown lessee, or the holder of an estate in fee simple, and owner has the corresponding meaning
- (d) a reference to a document includes any variation, replacement or novation of it
- (e) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions
- (f) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation
- (g) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns
- (h) a reference to dollars, \$ or A\$ is a reference to the currency of Australia and a reference to an equivalent of Australian dollars is a reference to such an equivalent determined by us based on prevailing exchange rates
- (i) a reference to "law" includes common law, principles of equity and legislation (including regulations)
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them
- (k) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations)
- (l) an agreement or declaration in favour of 2 or more persons is for the benefit of them jointly and each of them individually
- (m) an agreement or declaration by 2 or more persons binds them jointly and each of them individually but an agreement or declaration by us binds us individually only
- (n) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually
- (o) a reference to any thing (including *security* and *security interest*) includes the whole and each part of it
- (p) any other form of a defined word has a corresponding meaning
- (q) a reference to the following terms have the meaning given to them in the *Corporations Act*:
  - (i) subsidiary
  - (ii) control
  - (iii) controller
  - (iv) related body corporate.