

Secured Loan contract

Original Instrument completion guidelines

1. Print one copy of the Secured Loan contract.
2. The first three pages are the 'Original Instrument'.
3. The Customer(s) should only sign this document once they have read the pre-contract copy (pages 7 to 9) and the Terms and Conditions.
4. The document must be signed and dated by the Customer(s) on page 3.
5. An adult person not related to the Customer(s) must witness each signature on page 3.
6. The three pages of the Original Instrument must be signed, witnessed, dated and faxed to the Credit Provider for settlement.
7. Once settlement is completed, please return the three pages of the Original Instrument to the Credit Provider.

LOAN CONTRACT		ORIGINAL INSTRUMENT CONTRACT NUMBER	
Intermediary	S.O.B Number	Credit Assessment Number	
I/We – Names in Full, Surname First		Title e.g. Mr	
Of – Address(s)		Postcode	
The Borrower(s) offer to borrow the Amount of Credit from and enter into a loan contract with the Credit Provider ON THE LOAN TERMS AND CONDITIONS SET OUT BELOW AND CONTAINED IN THE CREDIT PROVIDER TERMS AND CONDITIONS NUMBERED			
SCHEDULE			
A - FINANCIAL TABLE			
1. Annual Percentage Rate	%	2. Disclosure Date	
3. Amount of Credit (Loan) to be provided	\$	Repayment calculation are based on the amount of Credit term of Loan, interest and Loan Administration Charge	
4. Total Amount of Interest	\$		
5. Total Amount of Repayment	\$		
6. Repayments			
	monthly repayment(s) each of	\$	payable commencing
	and, if applicable	\$	(Balloon Payment) payable
	payment of	\$	month(s) from the disbursement date
	Total number of repayments		month(s) from the disbursement date
7. Credit Fees and Charges			
Establishment Fee	\$	payable on the disbursement date	
Loan Administration Charge	\$	Payable pro-rata as part of repayments and until contract completion	
The following fees and charges may apply to the Contract. If a Termination Event occurs, an Early Termination Fee will be Payable. If a Payment Event occurs, the amount of any Early Payment Loss will be payable. The method of calculation of these amounts are explained in clause 15. They are payable when the outstanding balance of the Loan is paid or becomes payable. Late Payment Fee [\$20] payable when payment is not received within 7 days of due date. Administrative Default Fee [\$104] payable if an agent is appointed to collect any overdue debt. After the loan is made, the Credit provider reserves the right to impose new, or change existing credit fees and charges without the borrower(s)' consent by giving the borrower(s) at least 30 days written notice of the imposition or change. After the Loan is made, the Credit Provider may not change the Annual Percentage Rate.			
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		Page 1 of 9	

The 3 pages of the Original Instrument must be faxed to the Credit Provider

ORIGINAL INSTRUMENT

Credit Assessment Number

H – COMMISSION

Commission is to be paid by the Insurer(s) named, to the **Intermediary** named for the amount/percentage or premium shown in G on the previous page.

A commission may be paid by the Credit Provider to the **Intermediary** named on the first page for the introduction to the Credit Provider by the **Intermediary** of credit business.

Amount (if ascertainable)

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
• READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract. • You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT". • Fill in or cross out any blank spaces. • Get a copy of this contract document. • Do not sign this contract document if there is anything you do not understand.	• You can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, you are bound by it. However, you may end the contract before you obtain (or try to obtain) any credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the Credit provider in writing, but you will still be liable for any fees or charges already incurred. • You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car. • If you take out insurance, the Credit Provider cannot insist on any particular insurance company. • If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent. • If this contract document says so, the Credit Provider can charge a fee if you pay out your contract early.

I acknowledge, by signing in the space provided, that I have received (prior to signing) a copy of the Credit Provider's Loan Terms and Conditions and they form part of my offer.

Borrower(s) Signature (and Print Name)	Date Signed	Witnessed by (and Print Name)

SIGNED for and on behalf of the Credit Provider

This day of month year

Signature

The following applies where a Balloon Payment is shown

I acknowledge that the Balloon Payment will be payable on the Balloon Payment Date as prescribed in the Financial Table. I confirm that my current intention is to meet my obligation to pay the Balloon Payment from the proceeds of the sale of the Goods.

Please sign, witness, and date where indicated and return all three pages of this 'ORIGINAL INSTRUMENT' to the Credit Provider

Each Customer (Borrower) signs here

Witness each Customer signature

Write the date for each Customer's signature

Leave this signature area blank. The Credit Provider will complete this

Secured Loan contract

Borrower Copy completion guidelines

1. Page numbers 4 to 6 (inclusive) of the Secured Loan contract is the Borrower Copy.
2. The Borrower Copy must be signed and dated by the Customer(s) on the last page (page 6).
3. An adult person not related to the Customer(s) must witness each signature on page 6.
4. The three pages of the Borrower Copy are for the Customer to keep.

LOAN CONTRACT		BORROWER COPY	
		CONTRACT NUMBER	
Intermediary	S.O.B Number	Credit Assessment Number	
I/We – Names in Full, Surname First		Title e.g. Mr	
Of – Address(s)		Postcode	
The Borrower(s) offer to borrow the Amount of Credit from and enter into a loan contract with the Credit Provider ON THE LOAN TERMS AND CONDITIONS SET OUT BELOW AND CONTAINED IN THE CREDIT PROVIDER TERMS AND CONDITIONS NUMBERED			
SCHEDULE			
A - FINANCIAL TABLE			
1. Annual Percentage Rate	%	2. Disclosure Date	
3. Amount of Credit (Loan) to be provided	\$		
4. Total Amount of Interest	\$		
5. Total Amount of Repayment	\$	Repayment calculation are based on the amount of Credit term of Loan, Interest and Loan Administration Charge	
6. Repayments			
	monthly repayment(s) each of	\$	payable commencing
	and, if applicable	\$	(Balloon Payment) payable
	payment of		month(s) from the disbursement date
			month(s) from the disbursement date
Total number of repayments			
7. Credit Fees and Charges			
Establishment Fee	\$	payable on the disbursement date	
Loan Administration Charge	\$	Payable pro-rata as part of repayments and until contract completion	
The following fees and charges may apply to the Contract. If a Termination Event occurs, an Early Termination Fee will be Payable. If a Payment Event occurs, the amount of any Early Payment Loss will be payable. The method of calculation of these amounts are explained in clause 15. They are payable when the outstanding balance of the Loan is paid or becomes payable. Late Payment Fee [\$20] payable when payment is not received within 7 days of due date. Administrative Default Fee [\$104] payable if an agent is appointed to collect any overdue debt. After the loan is made, the Credit provider reserves the right to impose new, or change existing credit fees and charges without the borrower(s)' consent by giving the borrower(s) at least 30 days written notice of the imposition or change. After the Loan is made, the Credit Provider may not change the Annual Percentage Rate.			
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The 3 pages of the Borrower Copy are for the Customer to keep

BORROWER COPY

Credit Assessment Number

H – COMMISSION

Commission is to be paid by the Insurer(s) named, to the **Intermediary** named for the amount/percentage or premium shown in G on the previous page.

A commission may be paid by the Credit Provider to the **Intermediary** Amount (if ascertainable) \$
 named on the first page for the introduction to the Credit Provider by the **Intermediary** of credit business.

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
• READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract. • You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT". • Fill in or cross out any blank spaces. • Get a copy of this contract document. • Do not sign this contract document if there is anything you do not understand.	• You can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, you are bound by it. However, you may end the contract before you obtain (or try to obtain) any credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the Credit provider in writing, but you will still be liable for any fees or charges already incurred. • You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car. • If you take out insurance, the Credit Provider cannot insist on any particular insurance company. • If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent. • If this contract document says so, the Credit Provider can charge a fee if you pay out your contract early.

I acknowledge, by signing in the space provided, that I have received (prior to signing) a copy of the Credit Provider's Loan Terms and Conditions and they form part of my offer.

Each Customer
(Borrower) signs
here

Borrower(s) Signature (and Print Name)	Date Signed	Witnessed by (and Print Name)

Witness each
Customer
signature

Please sign, witness, and date where indicated and retain all three pages of this 'BORROWER COPY' for your records. This is your copy of the signed contract. It is important that you retain this copy for your future reference.

Write the
date for
each
Customer's
signature

Secured Loan contract

Pre-contract copy completion guidelines

1. Page numbers 7 to 9 (inclusive) of the Secured Loan contract is the Pre-Contract copy.
2. The Pre-Contract is provided to the Customer to read before signing any documents. This document should be read in conjunction with the Credit Provider Terms and Conditions.
3. It is important that the financial information is checked and confirmed by the Customer before signing the Original Instrument.
4. The three pages of the Pre-Contract are for the Customer to keep.

LOAN CONTRACT		BORROWER COPY	
		CONTRACT NUMBER	
Intermediary	S.O.B Number	Credit Assessment Number	
I/We – Names in Full, Surname First		Title e.g. Mr	
Of – Address(s)		Postcode	
The Borrower(s) offer to borrow the Amount of Credit from and enter into a loan contract with the Credit Provider ON THE LOAN TERMS AND CONDITIONS SET OUT BELOW AND CONTAINED IN THE CREDIT PROVIDER TERMS AND CONDITIONS NUMBERED			
SCHEDULE			
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1. Annual Percentage Rate	%	2. Disclosure Date	
3. Amount of Credit (Loan) to be provided	\$		
4. Total Amount of Interest	\$		
5. Total Amount of Repayment	\$	Repayment calculation are based on the amount of Credit term of Loan, interest and Loan Administration Charge	
6. Repayments			
monthly repayment(s) each of	\$	payable commencing	month(s) from the disbursement date
and, if applicable payment of	\$	payable	month(s) from the disbursement date
Total number of repayments			
7. Credit Fees and Charges			
Establishment Fee	\$	payable on the disbursement date	
Loan Administration Charge	\$	Payable pro-rata as part of repayments and until contract completion	
The following fees and charges may apply to the Contract. If a Termination Event occurs, an Early Termination Fee will be Payable. If a Payment Event occurs, the amount of any Early Payment Loss will be payable. The method of calculation of these amounts are explained in clause 15. They are payable when the outstanding balance of the Loan is paid or becomes payable. Late Payment Fee [\$20] payable when payment is not received within 7 days of due date. Administrative Default Fee [\$104] payable if an agent is appointed to collect any overdue debt. After the loan is made, the Credit provider reserves the right to impose new, or change existing credit fees and charges without the borrower(s)' consent by giving the borrower(s) at least 30 days written notice of the imposition or change. After the Loan is made, the Credit Provider may not change the Annual Percentage Rate.			
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This Copy is for the customer to read and keep before any documents are signed

BORROWER COPY

Credit Assessment Number

H – COMMISSION

Commission is to be paid by the Insurer(s) named, to the Intermediary named for the amount/percentage or premium shown in G on the previous page.

A commission may be paid by the Credit Provider to the Intermediary named on the first page for the introduction to the Credit Provider by the Intermediary of credit business.

Amount (if ascertainable)

\$

IMPORTANT

BEFORE YOU SIGN	THINGS YOU MUST KNOW
• READ THIS CONTRACT DOCUMENT so that you know exactly what contract you are entering into and what you will have to do under the contract. • You should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT". • Fill in or cross out any blank spaces. • Get a copy of this contract document. • Do not sign this contract document if there is anything you do not understand.	• You can withdraw this offer at any time before the Credit Provider accepts it. When the Credit Provider does accept it, you are bound by it. However, you may end the contract before you obtain (or try to obtain) any credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the Credit provider in writing, but you will still be liable for any fees or charges already incurred. • You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property that is used as security, such as a house or car. • If you take out insurance, the Credit Provider cannot insist on any particular insurance company. • If this contract document says so, the Credit Provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent. • If this contract document says so, the Credit Provider can charge a fee if you pay out your contract early.

TO EACH BORROWER

THIS UNSIGNED DOCUMENT MUST BE GIVEN TO YOU BEFORE YOU SIGN THE OFFER TO ENTER INTO THE LOAN CONTRACT. IT IS A COPY OF THE LOAN CONTRACT AND CONTAINS FINANCIAL INFORMATION.

YOU MUST ALSO BE GIVEN AN INFORMATION STATEMENT OF THE THINGS YOU SHOULD KNOW.

Please retain all three pages of this 'BORROWER COPY' for your records.

This 3 page document does not need to be signed and is for the customer to keep

Secured Loan Annexure Original Instrument completion guidelines

1. Print one copy of the Annexure.
2. Page 1 of this two page document is the '**Original Instrument**'.
3. The Customer(s) must complete the fields marked on the Annexure document.
4. The Original Instrument of the Annexure needs to be faxed to the Credit Provider for settlement to occur.
5. Once you have been advised that settlement is complete, please return the completed original of the Annexure to the Credit Provider.

ANNEXURE		ORIGINAL INSTRUMENT CONTRACT NUMBER								
Intermediary 	S.O.B Number 	Credit Assessment Number 								
This is the Annexure marked in the Contract/Agreement between the Credit Provider and the Party(s) named below										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%; padding: 5px;">Party(s) – Names in Full, Surname First</th> <th style="width: 20%; padding: 5px;">Party(s) to Initial</th> </tr> </thead> <tbody> <tr> <td style="height: 30px; padding: 5px;"> </td> <td style="height: 30px; padding: 5px;"> </td> </tr> <tr> <td style="height: 30px; padding: 5px;"> </td> <td style="height: 30px; padding: 5px;"> </td> </tr> <tr> <td style="height: 30px; padding: 5px;"> </td> <td style="height: 30px; padding: 5px;"> </td> </tr> </tbody> </table>			Party(s) – Names in Full, Surname First	Party(s) to Initial						
Party(s) – Names in Full, Surname First	Party(s) to Initial									

Page 1 of the Annexure - the Original Instrument must be faxed to the Credit Provider

Each person
named must initial
here

Secured Loan Annexure Borrower Copy completion guidelines

6. Print one copy of the Annexure.
7. Page 2 of the Annexure is the '**Borrower Copy**'.
8. The Customer(s) must complete the fields marked on the Annexure document.
9. The Borrower Copy of the Annexure is for the Customer to keep.

ANNEXURE

BORROWER COPY

CONTRACT NUMBER

Intermediary

S.O.B Number

Credit Assessment Number

This is the Annexure marked in the Contract/Agreement between the Credit Provider and the Party(s) named below

Party(s) – Names in Full, Surname First	Party(s) to Initial

Page 2 of the Annexure - the Borrower Copy is for the Customer to keep

Each person
named must initial
here

Secured Loan Terms and Conditions guidelines

1. Print one copy of the Credit Provider's Terms and Conditions.
2. It is important that the Customer reads and understands this information before they sign any documents.
3. It is important that independent legal and financial advice is sought if this information is not understood by the Customer.
4. The Terms and Conditions document is for the Customer to keep.

NCC Loan Terms and Conditions		
Reference: NC359 Esanda		
These Terms and Conditions are between me and the Credit Provider. I agree to be bound by these Terms and Conditions, which are part of my offer to borrow.		
1. Information disclosed in Schedule at Disclosure Date		
1.1	The information that is disclosed in the Schedule at the Disclosure Date is made on the assumption that the whole of the Loan is made on the same date.	
2. Acceptance		
2.1	This Agreement may be accepted by the Credit Provider disbursing all or any part of the Loan in connection with this Agreement. The Credit Provider may in its discretion refrain from disbursing all or any of the Loan until it is provided with the security required.	
3. Disbursements		
3.1	It is agreed that the whole of the Loan funds will be disbursed according to my directions on the Disbursement Date by the Credit Provider:	
3.1.1	paying or crediting the accounts of the respective payees named in the Schedule; or	
3.1.2	deducting and retaining any amount being repayment of existing debt;	
3.1.3	setting aside an amount in a separate account for a payee in the Credit Provider's books.	
3.2	The amount stated as disbursements are amounts which the Credit Provider will lend and which are repayable by me to the Credit Provider. If an amount is incorrect and is understated, it shall be my obligation to pay the deficiency from my own resources. If an amount is incorrect and is overstated, it shall be the Credit Provider's obligation to refund to me the excess. Any interest paid by me in respect of the excess will either be refunded or credited to my account.	
4. Interest		
4.1	Calculation of interest where repayments are fortnightly	
4.1.1	Interest will be calculated on the daily unpaid balance of the Loan, at the rate determined by dividing the Annual Percentage Rate in the Schedule by 365, and debited fortnightly to the unpaid balance of the Loan commencing on the expiration of one fortnight from the Disbursement Date.	
4.2	Calculation of interest where repayments are NOT fortnightly	
4.2.1	Interest will be calculated at the monthly rate, determined by dividing the Annual Percentage Rate in the Schedule by 12, upon the unpaid daily balances for each day in the month added together and divided by the number of days in that month; interest will be debited monthly to the unpaid balance of the Loan commencing on the expiration of one month from the Disbursement Date.	
4.3	Business days	
4.3.1	If interest is due to be debited or a repayment is due to be made on a day which is not a business day, it will be debited on or the repayment will be due on the next business day.	
4.4	Interest debited	
4.4.1	Interest debited shall be added to the unpaid balance of the Loan and shall accrue interest at the same rate and manner as the unpaid balance of the Loan.	
5. Payment		
5.1	I will repay the Credit Provider the Loan and pay the total amount of interest by making the repayments set out in the Schedule. I will pay on demand any additional interest that has accrued because I am late in making any repayments. Subject to clause 5.2, payments shall be applied first to any enforcement expenses which remain unpaid, then to any outstanding credit fees or charges payable under this Agreement, then to interest and then to the unpaid balance of the Loan. If the final repayment is not sufficient to pay the balance of the Loan and interest, that repayment shall be increased to such an amount as will be sufficient to repay the Loan and interest in full. If the repayments would overpay the Loan and interest, the last repayment shall be reduced accordingly. I	
NCC Loan Terms and Conditions [Ref: NC359 Esanda]		
10223G 06/11	Australia and New Zealand Banking Group Limited ABN 11 005 357 522	Page 1 of 15

This 15 page document does not need to be signed and is for the customer to keep

8. The pages at the end of the NCC Loan Terms and Conditions are the Form 5.
9. This document is provided to the Customer. It is for the Customer(s) to keep.
10. It is important that the person entering into a finance contract reads and understands this information before they sign any documents.
11. It is important that independent legal and financial advice is sought if this information is not understood by the Customer(s).

Form 5

Information Statement

Things you should know about your proposed Credit Contract

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

If you have any concerns about your Contract, contact the Credit Provider and, if you still have concerns, the Credit Provider's external dispute resolution scheme, or get legal advice.

This document
is for the
Customer(s) to
keep

The Contract

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

The Credit Provider must give you a pre-contractual statement containing certain information about your Contract. The pre-contractual statement, and this document, must be given to you before –

- your Contract is entered into; or
 - you make an offer to enter into the Contract;
- whichever happens first.

2. How can I get a copy of the final Contract?

If the Contract document is to be signed by you and returned to the Credit Provider, you must be given a copy to keep. Also, the Credit Provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the Credit Provider has previously given you a copy of the Contract document to keep.

If you want another copy of your Contract, write to the Credit Provider and ask for one. The Credit Provider may charge you a fee. The Credit Provider has to give you a copy –

- Within 14 days of your written request if the original Contract came into existence 1 year or less before your request; or
- Otherwise within 30 days of your written request.

3. Can I terminate the Contract?

Yes. You can terminate the Contract by writing to the Credit Provider so long as –

- you have not obtained any credit under the Contract; or
- a card or other means of obtaining credit given to you by the Credit Provider has not been used to acquire goods or services for which credit is to be provided under the Contract.

However, you will still have to pay any fees or charges incurred before you terminate the Contract.

4. Can I pay my credit Contract out early?

Yes. Pay the Credit Provider the amount required to pay out your credit Contract on the day you wish to end your Contract.

5. How can I find out the pay out figure?

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

The Credit Provider must give you the statement within 7 days after you give your request to the Credit Provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my Contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your Contract permits the Credit Provider to charge one) and other fees.

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

Yes, but only if your Contract says so.

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

That depends on the type of 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 30 days advance written notice for –

- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or